

**COLUMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS**

**BID NO. 2022-W
Water Main Materials
For
Ellisville to Fort White Water Main Project**

The Board of County Commissioners (County) will receive sealed bids in the Office of the Commissioners, 135 NE Hernando Avenue, Suite 203, Lake City, FL 32055, until **2:00 PM** local time on **June 2, 2022**, for the following:

**Water Main Materials
Bid No. 2022-W**

Bidders without a complete proposal described will be considered improper. Late proposals will not be accepted. The Board reserves the right to waive informalities and award the Bid that is in the best interest of the County. The bid information is available online only at: <https://www.columbiacountyfla.com/PurchasingBids.asp>

Bids will be publicly opened in the Commissioner's Office at 2:00 PM, June 2, 2022, or as soon thereafter as practical. Bidders are responsible for the delivery of submissions. Submissions may be withdrawn at any time prior to the opening. Bids delivered in any other format other than specified in this solicitation will not be accepted. Questions regarding this solicitation must be received via email to Purchasing Officer at bccpurchasing@columbiacountyfla.com no later than May 26, 2022 at 3:00 PM local time. Responses to those questions considered material to the solicitation shall be distributed via formal addenda.

Columbia County welcomes your response to this solicitation. Bidders should be prepared in accordance with the instructions herein and will be evaluated by the County as stated in the evaluation section of this document. The County reserves the right to waive any formalities, to reject any or all bids or to re-advertise for these services. The County may withdraw all or part of this solicitation at any time to protect the interests of the County. All Bidders are asked to be thorough yet concise in their response. Failure to provide the response in the manner prescribed herein may be grounds for disqualification.

Only one bid set consisting of three (3) separate bid sheets will be furnished with each supplier or company interested in bidding. The one complete bid set is to be submitted in a sealed envelope. Bidders shall indicate Bid Number, Project Title, and the name and address of the firm submitting the bid on the outside of the envelope.

All Bidders are advised that under Chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.

SECTION I. GENERAL INSTRUCTIONS

These instructions will bind bidders and conditions herein set forth, except as specifically qualified in special bid and contract terms issued with any individual bid.

1. The following criteria are used in determining low responsible bidder:
 - a. The ability, capacity and skill of bidder to perform required service.
 - b. Whether the bidder can perform service promptly or within specified time.
 - c. The character, integrity, reputation, judgment, experience and efficiency of bidder.
 - d. The performance of previous contracts with entities similar to Columbia County.
 - e. The suitability of equipment or material for County use.
 - f. The ability of bidder to provide future maintenance.
2. Payment Terms are net thirty (30) unless otherwise specified. Favorable terms, discounts, may be offered and will be considered in determining low bids if they are deemed by Purchasing Department to be advantageous to the County.
3. All bids should be tabulated, totaled and checked for accuracy. Unit price will prevail in case of errors.
4. All requested information shall be included in the envelope. All desired information must be included for your bid to receive full consideration.
5. If anything on the bid request is not clear, you should contact the Purchasing Director immediately.
6. A bidders list is available on line at:
<https://www.columbiacountyfla.com/PurchasingBids.asp> .
7. Quote all prices F.O.B. as specified in bid documents. (See Further Details about delivery times and locations).
8. Each proposal shall be clearly marked on the outside of the envelope including Fed Ex, UPS or other delivery service envelopes, as a sealed bid. The name of the item being bid shall be shown on the outside in full.
9. No responsibility shall attach to any County representative or employee for the premature opening of bids not properly addressed or identified.
10. If only one (1) bid is received, the bid may be rejected and re-advertised or excepted if determined to be in the counties best interest.
11. Bids received late will not be accepted, and the County will not be responsible for late mail delivery.
12. Telephone and facsimile bids will not be acceptable in formal bid openings (sealed bids). Should a bid be misplaced by the County and found later, it will be considered. Any bidder

may request and shall receive a receipt showing the day and time any bid is delivered to the appropriate office of the County from the personnel thereof.

13. All bidders must be recognized dealers in the materials or equipment specified. A bidder at any time requested must satisfy the Purchasing Office and the County Manager that he has the requisite organization, capital, plant, stock ability and experience to satisfactorily execute the contract in accordance with the provisions of the contract in which he is interested.
14. Any alterations, erasures, additions, or admissions of required information or any changes to specifications or bidding schedule are done at the risk of the bidder. Any bid will be rejected that has a substantial variation, that is; a variation that affects price, quantity, and quality or delivery date (when delivery is required by a specific time).
15. When requested, samples will be furnished to the County free of expense, properly marked for identification and accompanied by a list where there is more than one (1) sample. The County reserves the right to mutilate or destroy any sample submitted whenever it may be to the best interest of the County to do so for the purpose of testing.
16. The County will reject any material, supplies or equipment that did not meet the specifications, even though the bidder lists the trade names or names of such material on the bid or price quotation form.
17. The unauthorized use of patented articles is done entirely at the risk of the successful bidder.
18. The ESTIMATED QUANTITY given in the specifications or advertisements is for the purpose of bidding only. Upon processing the order for material, the County plans to purchase within 10% to 20% of the estimated quantities provided. (See Further Details about Quantity and multiple orders).
19. All materials, equipment and supplies shall be subject to rigid inspection, under the immediate supervision of the Purchasing Department, its designee and /or the department to which they are delivered. If defective material, equipment, or supplies are discovered, the Vendor, upon being instructed by the Purchasing Department or designee, shall remove, or make good such material, equipment, or supplies without extra compensation. It is expressly understood and agreed that the inspection of materials by the County will in no way lessen the responsibility of the Contractor release him from his obligation to perform and deliver to the County Sound and satisfactory materials, equipment, or supplies. The Contractor agrees to pay the costs of all tests upon defective material, equipment, or supplies or allow the costs to be deducted from any monies due him from the County.
20. Unless otherwise specified by the Purchasing Department all materials, supplies, or equipment quoted herein must be delivered within thirty (30) days from the day of notification or exceptions noted on bid sheets. (See Further Details regarding delivery cycles and locations more than 30 days out).

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21. A contract or Purchase Order will not be awarded to any corporation, firm, or individual who is, from any cause, in arrears to the County or who has failed in former contracts with the County to perform work satisfactorily, either to the character of the work, the fulfillment or guarantee, or the time consumed in completing the work.
22. Reasonable grounds for supposing that any bidder is interested in more than one proposal for the same item will be considered sufficient cause for rejection of all proposals in which he is interested.
23. Submitting a proposal when the bidder intends to sublet the contract may be a cause for rejection of bids or cancellation of the contract by the County Manager.
24. Unless otherwise specified the County reserves the right to award each items separately or on a lump sum basis whichever is in the best interest of the County.
25. The County reserves the right to reject any and/or all quotations, to waive any minor discrepancies in the bids for all bidders equally, quotations, or specifications, when deemed to be in the best interest of the County and also to purchase any part, all or none of the materials, supplies, or equipment specified.
26. Failure of the bidder to sign the bid or have the signature of an authorized representative or agent on the bid proposal in the space provided will be cause for rejection of the bid. Signature must be written in ink. Typewritten or printed signatures will not be acceptable.
27. Any bidder may withdraw his/her bid at any time before the time set for the opening of the bids. No bid may be withdrawn in the thirty- (30) day period after bids are opened.
28. It is mutually understood and agreed that if at any time the Purchasing Department or designee shall be of the opinion that the contract or any part thereof is unnecessarily delayed or that the rate of progress or delivery is unsatisfactory, or that the Contractor is willfully violating any of the conditions or covenants of the agreement, or executing the same in bad faith, the Purchasing Department or his/her designee shall have the power to notify the aforesaid Contractor of the nature of the complaint. Notification shall constitute delivery of notice, or letter to address given in the proposal. If after three (3) working days of notification the conditions are not corrected to the satisfaction of the Purchasing Director, he shall thereupon have the power to take whatever action he may deem necessary to complete the work or delivery herein described, or any part thereof, and the expense thereof, so charged, shall be deducted from any paid by the County out of such monies as may become due to the said Contractor, under and by virtue of this agreement. In case such expense shall exceed the last said sum, then and in that event, the bondsman or the Contractor, his/her executors, administrators, successors, or assigns, shall pay the amounts of such excess to the County on notice made by the Purchasing Department or his/her designee of the excess due.
29. If the bidder proposes to furnish any item of foreign make or product, he shall write "foreign" together with the name of the originating country opposite such item on a proposal.

30. Any complaint from bidders relative to the invitation to bid or attached specifications shall be made prior to the time of opening bids; otherwise, the bidder waives any such complaint.
31. Contracts may be cancelled by the County with or without cause on thirty- (30) days advance written notice.
32. Any bidder affected adversely by an intended decision with respect to the award of any bid, shall file with the Purchasing Department for Columbia County, a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturdays, Sundays and legal holidays), after the posting of the bid tabulation. Protest procedures may be viewed at: <https://www.columbiacountyfla.com/Purchasing.asp>
33. A person or affiliate who has been placed on the convicted vendor's list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to Columbia County, may not submit a bid on a contract with Columbia County for the construction or repair of a public building or public work, may not submit bids on leases of real property to Columbia County, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with Columbia County, and may not transact business with Columbia County for a period of 36 months from the date of being placed on the convicted vendor list.
34. Vendor/Contractor 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 its employees.
35. All persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and
 - a. All persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the contract with the County.
36. Contractor shall register online at <https://www.columbiacountyfla.com/PurchasingBids.asp> for this specific project. **All addendums are delivered via email through this website, and it is the contractor's responsibility to ensure all addendums are used in the bid submittal.**
37. Section 304.6.3 of the Columbia County Purchasing Policies include a LOCAL BUSINESS consideration. Bidder may go on line to review policy at: <https://www.columbiacountyfla.com/Purchasing.asp>

SECTION II. FURTHER DETAILS ABOUT DELIVERY AND LOCATIONS

The material list is for the upcoming construction project identified as Ellisville to Fort White Water Main Extension. This project is in the final stages of engineering design by North Florida Professional Services (NFPS) (NFPS Project No. L220110CCB). NFPS has already made an estimate of the material needed to complete the construction from Ellisville to Fort White. In order to expedite the project, and push the lead time for material purchases, the County is opting to purchase a large majority of the identified material list; the attached list represents approximately 75% of the overall quantity. With the assistance of NFPS, the County is also considering options on the specifications of material that will impact the overall costs as well as the availability of the material.

There are three (3) price sheets, most of which will include the same material, however, the pipe and some accessories will be of a different specification for each list. Ultimately, the County will only select and award the bid to one bidder and will select only one bid sheet of the three for award purposes whichever is to be deemed to be the best value for the County and this project.

Following the Bid Award, the County will be issuing a Purchase Order for the selected Bid Sheet. The Supplier will be given instructions for delivery at three (3) locations of property in the south end of Columbia County at approved locations that will be accessible by the Supplier. The quantity to be delivered to each location will be determined at the time of delivery. Bidder to indicate length of time material to be available (on each bid sheet) following receipt of purchase order.

While the County will be taking delivery of the material, the Bidders are asked to provide estimated length of time the material can stay within their own yard before being delivered to the County's sites. The Bidder will also be asked to indicate how long the prices will continue to be honored, as it is expected the balance of materials for the project will be ordered as the project progresses along. The final balance of material is estimated at this time and will be determined as the project nears final stages.

SECTION III. SPECIFICATIONS (ONLY ONE TO BE SELECTED BY COUNTY BASED UPON PRICES AND AVAILABILITY)

- Bid Sheet A will include 12" PVC C900 DR-18 Pipe, Push-on, Blue and associated material.
- Bid Sheet B will include 12" HDPE PE4710 Pipe, Fused, DR-11, Blue Stripe and associated material.
- Bid Sheet C will include 12" HDPE PE4710 Pipe, Fused, DR-13.5, Blue Stripe and associated material.

SECTION IV. BID SHEET A BIDDER NAME _____

ITEM NO.	MATERIAL DESCRIPTION	UNIT	QTY	UNIT PRICE	EXT. TOTAL
1A.	12" PVC C900 DR-18 Pipe, Push-on, Blue	LF	37,800	\$	\$
2	12" HDPE PE4710 Pipe, Fused, DR-11, Blue Stripe	LF	1,200	\$	\$
3	12" Megalug Bell Restraint Harness, Split	EA	190	\$	\$
7	12" DI 45 Bend, MJ, C153, Cement Lined	EA	2	\$	\$
8	121" DI 90 Bend, MJ, C153, Cement Lined	EA	6	\$	\$
9	12" Megalug MJ Restraint	EA	100	\$	\$
10	12" MJ Accessory Pack	EA	100	\$	\$
11	10 AWG Tracer Wire, 30 mil HDPE, Direct Burial, Blue, 500' Roll	EA	75	\$	\$
12	3" Buried Warning Tape, PE, Blue, 1000' Roll	EA	40	\$	\$
13	12" Gate Valve, Resilient Wedge, NRS, MJ, 2" Nut	EA	20	\$	\$
14	Dry Barrel Hydrant, 5-1/4", Barrel, MJ, Yellow	EA	20	\$	\$
15	12" x 6" DI Hydrant Tee, MJ, C153, Cement Lined	EA	20	\$	\$
16	6" Gate Valve, Resilient Wedge, NRS, MJ, 2" Nut	EA	20	\$	\$
17	6" DIP Pipe, MJ, C151, Cement Lined	LF	390	\$	\$
18	6" Megalug MJ Restraint	EA	40	\$	\$
19	6" MJ Accessory Pack	EA	40	\$	\$
20	18" x 24" Adjustable Valve Box, Heavy Duty with "Water" Lid	EA	40	\$	\$
21	2" Combination Air Release Valve (ARV), 150 psi, Threaded	EA	8	\$	\$
22	12' x 2" Tapping Saddle	EA	8	\$	\$
	GRAND TOTAL FOR A				\$

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SECTION IV. BID SHEET B BIDDER NAME _____

ITEM NO.	MATERIAL DESCRIPTION	UNIT	QTY	UNIT PRICE	EXT. TOTAL
1B.	12" HDPE PE4710 Pipe, Fused, DR-11, Blue Stripe	LF	37,800	\$	\$
2	12" HDPE PE4710 Pipe, Fused, DR-11, Blue Stripe	LF	1,200	\$	\$
4	12" HDPE MJ Adapter, Fuse, DR-11 With Stiffener Insert	EA	100	\$	\$
7	12" DI 45 Bend, MJ, C153, Cement Lined	EA	2	\$	\$
8	121" DI 90 Bend, MJ, C153, Cement Lined	EA	6	\$	\$
	Intentionally Left Blank				
10	12" MJ Accessory Pack	EA	100	\$	\$
11	10 AWG Tracer Wire, 30 mil HDPE, Direct Burial, Blue, 500' Roll	EA	75	\$	\$
12	3" Buried Warning Tape, PE, Blue, 1000' Roll	EA	40	\$	\$
13	12" Gate Valve, Resilient Wedge, NRS, MJ, 2" Nut	EA	20	\$	\$
14	Dry Barrel Hydrant, 5-1/4", Barrel, MJ, Yellow	EA	20	\$	\$
15	12" x 6" DI Hydrant Tee, MJ, C153, Cement Lined	EA	20	\$	\$
16	6" Gate Valve, Resilient Wedge, NRS, MJ, 2" Nut	EA	20	\$	\$
17	6" DIP Pipe, MJ, C151, Cement Lined	LF	390	\$	\$
18	6" Megalug MJ Restraint	EA	40	\$	\$
19	6" MJ Accessory Pack	EA	40	\$	\$
20	18" x 24" Adjustable Valve Box, Heavy Duty with "Water" Lid	EA	40	\$	\$
21	2" Combination Air Release Valve (ARV), 150 psi, Threaded	EA	8	\$	\$
22	12' x 2" Tapping Saddle	EA	8	\$	\$
	GRAND TOTAL FOR B				\$

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SECTION IV. BID SHEET C BIDDER NAME _____

ITEM NO.	MATERIAL DESCRIPTION	UNIT	QTY	UNIT PRICE	EXT. TOTAL
1C	12" HDPE PE4710 Pipe, Fused, DR-13.5, Blue Stripe	LF	37,800	\$	\$
2	12" HDPE PE4710 Pipe, Fused, DR-11, Blue Stripe	LF	1,200	\$	\$
5	12" HDPE MJ Adapter, Fused DR-13.5, with Stiffener Insert	EA	100	\$	\$
7	12" DI 45 Bend, MJ, C153, Cement Lined	EA	2	\$	\$
8	121" DI 90 Bend, MJ, C153, Cement Lined	EA	6	\$	\$
	Intentionally Left Blank				
10	12" MJ Accessory Pack	EA	100	\$	\$
11	10 AWG Tracer Wire, 30 mil HDPE, Direct Burial, Blue, 500' Roll	EA	75	\$	\$
12	3" Buried Warning Tape, PE, Blue, 1000' Roll	EA	40	\$	\$
13	12" Gate Valve, Resilient Wedge, NRS, MJ, 2" Nut	EA	20	\$	\$
14	Dry Barrel Hydrant, 5-1/4", Barrel, MJ, Yellow	EA	20	\$	\$
15	12" x 6" DI Hydrant Tee, MJ, C153, Cement Lined	EA	20	\$	\$
16	6" Gate Valve, Resilient Wedge, NRS, MJ, 2" Nut	EA	20	\$	\$
17	6" DIP Pipe, MJ, C151, Cement Lined	LF	390	\$	\$
18	6" Megalug MJ Restraint	EA	40	\$	\$
19	6" MJ Accessory Pack	EA	40	\$	\$
20	18" x 24" Adjustable Valve Box, Heavy Duty with "Water" Lid	EA	40	\$	\$
21	2" Combination Air Release Valve (ARV), 150 psi, Threaded	EA	8	\$	\$
22	12" x 2" Tapping Saddle	EA	8	\$	\$
	GRAND TOTAL FOR C				\$

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Sealed bids must be received in the office of the Board of County Commissioners, Columbia County, 135 NE Hernando Avenue, Room 203, Lake City, FL 32055 no later than **2:00 P.M.** on **June 2, 2022**. Columbia County reserves the right to reject any and/or all bids and to accept the bid in the County’s best interest, bid FOB job sites, Columbia County, Florida. Only one Bid Sheet will be selected by the County.

GRAND TOTAL FOR BID SHEET A \$ _____
Approx lead time for availability- _____ days ARO

GRAND TOTAL FOR BID SHEET B \$ _____
Approx lead time for availability- _____ days ARO

GRAND TOTAL FOR BID SHEET C \$ _____
Approx lead time for availability- _____ days ARO

PRICES SHALL REMAIN IN EFFECT FOR _____ DAYS (NO LESS THAN 30 DAYS BEYOND AWARD OF BID).

BIDDER CAN ARRANGE TO KEEP MATERIAL _____ DAYS ARO IN STORAGE OR COMPANY YARD PRIOR TO DELIVERING TO DESIGNATED DELIVERY SITES.

I certify that this bid meets or exceeds the County specifications and that the undersigned bidder declares that I have carefully examined the specifications, terms and conditions of this bid, and I am thoroughly familiar with its provisions. The undersigned bidder further declares that he/she has not divulge, discussed or compared his bid with any other bidders and has not colluded with any other bidders or parties to a bid whatsoever for any fraudulent purpose.

BIDDER/COMPANY: _____

DATE: _____

ADDRESS: _____

PHONE NO: _____

EMAIL: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME/TITLE: _____

ACKNOWLEDGE THE RECEIPT OF THE FOLLOWING ADDENDA’S:

- 1. _____
- 2. _____
- 3. _____

Claiming Local Vendor Preference in accordance with County Purchasing Policy ____ (Y or N)

Dated this _____ day of _____, _____.

Name of Organization: _____

Signed by: _____

Print Name: _____

Being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

The foregoing instrument was executed before me this day _____ of _____ 20____, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

(stamp)

NOTARY PUBLIC, State of _____

Conflict of Interest Statement

STATE OF _____

County OF _____

Before me, the undersigned authority, personally appeared _____, who was duly sworn, deposes, and states:

I am the _____ of _____ with a local office
(Insert Title) (Insert Company Name)
in _____ and principal office in _____. Said entity is submitting this proposal/offer to

1. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
2. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
3. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restrains the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
4. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.
5. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
6. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any County Office or Department.
7. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within Columbia County government.
8. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the County in writing.

AFFIANT

Typed Name of AFFIANT

Title

STATE OF _____

County OF _____

The foregoing instrument was executed before me this day _____ of _____
20____, by _____ as _____ of
_____, who personally swore or affirmed that
he/she is authorized to execute this document and thereby bind the Corporation, and who is
personally known to me OR has produced _____ as identification.

(stamp)

NOTARY PUBLIC, State of _____

Drug-Free Workplace Certification

The drug-free certification form below must be signed and returned with the solicitation response.

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/proposal a copy of the statement specified in the first paragraph.
4. In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid/proposal, 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, Florida Statutes, 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 the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this Drug-Free Workplace Certification, is truthful and correct at the time of submission.

AFFIANT

Typed Name of AFFIANT

Title

STATE OF _____

County OF _____

The foregoing instrument was executed before me this day _____ of _____
20____, by _____ as _____ of
_____, who personally swore or affirmed that
he/she is authorized to execute this document and thereby bind the Corporation, and who is
personally known to me OR has produced _____ as identification.

(stamp)

NOTARY PUBLIC, State of _____

Public Entity Crimes Statement

SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES: 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 with Proposal, ITN, or Contract Number _____
2. This sworn statement is submitted by _____
[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: _____.
3. My name is _____ and my relationship to the above is _____
[Please print name of individual signing]
4. I understand that a "public entity crime" as defined in section 287.133(l)(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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in section 287.133(l) (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, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that "affiliate" as defined in section 287.133(l) (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 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 thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in section 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/proposals or applies to bids/proposals 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.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **[Please indicate which statement applies].**

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

_____ The entity submitting this sworn statement, or one or more of the 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, AND **[Please indicate which additional statement applies].**

_____ There has been a proceeding concerning the conviction before a judge or hearing officer of the State of Florida, Division of Administrative Hearings, or a court of law having proper jurisdiction. The final order entered by the hearing officer or judge did not place the person or affiliate on the convicted Contractor list. **[Please attach a copy of the final order.]**

_____ The person or affiliate was placed on the convicted Contractor list. There has been a subsequent proceeding before a court of law having proper jurisdiction or a judge or hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the judge or hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted Contractor list. **[Please attach a copy of the final order.]**

_____ The person or affiliate has not been placed on any convicted vendor list. [Please describe any action taken by or pending with the State of Florida, Department of Management Services.]

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in Attachment "C", Public Entity Crimes, is truthful and

correct at the time of submission.

AFFIANT

Typed Name of AFFIANT

Title

STATE OF _____

County OF _____

The foregoing instrument was executed before me this day _____ of _____
20____, by _____ as _____ of
_____, who personally swore or affirmed that
he/she is authorized to execute this document and thereby bind the Corporation, and who is
personally known to me OR has produced _____ as identification.

(stamp)

NOTARY PUBLIC, State of _____

