



**ITB #4-2018/2019 UPS System for WKGC
FM-HD Transmitter Site**

**PROCUREMENT OFFICE
5230 West U.S Highway 98, Room 126
Panama City, Florida 32401**

Due on October 9, 2018 @ 2:00 PM CT

TABLE OF CONTENTS

Instructions to Bidders	3
Scope of Work	8
Risk Management Requirements	10
Addendum Acknowledgement Form	14
Anti-Collusion Clause Form	15
Conflict of Interest Disclosure Form	16
Drug Free Workplace Form	17
E-Verify Form	18
Public Entity Crime Form (PUR7068)	19
Bid Form	21
ITB Schedule of Events	23

INSTRUCTIONS TO BIDDERS

1. ITB Documents

The solicitation documents are on file at the Gulf Coast State College Procurement Office, and available on its website: <http://gulfoast.edu/administration-departments/procurement/index.html>.

It is the intent of this Invitation to Bid (ITB) to solicit proposals from interested and qualify firms that are capable of performing services.

2. Questions Regarding ITB:

Bidders shall direct any questions regarding this ITB in writing to the GCSC Executive Director of Procurement & Auxiliary Services, Tonia Lawson, at tlawson@gulfoast.edu. All questions shall be submitted before **Thursday, September 27, 2018 by 4:00 PM.**

GCSC will respond in writing to any questions regarding the ITB submitted in by **Monday, October 1, 2018 no later than 4:00 PM.** Such responses will be issued as an addendum to this ITB. All addendums issued are the sole responsibility of firms.

No telephone, verbal or oral questions will be accepted and no oral statement made by any officers, employee or agent of GCSC shall be binding. Only statements in writing in this ITB or in any addendum to this ITB shall be binding on GCSC.

3. ITB Form

All bids shall include completed copies of the forms provided in this ITB, properly executed and with all items completed. Do not change the wording and/or add words to the wording of the Bid Form. No conditions, limitations or provisions will be attached or added to the Bid Form by the Bidder. Alterations by erasure or interlineations must be explained or noted in the proposal over the signature of the Bidder.

4. Proposal Submittal Requirements

All Bidders and all proposed subcontractors shall have the following certifications and qualifications:

- a. State of Florida Business License
- b. Provide Proof of Insurance for the State of Florida
- c. All individual Florida professional licenses required by law for those individuals who are proposed to provide services on this contract being procured pursuant to this ITB.

Each Bidder being considered for this project is required to submit a Statement of Qualifications (SOQ). The SOQ shall include sufficient information to enable the College to evaluate the qualifications of the Bidder to provide the desired services.

All submittals are to be on 8½" x 11" papers or if larger documents are required they are to be folded to 8½" x 11" sizes. Proposals shall be stapled together or bound with comb binding. Proposals submitted in a 3-ring binder **will not** be accepted. Submit one (1) original (plainly marked "ORIGINAL"), three (3) copies and one (1) electronic thumb drive to:

**Gulf Coast State College
Procurement Office
5230 West U.S Highway 98, Room 126
Panama City, Florida 32401**

The Bidder must have a minimum of five (5) years' experience in providing heating, ventilation and air conditioning services as required herein and submittals shall include the following items in the order listed:

- a. Statement of Qualifications (SOQ)
The Statement of Qualifications shall include personnel that will be working on this project. Provide information that best illustrates proposed team's qualifications for this contract.
- b. Professional licenses necessary for all the Bidder and team members to include proposed sub consultants, as required by law.
- c. Organizational Chart. The chart shall include personnel that will work on this contract.
 - Organization Chart to include names, titles, work telephone numbers and work addresses.
 - Bidder shall provide a single point of contact (POC) for all matters in relationship to the bid and understanding award of this proposal shall require a single point of contact for construction services.
 - i. Name
 - ii. Phone Number(s)
 - iii. Email Address
- d. Approach and understanding of the services being provided to College. This should be a narrative description and any applicable illustrations to show that the firm understands all elements of this RFP, to include, but not limited to: site conditions, current HVAC configuration, desired aesthetics, project conditions, project coordination, permits, total quality control of design, construction sequences of work with College operations and schedule of work. The Bidder will be responsible for providing GCSC with a fully operation system when completed.
- e. Brief history of firm's sales/service operations in the local area and accounts with school districts, colleges and universities in the State of Florida. Recent, current and projected workload and ability to incorporate this contract into workload. Narrative shall also discuss the firm's experience working with colleges.
- f. Description of firm's experience in providing similar size account services. Names, addresses, and telephone numbers of at least three (3) references with similar sized accounts or larger must be provided. If the Bidder does not possess any experience similar to the services required, the Bidder must provide any pertinent information or experiences that may qualify it for consideration of award.
- g. Provide a Project Schedule with calendar days from the date the Notice to Proceed is issued. Schedule should show the total amount of calendar days for design, construction start, permitting, material delivery, substantial completion, punch list and completion of project.
- h. Information regarding whether the Bidder is a certified minority business enterprise.
- i. Addendum Acknowledgement Form – Page 14
- j. Anti-Collusion Clause Form – Page 15
- k. Conflict of Interest Form – Page 16
- l. Drug Free Workplace Form – Page 17
- m. E-verify Form – Page 18
- n. PUR 7068 Public Entity Crime Form – Page 19

o. Bid Form – Page 21

The Bidder may not change or alter bid, or work as detailed at any time after submittal opening from what was presented in their ITB unless approved by GCSC.

5. Delivery

Each bid package shall be addressed to the District Board of Trustees of Gulf Coast State College, Attn: Procurement, and shall be delivered to the Gulf Coast State College, at 5230 West U.S Highway 98, Room 121 or 126, Panama City, Florida 32401, on or before the day and/or hour set for the opening of bids. Each bid shall be enclosed in a sealed envelope bearing the title of the work, the name of the Bidder and the date for opening. It is the sole responsibility of the Bidder to ensure that their proposal submittal is received on time. Late submissions will be rejected.

6. Withdrawal of Bids

Any Bidder may withdraw its bid by written request to the Executive Director of Procurement & Auxiliary Services at any time prior to the deadline.

7. Basis of Award

GCSC will select firm based on the highest score per Evaluation Form. **Firm deemed to be the most highly qualified to perform the required services under this ITB and provides the highest total value.** Selection of firm will be based on the criteria form shown in ITB #1-2018/2019. GCSC will accept or negotiate a contract with the most qualified firm for UPS System for WKGC FM-HD Transmitter Site, which GCSC determines is fair, competitive and reasonable, after the District of Board of Trustees approval.

8. Right to Reject

The College reserves the right, and the College’s Executive Director of Procurement & Auxiliary Services, has sole discretion, to cancel a solicitation at any time prior to approval of the award by District Board of Trustees of Gulf Coast State College, when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the College policy or Florida law.

- a. Reject any or all proposals received.
- b. Withdraw this ITB.
- c. Select and award any portion of any or all proposal items.
- d. Waive minor informalities and irregularities in the Bidder’s submittal.

A proposal may be rejected if it is non-responsive or does not conform to the requirements and instructions in this ITB. A proposal may be non-responsive by reasons including, but not limited to, failure to utilize or complete prescribed forms, conditional proposals, incomplete proposals, indefinite or ambiguous proposals, failure to meet deadlines and improper and/or undated signatures. Other conditions which may cause rejection of proposals include evidence of collusion among bidders, obvious lack of experience or expertise to perform the required work, submission of more than one proposal for the same work from an individual, firm or corporation under the same or a different name, failure to perform or meet financial obligations on previous contracts. Proposals will be rejected if not delivered on or before the date and time specified as the due date for submission.

9. Execution of Agreement

GCSC will agree to a contract with successful Firm.

The terms and conditions of this contract are based upon ITB #4-2018/2019. The Bidder fees are to be a fixed price for completing the scope of work detailed in this ITB.

The successful Bidder shall, within ten (10) days after receipt of the Notice of Award and the contract forms or documents, sign and deliver to the GCSC Executive Director of Procurement & Auxiliary Services all required contract documents. The awarded Bidder shall also deliver the policies of insurance or insurance certificate as required. All insurance documents shall be approved by the GCSC Administration & Finance Office before the successful Bidder may proceed with the services.

GCSC reserves the right to terminate agreement at no additional cost due to the lack of and/or poor services, including Bidder not meeting terms set forth in this ITB after Awarded.

Proposed compensation will only be considered during the negotiation phase of the procurement.

10. Representation

Information obtained from an officer, agent, or employee of GCSC or any other person shall not affect the risks or obligations assumed by the Bidder or relieve the Bidder from fulfilling any of the conditions of the contract.

11. Point of Contact

The Executive Director of Procurement & Auxiliary Services will be the only point of contact for this ITB. You may contact the Executive Director either by phone (850) 872-3843 or via email tlawson@gulfcoast.edu

12. Cone of Silence

Any vendor or lobbyist for a vendor is prohibited from having any communications concerning this solicitation for a competitive procurement with any College Employee, District Board of Trustees Member or College President, after the Procurement Office releases the solicitation to the general public.

This "Cone of Silence" shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by the College. All communications regarding this solicitation shall be directed to the designated point of contact unless so notified otherwise by the Procurement Office. Any vendor or lobbyist who violates the provision may cause their bid/proposal to be considered non-responsive and therefore be ineligible for award.

13. Proposal Protest

All protests shall be filed in accordance with *Section 120.57(3), Florida Statutes*, and the GCSC procurement policies. Failure to file a protest within the time prescribed in *Section 120.57(3), Florida Statutes*, shall constitute a waiver of proceedings under *Chapter 120, Florida Statutes*. Protestors are required to post a bond equal to 5% of the accepted proposal per *Section 255.0516, Florida Statute*. GCSC will follow the statutory procedures for the resolution of protests arising from the contracting process. It is the sole responsibility of the protestor to know and follow all procedures according to Florida Statutes.

14. Prohibition on Contingency Fees

Any Firm awarded a contract pursuant to this ITB must warrant that it has not employed or retained any company or person, other than a bona fide employee working solely for that firm, to solicit or secure the contract and that the firm has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the firm, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of the contract.

15. Public Records

Upon award recommendation or thirty (30) calendar days after opening, whichever occurs first, all proposals or other information submitted in response to this ITB shall be public record subject to public disclosure pursuant to the Public Records Act, *Chapter 119, Florida Statutes*. If a Bidder believes any information submitted to GCSC is exempt from disclosure under the Public Records Act, it must specifically identify the exempt information and provide the statutory basis for the exemption. The Bidder also must provide one additional copy of the submittal on which any information the Bidder claims is exempt has been redacted. The Bidder will be responsible for all costs of GCSC, including attorney’s fees, associated with defending any asserted exemption from disclosure under the Public Records Act.

16. Direct Materials Purchase

The College reserves the right to purchase direct materials, supplies and equipment in the amount of \$3,000 or greater. The awarded Contractor will assist in the coordinator of direct purchase orders.

SCOPE OF WORK

1.0 Scope

The college is seeking quotes for a new UPS System for WKGC tower site.

2.0 General Information

Brand names are listed for information and not intended to limit competition. Quotes based on equivalent products must provide descriptive literature and/or complete specifications and warranty details. All pricing must include shipping, travel accommodations, meals, etc.

3.0 Warranty Information

Equipment warranty information shall be included in your bid.

4.0 Equipment Specifications

Bidders are to submit a proposal to design, install, start-up and commission a new Uninterruptible Power Supply (UPS) System to serve the existing Harris FM Transmitter equipment located in the Gulf Coast State College Communication Facility.

Scope of Work:

Provide a new Toshiba 4400 Series 45 KS / 50 KVA, 208Y/120V double conversion UPS System.

The UPS System shall include:

- One (1) Double Conversion UPS Module
- Maintenance Bypass Switch (MBS)
- Value Regulated Lead Acid (VRLA) batteries
- Battery cabinet

Batteries to provide a standby full load run-time of 7 minutes at 0.9 power factor (pf).

The existing conductors serving the existing Harris FM Transmitter will be demolished from the existing 200A, 3 pole disconnect switch and new feeders will be from the existing 200A disconnect switch to the UPS and Harris FM Transmitter.

A monitoring system will be provided to provide remote monitoring of the existing Automatic Transfer Switch (ATS), UPS and battery status.

The compensation has been divided into four categories, Design, Equipment, Installation and Monitoring. The scope of work under each of the categories is defined as follows:

- Design
 - Includes signed and sealed construction documents and coordination with plan review comments.

- Equipment
Includes UPS System equipment indicated above, shipping to project site, receiving/off-loading equipment at project site, rigging equipment into place and start-up.
- Installation
Includes demolition of existing conductors, installing new feeders, final terminations and commissioning.
- Monitoring
Includes monitoring system hardware and software, system installation and start-up. Monitoring system **does not** include workstation or other computing devices under the scope of this bid.

GCSC RISK MANAGEMENT REQUIREMENTS FOR PROFESSIONAL SERVICES

GCSC Defined

The term GCSC (wherever it may appear) is defined to mean the Gulf Coast State College itself, its Board of Trustees, officers, employees, volunteers, representatives and agents.

Other Party Defined

The term Other Party (wherever it may appear) is defined to mean the other person or entity which is a party to this agreement, contract or lease, any subsidiaries or affiliates, officers, employees, volunteers, representatives, agents, contractors and subcontractors.

Hold Harmless

The Other Party shall indemnify and hold harmless the GCSC, their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Other Party and persons employed or utilized by the Other Party in the performance of the agreement or contract.

The Other Party shall hold harmless and indemnify the GCSC against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors or omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the GCSC's sole negligence.

Payment on Behalf of GCSC

The Other Party agrees to pay on behalf of the GCSC, and to pay the cost of the GCSC's legal defense, as may be selected by the GCSC, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the GCSC shall be in addition to any and all other legal remedies available to the GCSC and shall not be considered to be the GCSC's exclusive remedy.

Loss Control/Safety

Precaution shall be exercised at all times by the Other Party for the protection of all persons, including employees, and property. The Other Party shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

GCSC may order work to be stopped if conditions present immediate danger to persons or property. The Other Party acknowledges that such stoppage will not shift responsibility for any damages from the Other Party to the GCSC.

Drug Free Workplace Requirements

All contracts or purchase orders with individuals, or organizations that wish to do business with District Board of Trustees of GCSC shall require contractors, subcontractors, vendors or consultants to have a substance abuse policy that adheres to *Section 440.102 Florida Statutes*. In the event an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee shall be denied access to the GCSC premises and job sites. In addition, if the violation is considered flagrant by the GCSC, and the GCSC is not satisfied with the actions of the contractor, subcontractor, vendor or consultant's employees, the GCSC can exercise its right to bar all of the

contractor's, subcontractor's, vendor's, or consultant's employees from its premises, or decline to do business with the contractor, subcontractor, vendor or consultant in the future.

All expenses and penalties incurred by a contractor, subcontractor, vendor or consultant as a result of a violation of the GCSC's Substance Abuse Policy requirement shall be borne by the contractor, subcontractor, vendor, or consultant.

Insurance – Basic Coverages Required

The Other Party shall procure and maintain the following described insurance, except for coverages specifically waived by the GCSC, on policies and with insurers acceptable to the GCSC.

These insurance requirements shall not limit the liability of the Other Party. The GCSC does not represent these types or amounts of insurance to be sufficient or adequate to protect the Other Party's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Other Party's insurance policies shall be endorsed to name the District Board of Trustees of Gulf Coast State College as an additional insured to the extent of the GCSC's interests arising from this agreement, contract or lease. (General Liability and Business Auto)

Except for workers compensation, the Other Party waives its right of recovery against the GCSC, to the extent permitted by its insurance policies.

The Other Party's deductibles/self-insured retentions shall be disclosed to the GCSC and may be disapproved by the GCSC. They shall be reduced or eliminated at the option of the GCSC. The Other Party is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Other Party or any other insurance of the Other Party shall be considered primary, and insurance of the GCSC shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of GCSC, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

Workers Compensation Coverage

The Other Party shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

The Other Party shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The Other Party shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

Commercial General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Other Party is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the GCSC's acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it should be at least "following form" and shall not be more restrictive than the underlying insurance policy coverages.

ADDITIONAL INSURANCE

Professional Liability/Malpractice/Errors or Omissions Insurance

The Other Party shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence.

If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

Evidence/Certificates of Insurance

Certificate Holder will be addressed as the Gulf Coast State College, 5230 West U.S Highway, Panama City, Florida 32401. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address. As outlined above, the Gulf Coast State College is to be named as Additional Insured on General Liability and Business Auto.

Each Certificate will address the service being rendered to the GCSC by the Other Party.

Required insurance shall be documented in Certificates of Insurance which provide that the GCSC shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

New Certificates of Insurance are to be provided to the GCSC at least 15-days prior to coverage renewals.

If requested by the GCSC, the Other Party shall furnish complete copies of the Other Party's insurance policies, forms and endorsements.

For Commercial General Liability coverage the Other Party shall, at the option of the GCSC, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the GCSC, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Other Party's obligation to fulfill the insurance requirements herein.

ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda:

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

It is the responsibility of the firm to ensure that they have received addendums if issued. Call (850) 872-3843 or email tlawson@gulfcoast.edu prior to submitting your proposal to ensure that you have received addendums.

ANTI-COLLUSION CLAUSE

Firm certifies that their response is made without prior understanding, agreement or connection with any Corporation, Firm or person submitting a response for the same services and is in all respects fair and without collusion or fraud.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all firms, must disclose if any District Board of Trustees of Gulf Coast State College(s), employee(s), elected officials(s), of if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their firm.

Indicate either “yes” (a GCSC employee, elected official, or agency is also associated with your firm), or “no”. If yes, give person(s) name(s) and position(s) with your firm.

YES _____ NO _____

NAME(S)

POSITION(S)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

DRUG FREE WORKPLACE
Section 287.087 Florida Statutes

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, which are equal with respect to price, quality, and service, are received by the GCSC for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied vendors have a drug free workplace program. To have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

E-VERIFY

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. All persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with GCSC.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

PUBLIC ENTITY CRIMES STATEMENT
SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES

THIS FORM **MUST** BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(print name of the public entity)
by _____
(print individual's name and title)
for _____
(print name of entity submitting sworn statement)
whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crimes, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes** means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with an convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners,

shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

Date: _____

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who, after first being sworn by me, **(name of individual signing)** affixed his/her signature in the space provided above on this ____ day of _____, 2018.

NOTARY PUBLIC
My commission expires:

Notary Stamp

Form PUR 7068 (Rev. 04/10/91)

BID FORM

This Bid of _____, hereinafter called
“Bidder,” organized and existing under the laws of the State of Florida doing business as
_____(Insert a corporation”, “a partnership”
or

“an individual” as applicable), is hereby submitted to the District Board of Trustees of Gulf Coast State College, hereinafter called “OWNER.”

In compliance with the ITB, Bidder hereby proposes to perform all work for **UPS System for WKGC FM-HD Transmitter Site** as detailed in this solicitation.

By submission of this bid, each Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that this bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this solicitation with any other competitor.

Bidder agrees to charge the College \$ _____ Lump Sum to meet the requirements of **ITB #4-2018/2019**.

Lumps sum pricing includes design, equipment, installation and monitoring.

Scope of Work	Fee
Design	\$ _____
Equipment	\$ _____
Installation	\$ _____
Monitoring	\$ _____
Total Amount:	\$ _____

Continue to next page (signature page).

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

BID SCHEDULE OF EVENTS

The College will attempt to adhere to the following schedule of events:

Date/Time	Activity
September 18, 2018	Release / Posting of ITB
September 27, 2018 @ 4:00 PM CT	Last day for questions
October 1, 2018 @ 4:00 PM CT	Release of Official Response to Questions via Addendum https://www.gulfcoast.edu/administration-departments/procurement/solicitations-awards/index.html
October 9, 2018 @ 2:00 PM CT	Bids due and shall be opened
October 11, 2018	Post Intent to Award
October 20, 2018	DBOT Award to Successful Bidder

All times stated are Central Time (CT). Dates are subject to change as needed.