

**BAKER COUNTY  
INVITATION TO BID (ITB) 2024-03  
Extension Office**

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**NOTICE TO CONTRACTORS**

Notice is hereby given that sealed bids will be received in the Baker County Administration Office, 55 N. 3<sup>rd</sup> Street, Macclenny, Florida 32063 until **11:00 AM on April 4, 2024**, for Baker County **Invitation to Bid (ITB) 2024-03**. Bids delivered to any other location will not be considered received by the Purchasing Department. Any bids received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time will be resolved against the Bidder. Bids will not be accepted via fax or electronic media. Bid opening will be promptly at 11:15 AM in the Baker County Board of County Commissioners Chambers located on the 55 N. 3<sup>rd</sup> Street, Macclenny, FL 32063.

This project consists of construction of site improvements for the Extension Office on CR-90 in Baker County as shown in the construction plans. The project will include site improvements, including but limited to grading and drainage, asphalt pavement, concrete flat work, concrete curbing and sidewalks, underground utilities, stormwater retention and final dressing and grassing.

**There will be a Mandatory Pre-Bid Walkthrough at the Extension office at 125 West Macclenny Avenue, Macclenny, Florida 32063 at 11:00 AM local time on March 14, 2024.**

The Bid Forms and Construction Documents may be obtained from [bakercountyfl.org](http://bakercountyfl.org) website. All questions must be submitted in writing to the County Manager, Sara Little prior to the deadline for receiving questions. Please contact Sara Little at 904-259-3613 or [sara.little@bakercountyfl.org](mailto:sara.little@bakercountyfl.org). Deadline for questions regarding specifications and/or bid documents must be received before **4:00 PM on March 21, 2024**.

The successful bidder will be required to furnish a 5% bid bond with bid submittal, and if selected, furnish the County with a payment and performance bond and proof liability insurance prior to commencing work. Respondents must be either a Certified General Contractor or hold an underground utility license.

The Baker County reserves the right to reject any or all bids, to add to the contract or delete from the contract to stay within their funding capabilities and award the contract in the best interest of the Baker County.

Baker County

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Sara Little  
County Manager

**BAKER COUNTY  
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**BID PROPOSAL**

THE UNDERSIGNED hereby propose to furnish all materials, labor, and supervision for the construction of the subject project including conformance with the construction requirements and specifications for the following unit prices:

**ALL ITEMS MAY BE INCREASED, DECREASED, OR OMITTED AS DIRECTED BY THE ENGINEER.**

**ALL MATERIALS AND CONSTRUCTION SHALL CONFORM TO BOTH THE REQUIREMENTS OF THE LATEST EDITIONS OF THE FLORIDA BUILDING CODE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, ALL INCIDENTAL WORK MUST BE INCLUDED IN THESE ITEMS**

<b>PROJECT BID TOTAL (including alternate):</b>
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<b>Addenda</b>	

FIRM NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

TELEPHONE \_\_\_\_\_

FAX # \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

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Authorized Representative (PLEASE PRINT OR TYPE)

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

**PAGE 2 MUST BE USED FOR BID PROPOSAL**

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**General Requirements**

**I. General.**

This project consists of construction of site improvements for the Extension Office on CR-90 in Baker County as shown in the construction plans. The project will include site improvements, including but limited to grading and drainage, asphalt pavement, concrete flat work, concrete curbing and sidewalks, underground utilities, stormwater retention and final dressing and grassing. Respondents must be either a Certified General Contractor or hold an underground utility license.

**II. Contract Time**

The contract time shall be 210 days from the date of established in the Notice to Proceed. The contractor will be required to return executed contract to the Baker County Administration Office within 14 days of Baker County Board of County Commissioners approval. Time can be extended by mutual agreement of both parties. Liquidated damages shall be \$750.00 per day. No work is allowed on Sundays, and/or County designated holidays.

Contractor shall provide a construction schedule with the bid package detailing time frames/lines showing how the project will be constructed. The schedule will be taken into consideration in the bid review process and bids submitted without the schedule could be reason for a bid to not receive full consideration.

**III. Construction and Materials**

All construction methods and materials shall conform to the requirements of the latest editions of the Florida Department of Transportation Design Standards and Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

**IV. Compensation**

Payment shall be made on a monthly basis based on the unit prices provided on the bid form submitted by the Contractor for work completed with 10% retainage.

The County reserves their right to increase, decrease or eliminate items of work from the project to meet funding levels available.

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**General Instructions to Bidders**

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 The Baker 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 (30) unless otherwise specified. Favorable terms, discounts, may be offered and will be considered in determining low bids if they are deemed to be advantageous to the County.
3. All bids should be tabulated, totaled and checked for accuracy. All blanks on Bid Proposal sheet shall be filled in and 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 engineering firm immediately.
6. Quote all prices F.O.B. our warehouse or as specified in bid documents.
7. 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.
8. No responsibility shall attach to any County representative or employee for the premature opening of bids not properly addressed or identified.
9. If only one (1) bid is received, the bid may be rejected and re-advertised or excepted if determined to be in the best interest of the County.
10. Bids received late will not be accepted, and the County will not be responsible for late mail delivery.
11. Telephone and facsimile bids will not be accepted.

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12. Bids requiring bid bonds will not be accepted if bond is not enclosed.
13. All bidders must be recognized dealers in the materials or equipment specified and is qualified to advise in their application or use. 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. Any ESTIMATED QUANTITY given in the specifications or advertisements is for the purpose of bidding only. The County may purchase more or less than the estimated quantity and the vendor must not assume that such estimated quantity is part of the contract.
19. Only the latest model equipment as evidenced by the manufacture's current published literature will be considered. Obsolete models of equipment not in production will not be acceptable. The equipment shall be composed of new parts and materials. Any unit containing used parts or having seen any service other than the necessary tests will be rejected. In addition to the equipment specifically called for in the specification, all equipment catalogued by the manufacturer as standard or required by the State of Florida shall be furnished with the equipment. Where required by the State of Florida Motor Vehicle Code, vehicles shall be inspected and bear the latest inspection sticker of the Florida Department of Revenue.
20. Prospective bidders are required to examine the location of the proposed work or delivery and determine, in their own way, the difficulties, which are likely to be encountered in the prosecution of the same.
21. 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

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to which they are delivered. If defective material, equipment, or supplies are discovered, the contractor, 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.

22. 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.
23. A contract 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.
24. 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.
25. Submitting a proposal when the bidder intends to sublet the contract may be a cause for rejection of bids or cancellation of the contract.
26. 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.
27. 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.
28. 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.
29. Any bidder may withdraw his bid at any time before the time set for the opening of the bids. No bid may be withdrawn in the sixty (60) day period after bids are opened.
30. 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

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same in bad faith, the Purchasing Department or his 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 County, the County shall thereupon have the power to take whatever action deemed 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 executors, administrators, successors, or assigns, shall pay the amounts of such excess to the County on notice made by the Purchasing Department or his designee of the excess due.

31. 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.
32. 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.
33. Contracts may be cancelled by the County with or without cause on thirty (30) days advance written notice.
34. Any bidder affected adversely by an intended decision with respect to the award of any bid, shall file with the Purchasing Department for the Baker 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.
36. 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 the Baker County, may not submit a bid on a contract with the Baker County for the construction or repair of a public building or public work, may not submit bids on leases of real property to the Baker County, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the Baker County, and may not transact business with the Baker County for a period of 36 months from the date of being placed on the convicted vendor list.
37. In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein

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by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>

38. The Baker County is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's public records law. Specifically, the Contractor shall:
- a. Keep and maintain public records required by the County in order to perform the service.
  - b. Upon request from the County's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
  - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
  - d. Upon completion of the contract, transfer, at no cost to the County, all public records in possession of the Contractor, or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records in a format that is compatible with the information technology systems of the County.
  - e. A Contractor who fails to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY CLERK'S OFFICE AT (904) 259-8113, WITH AN OFFICE LOCATED AT 339 EAST MACCLENNY AVENUE, MACCLENNY, FL 32063.**

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39. It is the sole responsibility of the Bidder to contact the Purchasing Department prior to submitting a bid to determine if any addenda have been issued, to obtain such addenda, and to acknowledge addenda with their bid..
40. Any existing materials demolished within the right of way and project site may be retained by the Baker County.
41. Insurance
- a. Without limiting Contractor's indemnification, it is agreed that the successful Contractor will purchase at their expense and maintain in force at all times during the performance of services under this agreement the following insurance. Where specific limits are shown, it is understood that they must be the minimum acceptable limits. If successful Contractor's policy contains higher limits, the Baker County will be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the County naming the Baker County as additional insured. These certificates must provide a ten (10) calendar day notice to the County in the event of cancellation, non-renewal or a material change in the policy.
  - b. Statutory Workers Compensation insurance as required by the State of Florida.
  - c. Commercial General Liability insurance to provide coverage of not less than \$1,000,000.00 combined single limit per occurrence and annual aggregates where generally applicable and must include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.
  - d. Business Vehicle/Umbrella Liability insurance with a minimum limit of \$200,000 per occurrence, and \$300,000 for all claims arising out of the same incident or occurrence, for property damage and personal injury. Notice, these limits may change according to Florida law and the protections afforded to the County pursuant to sovereign immunity for liability.
42. The successful bidder will be required to furnish a 5% bid bond with bid submittal, and if selected, furnish the Purchasing Department with a payment and performance bond and proof liability insurance prior to commencing work.

*The remainder of this form is left blank intentionally*

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**CONFLICT OF INTEREST STATEMENT**

STATE OF FLORIDA, COUNTY OF \_\_\_\_\_

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

1. I am the \_\_\_\_\_ of \_\_\_\_\_  
with a local office in \_\_\_\_\_ and principal office in \_\_\_\_\_  
\_\_\_\_\_  
City & State City & State
2. The above named entity is submitting a Proposal for the Baker County ITB-2022-20 described

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as Invitation to Bid, McFarlane Avenue

3. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
6. Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
7. Neither the entity nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the Baker County.
9. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the Baker County.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the Baker County.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
Typed Name and Title

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Personally Known \_\_\_\_\_ Or produced identification \_\_\_\_\_

Identification type: \_\_\_\_\_

Notary Public-State of \_\_\_\_\_

Printed, typed, or stamped commissioned name of notary public.

My commission expires: \_\_\_\_\_.

**THIS FORM MUST BE INCLUDED WITH BID PROPOSAL**  
**DRUG FREE WORKPLACE CERTIFICATE**

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, \_\_\_\_\_ (print or type name of firm) publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.

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- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (\*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires 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.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

“As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein”

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date Signed

State of Florida

County of \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Personally known \_\_\_\_\_ or Produced Identification \_\_\_\_\_  
(Specify type of identification) \_\_\_\_\_

Signature of Notary: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**THIS FORM MUST BE INCLUDED WITH BID PROPOSAL**

**SWORN STATEMENT UNDER SECTION**

**287.133(3)(n), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted with Proposal No. \_\_\_\_\_.

2. This sworn statement is submitted by \_\_\_\_\_ whose business address is \_\_\_\_\_ and (if applicable) its Federal

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Identification No.(FEIN) is \_\_\_\_\_. If 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 entity named above is\_\_\_\_\_.
4. 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 with 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 misrepresentations.
5. 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, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. 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 another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a “person” as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state of the United States with the legal

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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.

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 are active in management of the entity, nor any affiliate of the entity have been charged with an convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in 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 hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

\_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services)

Signature: \_\_\_\_\_ Date \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned authority, \_\_\_\_\_ who after first being sworn by me, affixed his/her signature in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State at large

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My Commission Expires:

**THIS FORM MUST BE INCLUDED WITH BID PROPOSAL**

*The remainder of this form is left blank intentionally*

**DISPUTES DISCLOSURE FORM**

**Answer the following questions by placing an “X” after “YES” or “NO”. If you answer “YES”, please explain in the space provided, or via attachment.**

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES \_\_\_\_\_ NO \_\_\_\_\_

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

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YES \_\_\_\_\_ NO \_\_\_\_\_

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the Baker County, ITB-2022-20, Invitation to Bid for Sanderson Fire Station Site Only.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature  
Name and Title

\_\_\_\_\_  
and Title Printed or Typed

**THIS FORM MUST BE INCLUDED WITH BID PROPOSAL**

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being duly sworn, deposes and says that:

1. He/She is \_\_\_\_\_ of \_\_\_\_\_, the Bidder,  
Title Company Name  
that has submitted the attached proposal;

2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all

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pertinent circumstances respecting such proposal;

3. Such Proposal is genuine and is not a collusive or sham proposal;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the Baker County, Florida or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

SIGNED \_\_\_\_\_

TITLE \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Personally known \_\_\_\_\_ or Produced Identification \_\_\_\_\_

(Specify type of identification)

\_\_\_\_\_  
Signature of Notary

My Commission Expires: \_\_\_\_\_

**THIS FORM MUST BE INCLUDED WITH PROPOSAL**  
REFERENCES

List three (3) client/customer references including company name, address, contact person, telephone number and length of time services provided. (Note: only list those client/customers in which a similar type of equipment/product of scope of work/service was provided.)

1. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Business Phone #: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email: \_\_\_\_\_

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Length of time services provided: \_\_\_\_\_

2. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Business Phone #: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email: \_\_\_\_\_

Length of time services provided: \_\_\_\_\_

3. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Business Phone #: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email: \_\_\_\_\_

Length of time services provided: \_\_\_\_\_

**THIS FORM MUST BE INCLUDED WITH BID PROPOSAL**

**E-VERIFY AFFIRMATION STATEMENT**

RFP/Bid /Contract No:

\_\_\_\_\_

Project Description:

\_\_\_\_\_

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

(a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within

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Florida during the term of the Contract, and,

- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name:

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Authorized Company Person's Signature:

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Authorized Company Person's Title:

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Date: \_\_\_\_\_

**THIS FORM MUST BE INCLUDED WITH BID PROPOSAL**

**BAKER COUNTY  
BIDDER'S CHECK LIST**

**BIDS MAY NOT BE CONSIDERED** if the following documents and/or attachments are not completely filled out and submitted with your bid.

**Before sending in your bid, please make sure you have completed all of the following:**

\_\_\_\_\_ Enclose two (2) sets of the Bid form (one marked original and one copy), including all handwritten sections. Please make and retain a separate copy of this bid package for your records.

\_\_\_\_\_ Bid Form, must be complete and have a manual signature (original signature) preferably signed

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in blue ink.

\_\_\_\_\_ Every page that has anything hand written on it, must be imprinted with the company's name on the top right-hand corner of the page.

\_\_\_\_\_ Return bid in an envelope with the bid number and name of bid printed on the front of the envelope. If Fed-Ex or UPS, please keep bid in a separate sealed envelope when placing it in their packaging.

\_\_\_\_\_ Acknowledge in the bid any and all addendums issued and manually sign each addendum sheet and submit it with your bid.

\_\_\_\_\_ Erasures or other descriptive literature, brochures and/or data must be initialed by the person signing the bid.

**FORMS**

- \_\_\_\_\_ Conflict of Interest
- \_\_\_\_\_ Drug Free Work Place
- \_\_\_\_\_ Public Entity Crime Statement
- \_\_\_\_\_ Disputes Disclosure
- \_\_\_\_\_ Non-Collusion Affidavit
- \_\_\_\_\_ References
- \_\_\_\_\_ E-verify Affirmation Statement

\_\_\_\_\_ **PLEASE INITIAL**