

# BAKER COUNTY BOARD OF COUNTY COMMISSIONERS

FDOT FPID # 436450-1

## BAKER COUNTY PROJECT NO. 2023-01 TURNER CEMETERY ROAD PAVING

### BID SOLICITATION

The Baker County Board of County Commissioners, Baker County, Florida will receive sealed bids from Florida certified contractors, at the County Administration Building, addressed to the attention of **Board of County Commissioners Baker County, Florida** until **March 16, 2023**, at **11:00 A.M.** Bids will be publicly opened and read aloud at the County Administration Building, 55 North Third Street, Macclenny, Florida 32063, **March 16, 2023** at **11:01 A.M.**, for the following:

#### Turner Road Paving

The Board of County Commissioners may accept all or part of any bid. Any bid received after **March 16, 2023**, at **11:00 A.M.**, will be retained at the County Administration Building, unopened, and will not be considered. The Board of County Commissioners reserves the right to reject all bids, waive formalities and re- advertise and award the bid in the best interest of Baker County.

The Board of County Commissioners does not discriminate because of race, creed, color, national origin or handicap status.

The Board of County Commissioners requires a Sworn Statement under section 287.133(3)(a), F.S., on Public Entity Crimes.

A Bid Guarantee in the form of a Bid Bond properly executed by the Bidder and by a qualified surety or a certified or cashier's check on any national or state bank, in a sum not less than five percent (5%) of the amount bid, made payable to Baker County, c/o Clerk of the Circuit Court, must accompany each bid as a guarantee that the bidder will not withdraw from the competition after opening of the bids, and in the event the contract is awarded to the bidder he will within fifteen (15) days, after the notice of Award, enter into a contract with the Owner. If the bidder fails to enter into a contract with the Owner, he shall forfeit the Bid Guarantee or Bid Bond as liquidated damages. The Bid Bond must be secured from an agency of Surety with an Insurance Company, which agency shall have an established place of business in the State of Florida, and be duly licensed to conduct business therein.

The following condition will be a part of the contract as required by Baker County:

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;

1. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and

Solicitation

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2. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the contract with Baker County.

Successful Bidders will be required to furnish a Public Construction Bond in the amount of 100% of the Contract Price, on the form included in the Bid Documents.

Bid information can be found on Demandstar. Anyone wishing to obtain bid documents may contact North Florida Professional Services, at (386) 752-4675. Bid Packages may be obtained from the NFPS website at <http://www.nfps.net/bid-opportunities/> at no cost to the Contractor. *All addenda issued in regard to this project will also be available via the NFPS website and will be the sole responsibility of the Contractor to obtain.* Plans for review only will be located at the County Administration office (904) 259-3613. Any questions concerning specifications and/or bid documents should be directed to North Florida Professional Services. Deadline for questions is **March 9, 2023**; all questions must be received no later than **4:00 P.M.** and must be submitted via email to [dnotes@nfps.net](mailto:dnotes@nfps.net)

All bids must be submitted with one original and three copies (4 total) and labeled on the outside of the envelope as:

**“BOARD OF COUNTY COMMISSIONERS BAKER COUNTY, FLORIDA**  
**BID ENCLOSED FOR TURNER CEMETERY ROAD PAVING**  
**BAKER COUNTY PROJECT NO. 2023-01**  
**“BIDDING COMPANY NAME”**

\_\_\_\_\_  
SARA LITTLE, COUNTY MANAGER  
BAKER COUNTY BOARD OF COMMISSIONERS

**BAKER COUNTY BOARD OF COUNTY COMMISSIONERS**

**FDOT FPID # 436450-1**

**BAKER COUNTY PROJECT NO. 2023-01**

**TURNER CEMETERY ROAD PAVING**

**BID SUMMARY**

**(MUST PRECEDE ALL BID DOCUMENTS)**

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**BIDDER NAME, ADDRESS AND PHONE NUMBER**

**DESCRIPTION OF PROJECT:** Major items of work on this project will include MOT, erosion control, stabilization of subgrade, base construction, asphalt paving, minor drainage, turnouts, signs, pavement markings and grassing.

**DATE & TIME OF BID OPENING:** March 16, 2023, 11:01 A.M

**PLACE OF BID OPENING:** BAKER COUNTY ADMINISTRATION BUILDING  
55 NORTH THIRD STREET  
MACCLENNY, FL 32063

**TOTAL BASE BID AMOUNT IN FIGURES:** \_\_\_\_\_

**TOTAL BASE BID AMOUNT IN WORDS:** \_\_\_\_\_

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**BIDDER COMPANY NAME (PRINT OR TYPE)**

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**SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE**

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**AUTHORIZED COMPANY REPRESENTATIVE (PRINT OR TYPE)**

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**DATE COMPLETED**

**BAKER COUNTY BOARD OF COUNTY COMMISSIONERS**

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**IMPORTANT:**

**THIS BID SUMMARY MUST BE COMPLETED AND MUST PRECEDE ALL BIDDER PROPOSAL DOCUMENTS**

**\*ALTERNATE BIDS TO BE SUBMITTED ON NEXT PAGE WHEN APPLICABLE**

**BID FORM**

The undersigned, as bidder, hereby declares that he has examined the contract documents and informed himself fully in regard to all conditions pertaining to the work to be done; that he has examined the specifications for the work and other contract documents relative thereto; and that he has satisfied himself relative to the work to be performed.

The bidder agrees, if this bid is accepted, to contract with the Baker County Board of County Commissioners to furnish everything necessary to complete the work covered by this bid and other contract documents for the Baker County Board of County Commissioners. The Contractor assumes full responsibility for all quantities used in his/her bid. The contractor shall coordinate his construction with all proposed utilities on the site.

BIDDER NAME: \_\_\_\_\_

Bidder will acknowledge receipt of all issued addenda, if any, by filling in the form below.

ADDENDA	
NUMBER	DATE SENT

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**UNIT PRICE BID FORM**

Pay Item No.	Pay Item Description	Quantity	Units	Unit Price	Total Cost
101-1	Mobilization	1	LS		
101-2	Maintenance of Traffic	1	LS		
104-10-3	Sediment Barrier	10000	LF		
110-1-1	Clearing & Grubbing	6.7	AC		
110-7-1	Mailbox, F&I, Single	10	EA		
120-1	Regular Excavation	4151	CY		
120-4	Subsoil Excavation	1650	CY		
120-6	Embankment (Fill)	12569	CY		
160-4	Type B Stabilization	39761	SY		
285 701	Optional Base Group 01	463	SY		
285 706	Optional Base Group 06	26751	SY		
286-1	Turnout Construction	630	SY		
334-1-12	Superpave Asphalt Concrete, Traffic B	3644	TN		
430-174-118	Pipe Culvert, Optional Material, 18" SD	1290	LF		
430-175-218	Pipe Culvert, Optional Material, Other Shape - 14" x 23" S/CD	196	LF		
430-982-625	Mitered End Section, Opt, Elliptical / Arch, 14" x 23" CD	10	EA		
430-984-125	Mitered End Section, Opt Round, 18" SD	54	EA		
530-3-4	Rubble Rip Rap, ditch lining	0.9	TN		
570-1-1	Performance Turf, Seed & Mulch	24167	SY		
570-1-2	Performance Turf, Sod	8872	SY		
700-1-11	Single Post Sign (Less than 12 SF)	23	EA		
706-3	Retro Reflective Pavement Markers	276	EA		
710-90	Painted Pavement Markings	1	LS		
<b>GRAND TOTAL</b>					

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**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 FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND THE LATEST FDOT DESIGN STANDARDS.**

**ALL INCIDENTAL WORK INCLUDED IN THESE ITEMS  
ALL UNIT PRICE AND TOTAL SPACES MUST BE FILLED IN TO CORRELATE WITH EACH ITEM**

Note: contractors shall be in compliance with chapter 489, Florida statutes, licensure requirements.

Florida construction industries licensing board certification.

\_\_\_\_\_

(name of holder)

\_\_\_\_\_

(certificate no.)

In witness whereof, the bidder has hereunto set his signature and affixed his seal this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20 \_\_\_\_\_

\_\_\_\_\_

(seal)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Type or print name of firm: \_\_\_\_\_

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

Contact person: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax no.: \_\_\_\_\_

# BAKER COUNTY BOARD OF COUNTY COMMISSIONERS

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## BAKER COUNTY PROJECT NO. 2023-01 TURNER CEMETERY ROAD PAVING

### General Requirements

#### I. General.

This project is paving an existing dirt road. Major items of work will include MOT, erosion control, stabilization of subgrade, base construction, asphalt paving, minor drainage, turnouts, signs, pavement markings and grassing.

#### II. Contract Time

The contract time shall be **180 Days** from the date of contract execution. The contractor will be required to return executed contract to Baker County, within 14 days of Board approval. Time can be extended by mutual agreement of both parties. Liquidated damages shall be \$500.00 per day. No work is allowed on Sundays and/or County designated holidays.

#### III. Construction and Materials

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

#### IV. Maintenance of Traffic

Contractor shall provide Maintenance of Traffic and it shall conform to the requirements of the latest edition of the Florida Department of Transportation Design Standards.

Flagging will be required and only one traffic lane may be closed at a time.

All construction signage shall be provided by the contractor.

#### V. Compensation

Payment shall be made on a monthly basis on work completed with 5% retainage.

# **BAKER COUNTY BOARD OF COUNTY COMMISSIONERS**

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### **County Manager – 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 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 by the County Manager 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 County Manager immediately.
6. A bidders list is available from the County Manager.
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 accepted if determined to be in the County's best interest.
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 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

General Requirements & Instructions



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the appropriate office of the County from the personnel thereof.

12. Bids requiring bid bonds will not be accepted if bond is not enclosed. Cash or certified check will be accepted in lieu of bond except on construction projects where cost exceeds \$40,000.
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 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. 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.

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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 County Manager, its designee and /or the department to which they are delivered. If defective material, equipment, or supplies are discovered, the contractor, upon being instructed by the County Manager 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 or 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. 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.
23. 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.
24. 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.
25. Unless otherwise specified the County reserves the right to award each item separately or on a lump sum basis whichever is in the best interest of the County.
26. 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.
27. 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.
28. 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 thirty- (30) day period after bids are opened.

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29. It is mutually understood and agreed that if at any time the County Manager 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 County Manager 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 Manager, 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 executors, Managers, successors, or assigns, shall pay the amounts of such excess to the County on notice made by the County Manager or his designee of the excess due.
  
30. 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.
  
31. 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.
  
32. Contracts may be cancelled by the County with or without cause on thirty- (30) days advance written notice.
  
33. All contractors submitting bids for road projects in excess of \$150,000 must be pre-qualified with the Florida Department of Transportation and shall provide proof of such qualification upon request.
  
34. Any bidder affected adversely by an intended decision with respect to the award of any bid, shall file with the County Manager for 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. Protest procedures may be obtained in the County Manager.

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35. 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 Baker County, may not submit a bid on a contract with Baker County for the construction or repair of a public building or public work, may not submit bids on leases of real property to Baker County, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with Baker County, and may not transact business with Baker County for a period of 36 months from the date of being placed on the convicted vendor list.
36. 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;
- A. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and
  - B. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work is pursuant to the contract with the County.
37. Any existing materials demolished within county right of way may be retained by Baker County.
38. **INSURANCE REQUIREMENTS**
- A. Contractor's Insurance: The contractor shall not commence any work in connection with this Agreement until he has obtained all of the following types of insurance and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with Insurers qualified and doing business in Florida.
- B. Worker's Compensation Insurance: The Contractor shall take out and maintain, during the life of this Agreement, Worker's Compensation Insurance for all of the Contractor's employees connected with the work of this project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Worker's Compensation Law, Chapter 440, Florida Statutes. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Workmen's Compensation statute, the Contractor shall provide, and cause each subcontractor to Provide, adequate insurance, satisfactory to the County, for the protection of his employees not otherwise protected.
- C. Contractor's Public Liability and Property Damage Insurance: The Contractor shall take out

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and maintain during the life of this Agreement COMPREHENSIVE GENERAL LIABILITY, COMPREHENSIVE AUTOMOBILE LIABILITY, CONTRACTUAL LIABILITY AND PRODUCTS AND COMPLETED OPERATIONS LIABILITY INSURANCE. These Policies shall protect him from claims for damage for personal injury, including accidental death, as well as claims for property damages, which may arise from operations under this Agreement whether such operations are by himself or by anyone directly, or indirectly employed by him. The amounts of such insurance shall be the minimum limits as follows:

- |   |  |
|---|--|
| 1.) Bodily Injury Liability:                              | \$1,000,000/claimant<br>\$2,000,000/occurrence             |
| 2.) Personal Injury Liability:                            | \$1,000,000/claimant<br>\$2,000,000/occurrence             |
| 3.) Automobile Bodily Injury<br>Property Damage Liability | \$1,000,000 &  |
| 4.) Property Damage Liability<br>(automobile)             | \$1,000,000/claimant (other than<br>\$2,000,000/occurrence |

Indemnification Rider: The Contractor's Liability Policy shall provide a "Hold Harmless" rider to cover the provision of Article 3.18 of the referenced AIA General Conditions.

## **CHECKLIST**

- Bid Summary Forms
- Sworn Entity Statement
- References
- E-Verify Form
- Subcontractor Listing
- Conflict of Interest Form
- Drug Free Workplace Form.
- Non-Collusion Affidavit
- Bid Bond
- Copies of Applicable Business & Professional Licenses
- Proof of Insurance
- Any other documents in accordance with specifications
- Submission of one original and three (3) copies of bid

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

**TO BE RETURNED WITH BID**

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

1. This sworn statement is submitted with Bid, Proposal or Contract for \_\_\_\_\_.
2. This sworn statement is submitted by \_\_\_\_\_ (entity submitting sworn statement), whose business address is \_\_\_\_\_ and its Federal Employee 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 \_\_\_\_\_ (please print name of individual signing), 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, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
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 or 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 to fair market

value under an arm's length agreement, shall be 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 Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts 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 of its 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 and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one of 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 bidder list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate was placed on the convicted bidder 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 bidder list. (Please attach a copy of the final order.)

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date



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

PERSONALLY APPREAED 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  
\_\_\_\_\_, 2023.

\_\_\_\_\_  
(Notary Public)

My Commission Expires: \_\_\_\_\_ (seal)

**THIS FORM MUST BE INCLUDED WITH BID**

## **REFERENCES**

List 3 similar commercial projects the Bidder has completed within the last 5 years.

1. Company name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Contact Name \_\_\_\_\_

Contact Phone or e-mail \_\_\_\_\_

Short description of project \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Company name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Contact Name \_\_\_\_\_

Contact Phone or e-mail \_\_\_\_\_

Short description of project \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Company name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Contact Name \_\_\_\_\_

Contact Phone or e-mail \_\_\_\_\_

Short description of project \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**THIS FORM MUST BE INCLUDED WITH BID**

# E-Verify

Company/Entity: \_\_\_\_\_

Bid Number: \_\_\_\_\_

Project Description: \_\_\_\_\_

The Company acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-verify system in accordance with the terms governing use of the system, for the purpose of confirming the employment eligibility of all employees, subcontractors or persons utilized by the Company while undertaking work within Baker County.

\_\_\_\_\_  
Company Representative, Title

\_\_\_\_\_  
Date

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# SUBCONTRACTOR LISTING

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General Contractor Name

1. Pursuant to bidding requirements for the Work titled:

**CONSTRUCTION BID- TURNER CEMETERY ROAD PAVING**  
FOR BAKER COUNTY BOARD OF COUNTY COMMISSIONERS

for portions of the Work listed below and portions equaling or exceeding 3% of the total proposed Contract Sum the undersigned proposes to use the following subcontractors. Except as otherwise approved by the Owner, the undersigned proposes to perform all other portions of the Work with his own forces.

2. Portion of the Work: Subcontractor name and address:

_____	_____
	_____
	_____
_____	_____
	_____
	_____
_____	_____
	_____
	_____
_____	_____
	_____
	_____

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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 \_\_\_\_\_ and principal office in \_\_\_\_\_.  
County & State County & State
2. The above-named entity is submitting a Proposal for the Baker County Board of County Commissioners **BID # 2021-20** described as Turner Cemetery Road paving.
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 anyone 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 anyone 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 Board of County Commissioners.
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 Board of County Commissioners.
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 Board of County Commissioners.

DATED: this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
(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 \_\_\_\_\_.

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## 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.
- 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 \_\_\_\_\_ 2023

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

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**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 pertinent circumstances respecting such proposal;

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

4. Neither the said Proposer 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 Board of County Commissioners, 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)

\_\_\_\_\_

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