

**FORT PIERCE UTILITIES AUTHORITY CONTRACT
FOR
SECURITY GUARD SERVICES**

Contract is made between Fort Pierce Utilities Authority (FPUA) and Excelsior Defense, Inc., of the City of Saint Petersburg, State of Florida, hereinafter referred to as Contractor.

The parties to this Contract in consideration of the mutual covenants and stipulations set out herein agree as follows:

Section 1

Contractor shall be defined as an individual, firm, or corporation having a direct contract with FPUA or with any other subcontractor in the performance of a part of the work contracted for under the terms of Contractor's direct contract with FPUA.

Section 2

Contractor is hereby contracted with to perform the following services: Security Guard Services in accordance with Bid No. 18-41 appended hereto, hereinafter referred to as Specifications, and made a part thereof of this Contract.

Section 3

The services to be performed by Contractor shall be on the following site(s), hereinafter referred to as Project Site: 206 South 6th Street, Fort Pierce, Florida, or other areas requested by the Customer Service Manager.

Section 4

The job upon which Contractor is to perform the services shall be referred to as the Security Guard Services, Bid No. 18-41 job.

Section 5

Contractor shall be paid by FPUA in the following manner: monthly and in accordance with the Local Government Prompt Payment Act, sections 218.70-79, Florida Statutes. The calculations shall begin using the date the invoice was received.

Total job price: not to exceed \$100,300.00 (one hundred thousand three hundred dollars and no cents) for the initial three (3)-year contract term, and renewal options not to exceed \$34,786.25 (thirty four thousand seven hundred eighty six dollars and twenty five cents) for the first renewal period, and not to exceed \$35,466.25 (thirty five thousand four hundred sixty six dollars and twenty five cents) for the second renewal period, on the terms contained in Contractor's said proposal for the doing of said work and the said award therefore, and the Specifications herein specifically referred to and made a part of this Contract.

Section 6

Contractor shall, under no circumstances, look to FPUA to provide any labor or equipment for Contractor. Contractor shall provide all of the labor and equipment necessary to perform the job or services contracted for at the expense of Contractor. Property of any kind that may be on the premises, which are the site of the performance of this Contract, during the performance of this Contract, shall be at the sole risk of Contractor.

Section 7

Contractor shall provide certificate of insurance to FPUA setting forth the type and amount of insurance carried by Contractor and conforming to the minimum requirements set forth in the Specifications defined in section 2 above. All requirements of this section shall be approved by FPUA.

Section 8

This instrument contains the entire agreement between the parties and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Contract shall be valid or binding and this Contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed hereon.

Section 9

This Contract shall commence upon June 1, 2018 and end on May 31, 2021. There shall be two (2) one (1)-year renewal options on terms and conditions that are mutually acceptable in writing to the parties. This Contract will remain in effect in the event of a natural disaster.

Section 10

Contractor acknowledges and understands that he is an independent contractor in his relationship to FPUA.

Section 11

This Contract shall inure to the benefit of and be binding upon the heirs, executors, administrator, assignees and successors of the respective parties.

Section 12

FPUA shall have the right to terminate said Contract by giving Contractor thirty (30) days written notice if the service that is being provided is not maintained at levels necessary to provide the required service. FPUA will determine in its sole judgment what constitutes a satisfactory level of service.

FPUA may terminate this Contract in accordance with the following terms and conditions:

- A. Termination for Convenience. FPUA may, when in the interests of FPUA, terminate performance under this Contract by Contractor, in whole or in part, for the convenience of FPUA. FPUA shall give written notice of such termination to Contractor specifying when termination becomes effective. Contractor shall incur no further obligation in connection with the work so terminated, other than warranties and guarantees for completed work, and

Contractor shall stop work when such termination becomes effective. Contractor shall also terminate outstanding orders and subcontracts for the affected work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. FPUA may direct Contractor to assign Contractor's rights, title and interest under termination orders or subcontracts to FPUA or its designee. Contractor shall transfer title and deliver to FPUA such completed or partially completed work and materials, equipment, parts, fixtures, information and contract rights as Contractor has in their possession or control. When terminated for convenience, Contractor shall be compensated as follows:

- i. Contractor shall submit a termination claim to FPUA specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by FPUA. If Contractor fails to file a termination claim within one (1) year from the effective date of termination, FPUA shall pay Contractor an amount derived in accordance with subsection (iii) below:
- ii. FPUA and Contractor may agree to the compensation, if any, due to Contractor hereunder;
- iii. Absent agreement to the amount due to Contractor, FPUA shall pay Contractor the following amounts:
 - a) Contract costs for labor, materials, equipment and other services accepted to FPUA's satisfaction under this Contract;
 - b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating Contractor's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any; and
 - c) Reasonable costs of settling and paying claims arising out of the termination of subcontractors or order pursuant to subsection A of this section (if contingent assignment of such contracts has not been elected as provided herein). These costs shall not include amounts paid in accordance with other provisions hereof. This clause is subject to and Contractor shall be limited by FPUA's right to direct the replacement of subcontractors under section 12.A.

The total sum to be paid Contractor under this subsection A shall not exceed the total contract amount, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

- B. Termination for Cause. If Contractor does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligation for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Contract, then FPUA, in addition to any other rights it may have against Contractor or others, may immediately terminate the performance of Contractor, in whole or in part at

FPUA's sole option, and assume possession of the Project Site and all materials and equipment at the site and may complete the work.

In such case, Contractor shall not be paid further until the work is complete. After completion has been achieved, if any portion of the contract price, as it may be modified hereunder, remains after the cost to FPUA of completing the work, including all costs and expenses of every nature incurred, has been deducted by FPUA, such remainder shall belong to Contractor. Otherwise, Contractor shall pay and make whole FPUA for such cost. This obligation for payment shall survive the termination of the Contract.

In the event the employment of Contractor is terminated by FPUA for cause pursuant to this subsection B and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under subsection A and the provisions of subsection A shall apply.

- C. Termination for Non-Appropriation. FPUA may also terminate this Contract in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the project, regardless of the source of such funds, and such termination shall be on the terms of subsection A.
- D. FPUA's rights under this section shall be in addition to those contained elsewhere herein or provided by law.

Section 13

- A. Contractor shall indemnify and hold harmless FPUA and its officers, agents and employees, from any 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 Contractor and persons employed or used by Contractor in the performance of this Contract.
- B. In accordance with section 2-63 of the City of Fort Pierce Code of Ordinances, FPUA has the right to audit the books and records of Contractor under any Contract other than a firm fixed-price contract to the extent that such books and records are pertinent to the performance of such Contract. Such books and records shall be maintained by Contractor for a period of three (3) years from the date of final payment under the Contract.
- C. Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same without the prior written approval of FPUA.
- D. Nothing in this Contract shall be construed to give any rights or benefits to anyone other than FPUA and Contractor.
- E. Venue: This Contract shall be constructed in accordance with the laws of the State of Florida and venue shall be St. Lucie County.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals to this Contract the day and year set forth below.

Signed, sealed and delivered in the presence of:

EXCELSIOR DEFENSE, INC.

BY: [Signature]
Signature/Officer of Firm (Manual)

Kris Halverson
Name (Typed or Printed)

TITLE: PRESIDENT

STATE OF: Florida

COUNTY OF: Pinellas

The foregoing instrument was acknowledged before me this 9th day of May, 2018, by Kris Halverson, President of Excelsior Defense, Inc.
a Florida State corporation, on behalf of the corporation.

He/She is personally known to me or has produced as identification.



[Signature]
Notary Public

My commission expires: 2/18/22

ATTEST: [Signature]
Secretary

(FPUA Seal)

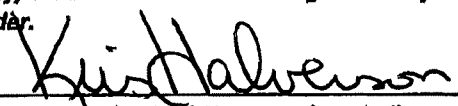
FORT PIERCE UTILITIES AUTHORITY
BY: [Signature]
vice Chairman

DATE: 5/15/18

APPROVED AS TO FORM & CORRECTNESS:

BY: [Signature]
Fort Pierce Utilities Authority Attorney

ORIGINAL

RETURN TO: Purchasing Program Manager Fort Pierce Utilities Authority	Fort Pierce Utilities Authority (FPUA) INVITATION TO BID and BIDDER ACKNOWLEDGMENT	
DELIVER TO: 500 Boston Ave Fort Pierce, FL 34950-4291		
MAIL TO: PO Box 3191 Fort Pierce, FL 34948-3191		
Contact: Nancy J. Palka <u>PurchasingManager@fpua.com</u> (772) 466-1600 x3272	Bid No: 18-41	
Mandatory Pre-Bid Conference Date: N/A	Bid Title: SECURITY GUARD SERVICES	
Mandatory Pre-Bid Conference Location: N/A	Bid Opening Location: Fort Pierce Utilities Authority Administration Conference Room 206 S 6 th Street Fort Pierce, FL 34950-4222	
Bid Due Date & Time: FRIDAY, APRIL 20, 2018 @ 3:00 PM	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.	
Bidder Name: <u>EXCELSIOR DEFENSE, INC.</u>	<i>I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Bidder.</i> x <u></u> Authorized Signature (Manual)	
Mailing Address: <u>2660 5th Avenue North</u> <u>SAINT PETERSBURG, FL. 33713</u>		
Phone Number: 727-527-9600		Typed or Printed Name: Kris Halverson
Fax Number: 727-520-1199		Title: President
E-Mail Address: khalverson@excelsiordefense.com	Delivery in <u>not applicable</u> days, ARO	
Delivery: FOB Destination	Payment Terms: Net 45 Days	
Bid Security is attached, when required, in the amount of \$ <u>N/A</u>	If returning as a "No Bid," please state reason:	

Nancy Palka

From: Nancy Palka
Sent: Tuesday, April 24, 2018 3:38 PM
To: 'Kristofor Halverson'
Subject: ITB No. 18-41 Security Guard Services - Excelsior Defense, Inc. - Need additional Information for ITB Submission to be compliant
Attachments: 18-41 Excelsior Defense-Bid Submission Form.pdf
Follow Up Flag: Follow up
Flag Status: Flagged
Categories: Open issues, BID RFP SA PB SS

Good Afternoon,

Upon review of your ITB Package, the following item(s) were not compliant:

- 1.) Bid Response Form – Year 3 price extension was incorrect, therefore the total bid price was incorrect.

To make your ITB Submission compliant please forward the attached Bid Submission Form, initialed and dated by the changes, and return to me, via e-mail, As soon as possible.

If you have any questions, please feel free to contact me.

Thank you,

Nancy Palka
Purchasing Program Manager
Fort Pierce Utilities Authority
(772)466-1600x3272
npalka@FPUA.com
purchasingmanager@FPUA.com



BID RESPONSE FORM

Bid Item SECURITY GUARD SERVICES

Bid Number 18-41 **Due Date and Time** APRIL 20, 2018 @ 3 PM

The offeror agrees to furnish and deliver to the Fort Pierce Utilities Authority at the place specified, the following items or services in accordance with specifications and scope of work herein at the prices quoted below:

Contract Year	Description	Hourly Rate	Total Annual Hours	Yearly Price
1	Hourly rate for one (1) Armed Security Guard	\$15.41	2125	\$32,746.25 ✓
2	Hourly rate for one (1) Armed Security Guard	\$15.74	2125	\$33,447.5 ✓
3	Hourly rate for one (1) Armed Security Guard	\$16.05	2125	34106.80 \$34,786.25 ✓
4	Hourly rate for one (1) Armed Security Guard	\$16.37	2125	\$34,786.25 ✓
5	Hourly rate for one (1) Armed Security Guard	\$16.69	2125	\$36,466.25 ✓
TOTAL PRICE:				\$174,232.50 170,552.50

KJA
4-24-18

KJA
4-24-18

The Bidder hereby acknowledges receipt of the following addenda:

ADDENDUM NO.	ADDENDUM DATE

None 4-18-18

Vendor EXCELSIOR DEFENSE, INC.

Address 2660 5th Avenue North

City, State, Zip Code SAINT PETERSBURG, FL. 33713

Email Address khalverson@excelsiordefense.com

Typed Name, Title Kris Halverson, President

Signature *Kris Halverson* **Date** 04/16/2018

Telephone # 727-927-9800 **Fax #** 727-520-1199

Is this business registered with the State of Florida as a minority-owned, disadvantaged business?
 Yes / No



**CERTIFICATION STATEMENT –
LOCAL VENDOR PREFERENCE**

N/A

I certify that my company meets all of the following qualifications to be eligible for the local vendor preference:

- 1) That my company has had a fixed, staffed office or distribution point located in and having a street address within St. Lucie, Indian River, Martin or Okeechobee County for at least six (6) months prior to the issuance of the request for competitive bids or request for proposals by Fort Pierce Utilities Authority; and
- 2) That my company holds any business tax receipt(s) and contractor's Certificate(s) of Competency (if applicable) required by the City of Fort Pierce and/or St. Lucie County.
- 3) That my company is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venture submitting an offer in conjunction with other businesses.
- 4) Attached is a copy of my company's business tax receipt(s) and any required Certificate(s) of Competency.

Company Name: _____

Address: _____

Owner's Name: _____

Owner's Signature: _____

To be approved as a local bidder and receive bid preference on an eligible local project, this certification and copy(s) of your local business tax receipt(s) and Certificate(s) of Competency, as applicable, must be submitted with your bona fide Bid/RFP package.

FOR FPUA DEPARTMENT OF FINANCE ONLY. DO NOT COMPLETE BELOW

To be verified and completed by an authorized representative from the Department of Finance:

Vendor certified by: _____ Date: _____

(Authorized Signature)

2018 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P99000002113

Entity Name: EXCELSIOR DEFENSE, INC.

Current Principal Place of Business:

2660 5TH AVENUE NORTH
SAINT PETERSBURG, FL 33713

Current Mailing Address:

2660 5TH AVENUE NORTH
SAINT PETERSBURG, FL 33713 US

FEI Number: 59-3541210

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

HALVERSON, KRISTOFOR
2660 5TH AVENUE NORTH
SAINT PETERSBURG, FL 33713 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title DIRECTOR
Name HALVERSON, KRISTOFOR
Address 2660 5TH AVENUE NORTH
City-State-Zip: SAINT PETERSBURG FL 33713

Title PRESIDENT
Name HALVERSON, KRISTOFOR
Address 2660 5TH AVENUE NORTH
City-State-Zip: SAINT PETERSBURG FL 33713

Title SECRETARY
Name HALVERSON, KRISTOFOR
Address 2660 5TH AVENUE NORTH
City-State-Zip: SAINT PETERSBURG FL 33713

Title TREASURER
Name HALVERSON, KRISTOFOR
Address 2660 5TH AVENUE NORTH
City-State-Zip: SAINT PETERSBURG FL 33713

Title VP
Name HALVERSON, EVANGELIA
Address 2660 5TH AVENUE NORTH
City-State-Zip: SAINT PETERSBURG FL 33713

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: KRISTOFOR HALVERSON

PRESIDENT

01/09/2018

Electronic Signature of Signing Officer/Director Detail

Date

IRS FORM W-9 – TAXPAYER ID NUMBER AND CERTIFICATION

Form W-9
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. EXCELSIOR DEFENSE, INC.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=Corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Specify to exempt member/owner of the LLC)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 2660 5th Avenue North	Requester's name and address (optional) Fort Pierce Utilities Authority 500 Boston Avenue Fort Pierce, FL 34950-4291
6 City, state, and ZIP code SAINT PETERSBURG, FL 33713	
7 List account number(s) here (optional)	

Print or type. See Specific instructions on page 3.

Part I Taxpayer Identification Number (TIN)																						
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.																						
Social security number <table border="1" style="width: 100%; height: 20px; border-collapse: collapse;"><tr><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td></tr></table>											OR Employer identification number <table border="1" style="width: 100%; height: 20px; border-collapse: collapse;"><tr><td style="width: 10%; text-align: center;">5</td><td style="width: 10%; text-align: center;">9</td><td style="width: 10%;"></td><td style="width: 10%; text-align: center;">-</td><td style="width: 10%; text-align: center;">3</td><td style="width: 10%; text-align: center;">5</td><td style="width: 10%; text-align: center;">4</td><td style="width: 10%; text-align: center;">1</td><td style="width: 10%; text-align: center;">2</td><td style="width: 10%; text-align: center;">1</td><td style="width: 10%; text-align: center;">0</td></tr></table>	5	9		-	3	5	4	1	2	1	0
5	9		-	3	5	4	1	2	1	0												
<small>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</small>																						

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
<small>Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.</small>	

Sign Here	Signature of U.S. person ▶ <i>Krist Halverson</i>	Date ▶ 04/16/2018
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is Backup Withholding, later.*

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

EXCELSIOR DEFENSE, INC. does:
(Name of Business)

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 proposed 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 employee 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 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.

Bidder's Signature: Kris Halverson

Date: 04/16/2018

NON-COLLUSION AFFIDAVIT FOR PRIME BIDDERS

STATE OF FLORIDA

COUNTY OF PINELLAS

Kris Halverson, being first duly sworn, deposes and says:

That he is President
(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly with any Bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the Fort Pierce Utilities Authority, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

EXCELSIOR DEFENSE, INC.
(Firm Name)

By: Kris Halverson

Title: President

Subscribed and sworn to before me this 16th
day of APRIL, 2018.

Beth M. Malcomb
Notary Public

My Commission expires: (Seal)
2/16/22

