Request For Proposal

VEHICLE REPAIR & MAINTENANCE SERVICES
Project No. 2014-010
June 9, 2014

Village of Pinecrest
12645 Pinecrest Parkway
Pinecrest, Florida 33156
www.pinecrest-fl.gov/BIDS
VEHICLE REPAIR AND MAINTENANCE SERVICES
PROJECT NO. 2014-010

Sealed proposals will be received at the Office of the Village Manager, Village of Pinecrest 12645 Pinecrest Parkway, Pinecrest, Florida 33156, until 10:00 a.m. on Tuesday, July 8, 2014, at which time they will be opened and publicly read. Any proposals received after the time specified will not be accepted.

The proposals shall be based on the furnishing of all material, labor and equipment in connection with vehicle repair and maintenance services for the Village of Pinecrest in complete and strict accordance with specifications in the Request for Proposals Packet.

The Village of Pinecrest reserves the right to waive informalities in any proposal, delete any proposal item in the project or extend the project within the limits of the work involved. The Village of Pinecrest reserves the right to accept or reject any or all proposals.

Release Date: June 9, 2014
Due Date: Tuesday, July 8, 2014, 10:00 am
Contact: agasca@pinecrest-fl.gov
SECTION 1 - INTRODUCTION

1.1 BACKGROUND

The Village of Pinecrest is a municipal corporation of the State of Florida, Miami-Dade County, encompassing about 8 square miles. The total population approximates 18,500 and includes about 6,000 single family homes, duplexes and townhouses, as well as commercial property along US 1.

The Village has a fleet of 44 vehicles, including trucks and patrol cars, which serve various departments. A complete list of Village vehicles is attached as Exhibit A. The Village currently contracts with an outside vendor for vehicle repairs and maintenance.

1.2 INFORMATION AND CLARIFICATION

The Village of Pinecrest, Florida is inviting the submission of proposals from qualified vendors to furnish all material, labor, and equipment in performing all operations necessary in connection with the repair and maintenance of Village of Pinecrest vehicles.

All requests for information or clarification should be addressed to the Administrative Services Manager, Angela Gasca, at agasca@pinecrest-fl.gov.

1.3 ELIGIBILITY

To be eligible to respond to this RFP, the Proposer must have a valid occupational license and any other required licenses to perform vehicle repairs in Miami-Dade County and the State of Florida. Interested facilities must have all of their mechanics with ASE (Automotive Service Excellence) Certification.

1.4 CONE OF SILENCE

You are hereby advised that this Request for Proposal is subject to the “Cone of Silence,” in accordance with Section 2-11.1(t)(a) of the Code of Miami-Dade County. From the time of advertising until the Village Manager issues her recommendation, there is a prohibition on communication with the Village’s professional staff. The Cone of Silence does not apply to oral communications at pre-bid conferences, oral presentations before evaluation committees, contract discussions during any duly noticed public meeting, public presentations made to the Village Council during any duly noticed public meeting, contract negotiations with the staff following the award of
an RFP, RFQ, RFLI or bid by the Village Council, or communications in writing at any time with any Village employee, official or member of the Village Council unless specifically prohibited. A copy of all written communications must be filed with the Village Manager. Violation of these provisions by any particular bidder or proposer shall render any RFP award, RFQ award, RFLI award, or bid award to said bidder or proposer void, and said bidder or proposer shall not be considered for any RFP, RFQ, RFLI or bid for a contract for the provision of goods or services for a period of one year.

All questions regarding this RFP must be submitted in writing no less than five (5) business days before the proposal due date. All questions and comments should be directed to the Administrative Services Manager, Angela Gasca, at agasca@pinecrest-fl.gov. Answers to all submitted questions will be posted on the Village’s web site, www.pinecrest-fl.gov/BIDS.

1.5 CERTIFICATION

By offering a submission to this Request for Proposal the proposer certifies the proposer has not divulged to, discussed or compared his proposal with other proposals and has not colluded with any other proposer or parties to this proposal whatever. Also, proposer certifies, and in the case of a joint proposal each party thereto certifies as to his own organization, in connection with this proposal:

A. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other proposer or with any competitor;

B. Any prices and/or cost data quoted for this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to the scheduled opening, directly or indirectly to any other proposer or to any competitor;

C. No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition;

D. The only person or persons interested in this bid as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into; and brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the purchaser for the purpose of doing business.
1.6 PUBLIC RECORDS
Florida law provides that municipal records shall at all times be open for inspection by any person under §119, F.S., as amended from time to time; The Public Records law. Information and materials received by the Village in connection with responses shall be deemed to be public records subject to public inspection.

1.7 RETENTION OF PROPOSALS
The Village reserves the right to retain all Proposals submitted and to use any ideas contained in a Proposal, regardless of whether that firm is selected.

1.8 IRREVOCABLE OFFER
Any proposal may be withdrawn up until **10:00 a.m., Tuesday, July 8, 2014.** Any proposals not so withdrawn before the opening date shall constitute an irrevocable offer for a period of ninety (90) days to provide the services set forth in the proposal.

1.9 MAILING INSTRUCTIONS AND SUBMITTAL DEADLINE
Sealed proposals must be received no later than **10:00 a.m. local time on Tuesday, July 8, 2014** at 12645 Pinecrest Parkway. Each sealed proposal should be clearly marked and identified as follows:

Village of Pinecrest  
12645 Pinecrest Parkway  
Pinecrest, Florida 33156  
"VEHICLE REPAIR & MAINTENANCE SERVICES"

Each proposer shall submit one (1) original, one (1) copy and one (1) digital (CD or USB Flash Drive in pdf format) proposal.

The responsibility for submitting this proposal and its receipt on or before the stated time and date will be solely and strictly the responsibility of the proposer. The Village is in no way responsible for delays caused by any delivery system or caused by any other occurrence. Proposals received after the exact time and date stipulated above shall be considered non-responsive.
1.10 VILLAGE OPTIONS

The Village reserves and holds at its sole discretion the right and option to award a Contract(s) for the provision of vehicle repair and maintenance services. The Village Manager will report to the Village Council whether or not a contract award(s) is/are recommended.

The Village also reserves and holds at its sole discretion the following rights and options:
- To issue addenda/clarification to this RFP.
- To reject or accept any and all proposals.
- To issue subsequent RFP.
- To enter into contract negotiations.
- To wave technicalities.

1.11 AWARD OF CONTRACT

The Village intends to select and make a recommendation for award of a contract to the Village Council. There is no obligation on the part of the Village to award the contract to the lowest proposer (least cost to the Village). The Village further reserves the right to award the contract to the most responsible proposer submitting a proposal which is most advantageous and in the best interest of the Village. The Village shall be the sole judge of the proposal that is/are in its best interest, and its decision is final. The term of the contract shall be in accordance with the time requirements as set forth in this RFP Section 2.4 TERM.

1.12 WRITTEN NOTICE TO PROPOSERS

All proposers will be e-mailed, at the time of tentative successful proposal selection, a notification of said selection.

1.13 NON-ASSIGNMENT

The contractor shall not assign, transfer, convey, or otherwise hypothecate any interest, rights, duties, or obligations it will have under the contract to be awarded, without the prior written consent of the Village. The Village may, at its option, terminate the Agreement immediately upon notice of such action by the contractor.

1.14 INDEMNIFICATION AND HOLD HARMLESS

The contractor shall indemnify and hold harmless the Village, its agents and employees
from and against all claims, damages, losses, and expenses arising out of or resulting from the proposer's performance of the contract. The contractor shall also indemnify and hold harmless the Village, its agents and employees from and against all claims, damages, losses and expenses arising from action of contractor’s employees on Village property or in the course of carrying out any business related to the contract.

1.15 DEFAULT

Failure of the proposer to comply with any covenant of the contract to be awarded shall constitute a default, and the Village may at its option terminate the contract thirty days after receipt by the proposer of written notice, unless said default is cured within such period.

SECTION 2 –SPECIFICATIONS

2.1 SCOPE OF WORK

The work covered by this specification consists of furnishing all material, labor and equipment necessary in performing all operations necessary in connection with the repair and maintenance of Village of Pinecrest vehicles. A complete list of Village vehicles is attached to this RFP as Exhibit A.

2.2 SERVICE AVAILABILITY

The selected firm shall provide vehicle repair services a minimum of six (6) days a week, from at least 8:00 am to 5:00 pm on normal business weekdays and at least 9:00 am to 1:00 pm on normal business Saturdays. The service hours and days of your firm should be specified in the Qualification Questionnaire attached to this RFP as Exhibit B.

2.3 SERVICE LEVEL

The selected firm is required to provide service according to the vehicle manufacturer’s recommended service levels.

2.4 SPECIAL SERVICE

Special service shall be given to expedite the maintenance and repairs of police vehicles. Police vehicles at the shop for routine maintenance will be given priority over all other vehicles, and the work on these vehicles must be completed within 45 minutes. Police vehicles at the shop for other maintenance or repairs will also be given reasonable priority.

The priority service, pick-up and delivery, etc. shall be specified in the Qualification
Questionnaire attached to this RFP as Exhibit B.

2.3 FEES FOR SERVICE

Interested firms must submit the Schedule of Fees attached to this RFP as Exhibit C.

Parts & Material

All parts and material required in the performance of this specification shall be charged on the basis of the manufacturer or jobber’s list price less a fixed discount percentage rate that the firm must identify in his proposal submission. The Village reserves the right, should it deem necessary, to inspect the bidders discount procedure, either prior to or after the contract has been awarded. The contractor will be required to show the discount rate allowed on each and every invoice.

2.4 TERM

The term of the agreement shall commence upon final execution of the agreement by the Village and continue for a period of three (3) years, with one two-year option if agreed to by both parties.

2.5 TERMS OF PAYMENT

The contractor will issue an invoice once a month of the work, which has been completed, in the Village Manager’s sole discretion. If he/she determines that the work specified in the invoice has been performed according to the job specifications, the Village shall pay such invoice within 30 days.

2.6 INSURANCE REQUIREMENTS

During the term of the agreement, the selected firm will be required to maintain the following insurance coverage:

A. Commercial General Liability Insurance. Commercial general liability coverage with limits of liability of not less than $1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. The liability insurance shall include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of $2,000,000 each.

B. Workers Compensation and Employer’s Liability Insurance. Workers
compensation and employer’s liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer’s Liability with minimum limits of $1,000,000.00 each accident.

C. Business Automobile Liability Insurance. Business automobile liability insurance with minimum limits of $1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage.

D. Professional Liability Insurance. Professional liability insurance in an amount of not less than $1,000,000.00 per Occurrence, single limit.

E. Other Coverages. Such additional insurance coverages as may be reasonably required by the Village.

2.7 PERFORMANCE REQUIREMENTS

During the term of the agreement, the selected firm shall be required to:

- Guarantee all work for one (1) year from the time the work is completed.
- Maintain accessibility to the maintenance facility pursuant to the requirements of the agreement and this RFP.
- Maintain the same level of performance as stated in the proposal throughout the term of the agreement.
- Maintain all vehicles per manufacturer’s suggested service intervals using only factory recommended parts and products.
- Have all mechanics ASE (Automotive Service Excellence) Certified.

SECTION 3 – REQUIREMENTS OF THE RESPONSE

3.1 GENERAL REQUIREMENTS

The purpose of the response is to demonstrate the qualifications, competence and capacity of the firm seeking to provide vehicle maintenance and repair services for the Village of Pinecrest in conformity with the requirements of this Request for Proposals. As such, the substance of the Request for Proposal and qualifications will carry more weight than their form or manner of presentation. The technical response should demonstrate the qualifications of the individual or firm and of the particular staff to be assigned to this engagement.
The Proposal should respond to all the points outlined in the Request for Proposal. The Proposal should be prepared simply and economically, providing a straightforward, concise description of the individual's or firm's capabilities to satisfy the requirements of the Request for Proposal. Please provide as much information as possible regarding qualifications and experience.

3.2 SUBMISSION REQUIREMENTS

The following information must be included as part of the proposal:

A. Name, contact, address, telephone and fax number, and email of your firm.
B. Type of organization (i.e., individual, partnership, corporation, joint venture, etc.), year established, and address of home office if different than above.
C. Qualifications of firm, including but not limited to: firm’s history and number of years in business.
D. Provide all necessary licenses, permits and certifications relating to vehicle repair and maintenance.
E. Completed Qualification Questionnaire attached to this RFP as Exhibit B.
F. Completed and signed Schedule of Fees form attached to this RFP as Exhibit C.
G. Proof of insurance as detailed in Section 2.6, INSURANCE REQUIREMENTS
H. Completed Public Entity Crimes and Conflicts of Interest form attached to this RFP as Exhibit D.
I. Completed Drug Free Workplace form attached to this RFP as Exhibit E.
J. References - All qualified firms must submit a list of at least three firms, organizations, or major customers to whom they have provided services within the past five years. Along with this information should be supplied the name, address and phone number of each reference listed. Letters of recommendation and references from other municipalities or public agencies are preferred.
K. Information on any pending litigation against the firm or any of its principals as it relates to the services provided by the firm.
L. Any other information you feel is appropriate to assist in the selection process.
# EXHIBIT A
## VILLAGE VEHICLES

<table>
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<tr>
<th>Dpt.</th>
<th>Year</th>
<th>Description</th>
</tr>
</thead>
<tbody>
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<tr>
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<td>2010</td>
<td>Honda: Accord</td>
</tr>
<tr>
<td>Police</td>
<td>2014</td>
<td>Ford: 4 Door</td>
</tr>
<tr>
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<td>Ford: 4 Door</td>
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<tr>
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</tr>
<tr>
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<td>2014</td>
<td>Ford: 4 Door</td>
</tr>
<tr>
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<td>2013</td>
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</tr>
<tr>
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</tr>
<tr>
<td>Police</td>
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<td>Chevy: 4DR</td>
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<tr>
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<td>2011</td>
<td>Ford: Crown Victoria</td>
</tr>
<tr>
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<td>2014</td>
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<td>2012</td>
<td>Utility: Trailer</td>
</tr>
</tbody>
</table>
EXHIBIT B
QUALIFICATION QUESTIONNAIRE

All vendors must complete this questionnaire in order to be included in the evaluation of the proposals. The information supplied will enable the Village to determine whether or not the vendor has adequate personnel and facilities to properly perform the work.

1. Facility Name and Physical Address: __________________________________________

2. Normal Operating Hours: Weekdays _____ am to _____ pm
   Saturdays _____ am to _____ pm
   Sundays & Holidays _____ am to _____ pm

3. Number of employees on your regular payroll: __________

4. Number of ASE Certified employees: __________

5. Do any of your employees have any other special certifications or ratings? If so, specify: __________________________________________

6. Do you have any special equipment that is available to service Village Vehicles? If so, specify: __________________________________________

7. How many working bays does your facility have? __________

8. What is the overall size of your facility? __________________________________________

9. Do you have a locked, fenced and secured storage area? Yes / No

10. How far in advance must appointments be scheduled? __________________________

11. In case of an emergency, will you accommodate the Village with same day repair services when possible? Yes / No

12. List the largest vehicles by weight that you can accommodate on your lifts. _______

13. Specify any special service provided to expedite the maintenance of repairs of police vehicles such as priority service, pickup and delivery, etc: __________________________________________
EXHIBIT C
SCHEDULE OF FEES

The vendor agrees that the following schedule of fees shall be the maximum amount which they may charge for Vehicle Repair and Maintenance Services. Include any and all shop supply fees.

1. OIL CHANGE  
   Must include:
   • Change the vehicle’s oil with up to five (5) quarts of top quality motor oil*
   • Replace the oil filter with top quality filter*
   • Inspect the wiper blades and replace, if needed (do not include price of parts)
   • Vacuum the interior floors
   • Clean the exterior windows
   • Lubricate all grease fittings (if needed)
   • Check & fill (if needed) brake fluid
   • Check & fill (if needed) transmission / transaxle fluid
   • Check & fill (if needed) differential and coolant fluid
   • Check & fill (if needed) power steering fluid
   • Check & fill (if needed) windshield wash fluid
   • Check & fill (if needed) battery water
   • Check & inflate the tires to proper pressure and condition
   • Check all exterior lights
   *Both must meet manufacturer recommendations. Specify product details in bid. This bid will include all disposal and environmental fees.

2. REPLACEMENT OF PVC VALVE

3. REPLACEMENT OF FUEL FILTER

4. REPLACEMENT OF BRAKES/BRAKE PARTS
   a) Front Slotted Disc Brakes (full - all parts and labor)  
   b) Rear Disc Brakes (full - all parts and labor)  
   c) Rear Drum Brakes (full: - all parts and labor)  
   d) Turn Brake Drums (per pair)  
   e) Turn/Cut Rotors (per pair)  
   f) Replace Rotors (per pair; full: - all parts and labor)  
   g) Rebuild Wheel Cylinders (each)  
   h) Rebuild Master Cylinder  
   i) Flush Brake Fluid  

5. REPLACEMENT OF AIR FILTER

6. RADIATOR FLUSH (Include Fluid)

7. AIR CONDITIONING SERVICE (Include 1 lb of Freon)

8. SERPENTINE BELT REPLACEMENT
9. TRANSMISSION (Drain/Replace Fluid/Clean Filter)  
10. INTAKE MANIFOLD GASKET REPLACEMENT (Including Labor)  
11. TUNE-UP Including Plugs (Specify price when bidding for each)  
   a) Four cylinder  
   b) Six cylinder  
   c) Eight cylinder  
12. JUMP-START VEHICLE  
13. BATTERY (HD)  
   a) Replacement (must meet manufacturer AMP specifications for vehicle)  
   b) On-board diagnostic inspections  
14. ALTERNATOR REPLACED  
15. ALIGNMENTS  
   a) Front Pair (2 Wheel)  
   b) Rear Pair (2 Wheel)  
   c) Front and Rear (4 Wheel)  
16. SHOCKS  
   a) Front  
   b) Rear  
17. TIRES  
   a) Repair  
      Specify type of repair (interior patch or equivalent):  
   b) Remove & Replace  
   c) Balance  
   d) Rotate (with inspection of brakes)  
18. COMPUTER DIAGNOSTIC ASSESSMENT  
19. LABOR RATE/HOUR FOR NON-LISTED REPAIRS  
20. EMERGENCY TOWING CHARGE  
21. PERCENTAGE DISCOUNT OFF LIST PRICE OF PARTS  

In submitting this proposal, it is understood that the unrestricted right is reserved by the Village in making the award to reject any and all proposals or parts thereof, or to waive any informalities or technicalities in said bids. The undersigned hereby certifies that this bid is genuine, and not a sham or collusive, or made in the interest or in behalf of any person, firm or corporation not herein named; that the undersigned has not directly or indirectly induced or solicited any bidder to refrain from bidding, and that the undersigned has it, in any manner, sought by collusion to secure for himself and advantage over any other bidder.

Print Name

Signature

Title

Date
EXHIBIT D

PUBLIC ENTITY CRIMES AND CONFLICTS OF INTEREST

Pursuant to the provisions of Paragraph (2) (a) of Section 287.133, Florida State Statutes – “A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction of repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded to perform Work as a Contractor, supplier, Subcontractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount Category Two of Section 287.017, Florida Statutes, for thirty six (36) months from the date of being placed on the convicted vendor list”.

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. BIDDERS must disclose with their Bids, the name of any officer, director, partner, associate or agent who is also an officer or employee of the Village of Pinecrest or its agencies.

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

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to ________________________________________________
   by ________________________________________________
   For ________________________________________________
   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 crime, 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:
   (a) A predecessor or successor of a person convicted of a public entity crime; or
   (b) 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 any 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 of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any 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.
   _____ 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]

Sworn to and subscribed before me this _________ day of ___________________________, 2013.

Personally known __________________________

OR Produced identification __________________________

Notary Public – State of __________________________

My commission expires __________________________

(Type of identification)

(Printed, typed or stamped commissioned name of notary public)

Form PUR 7068 [Rev.06/11/92]
Whenever two or more Bids which are equal with respect to price, quality and service are received by the State or by any political subdivisions for the procurement of commodities or contractual services, a Bid 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 the Bids will be followed if none of the tied vendors have a drug-free workplace program. In order 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’ 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 of the commodities or contractual services that are under Bid, he employee will abide by the terms of the statement and will notify the employee 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 any 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.

______________________________
Print Name

______________________________
Signature

______________________________
Title

______________________________
Date