

**INVITATION TO BID**  
**CONSTRUCTION BID**  
**EXTEND FIRE TRUCK BAY AT FIRE STATION 20**  
**BID #2016-08**



Issued By:  
Baker County Board of County Commissioners  
55 N. 3<sup>rd</sup> St.  
Macclenny, FL 32063  
(904) 259-3613  
[Website: http://www.bakercountyfl.org](http://www.bakercountyfl.org)

**Date of Issue: December 9, 2016**  
**Due Date/Time for Receipt of Bids:**  
**January 6, 2017 at 3:00 PM**

## INVITATION TO BID

The Baker County Board of County Commissioners is seeking sealed bids from qualified General Contractors to extend one vehicle bay at Fire Station 20 located at 14496 N SR 121, Macclenny, Florida 32063. The work involves extending the far right bay approximately 12' x 16' to accommodate a longer fire truck, and includes walls, framing, roof, electrical, and other materials that match the existing structure to make the new extension look part of the original construction. The successful contractor must develop a plan/design for the project that is stamped by an engineer registered with the State of Florida. The County is seeking a lump sum price that includes construction, plans, design, permits, etc for a turn-key project. Estimated cost of project \$15,000 - \$20,000.

**MANDATORY PRE-BID CONFERENCE will be held on Friday, December 30, 2016 at, 10:00 a.m. local time at 14496 N SR 121, Macclenny, Florida 32063. Bidders are required to attend to be eligible to bid on the project. This project requires Performance and Payments Bonds to be provided.**

Bids will be received until 3:00 p.m., January 6, 2017 in the Office of the County Manager, Baker County Board of Commissioners, 55 N. 3<sup>rd</sup> Street, Macclenny FL 32063. **Bid MUST have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted.** Submit two (2) copies of your bid in a sealed envelope or similar package marked “**EXTEND FIRE TRUCK BAY AT FIRE STATION 20**” on the front of the envelope.

Bids will be opened and respondents announced at 3:00 P.M. local time, or as soon thereafter as practical, on \_January 6, 2017, in the Baker County Administrative offices, 55 N. 3<sup>rd</sup> Street, Macclenny FL 32063. The bid opening is open to the public.

Bid information may be obtained on-line at <http://www.bakercountyfl.org/purchasing>

The County reserves the right, in its sole and absolute discretion, to reject any or all Bids, to cancel or withdraw this solicitation at any time and waive any irregularities in the Solicitation process. The County reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, the County is not bound to award any contract(s) based on the lowest quoted price. The County, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the proposal deemed to be in the County's best interest. **No faxed Proposals will be accepted.**

Additional information may be obtained from:

Baker County Board of County Commissioners  
55 N. 3<sup>rd</sup> St.  
Macclenny, FL 32063  
(904) 259-3613

Website: <http://www.bakercountyfl.org/purchasing>

BAKER COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA

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Kennie Downing  
County Manager

## SECTION 1: PROJECT INFORMATION

**PURPOSE:** The Baker County Board of County Commissioners (“County”) is seeking a qualified general contractor to provide labor, materials, supplies, services, etc. to extend one vehicle bay at Fire Station 20, located at 14496 CR121, Macclenny FL 32063. The work involves extending the far right bay approximately 12’ x 16’ to accommodate a longer fire truck. The work includes walls, framing, roof, electrical, and other materials to match the existing structure to make the new extension look part of the original construction. The successful contractor must develop a plan/design for the project that is stamped by an engineer registered with the State of Florida. The County is seeking a lump sum price that includes construction, plans, design, permits, etc for a turn-key project. Estimated cost of project \$15,000 – 20,000.

### **MINIMUM REQUIREMENTS:**

To be eligible to respond to this Solicitation, the Respondent must demonstrate that it has sufficient capacity, resources and experience to provide the Services under this Solicitation. Any Respondent that fails to meet all the following minimum qualification requirements may be noted as “NON-RESPONSIVE”. Those qualifications are as follows:

- 1) Respondent shall be licensed to do business in the State of Florida.
- 2) Respondents must be properly registered to practice their profession and licensed to engage in contracting in the State of Florida at the time of Bid submission. The Respondent shall submit:
  - a. **Copy of Florida General Contractors License**
- 3) References - Respondent must provide at least three (3) references of clients it has provided similar services as described in this bid. If available, such references may be from other Florida jurisdictions. Services must have been provided within the last five (5) years.
- 4) Bids shall be accompanied by a Bid Guarantee on the prescribed form payable to the County in an amount of five percent (5%) of the total Bid as guarantee. If the Bid is accepted, the Respondent will execute and file the Agreement, Performance and Payment Bonds, and Insurance Certifications, as required by the Contract Documents.

## SECTION 2: BID QUESTIONS

**Proposers are directed not to contact County Commissioners, County departments or divisions until award has been made by the Board of County Commissioners. ALL QUESTIONS FROM BIDDERS SHALL BE ADDRESSED IN WRITING TO THE COUNTY MANAGER (see contact information below).**

**Additional Information/Addenda.** Any ambiguity, conflict, discrepancy, omissions or other error discovered in this solicitation must be reported immediately in writing to the County Manager and a request made for modifications or clarification. Request

for additional information or clarifications will be received by email or letter. The request must contain the submitter's name, address, phone number, facsimile number, and email address and addressed to:

Kennie Downing  
County Manager  
55 N. 3<sup>rd</sup> St.  
Macclenny, FL 32063  
(904) 259-3613  
Email: kennie.downing@bakercountyfl.org

Addenda: If any addenda are required, the County will post the addendum on the County website. It is the bidder's responsibility ensure all addenda are received and read.

**Proposals and Presentation Cost.** The County will not be liable in any way for any cost incurred by bidders in the preparation of their bid response nor for the presentation of their proposals or participation in any discussions or negotiations.

**SECTION 3: REQUIRED COUNTY FORMS – The following forms must be included with your bid, or your bid will be determined incomplete.**

- 1) Bid Cover Page & Contact Information**
- 2) Bid Price Sheet**
- 3) References List of 3 similar commercial projects** that the bidder has successfully completed. Include project name, address, contact name, and phone number or e-mail.
- 4) Subcontractors Listing**
- 5) Public Entities Crimes Form (Attachment B must be signed in front of a notary).** A person or affiliate who has been placed on the convicted Bidders list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted Bidder list. By signature on this solicitation and confirmation on the attached form, proposer certifies that they are qualified to do business with Baker County in accordance with Florida Statutes.
- 6) Conflict of Interest Statement**
- 7) Drug Free Workplace**
- 8) Non Collusion Affidavit**

## SECTION 4: SCOPE OF WORK

1. **Existing Structure** - Fire Station 20 is a corrugated metal building with 2 vehicle bays with rollup doors. It used to have 3 vehicle bays; the bay in the center is currently boarded up but is ready to be converted back to a bay. The driveway is fully concreted. See photos below:





## **2. Goals of the Project**

The contractor will provide all labor, materials, supplies, and services to accomplish the following goals. Any actions not specifically mentioned will be included in the bid to comply with local, State, or Federal rules and regulations; and to make the project fully functional and operational:

1. **MIDDLE VEHICLE BAY** - Re-open the middle vehicle bay so it's fully operational by removing particle board. Use and install the old rollup door located on the right, its existing track and associated materials to make a fulling functional middle bay.
2. The County has spare corrugated metal for the façade above the new middle bay. (Confirm at Job Walk. If there isn't sufficient corrugated metal from the County, the bidder must include this price in their bid.)
3. The new middle bay is already wired for electrical. The Bidder will connect the electrical and place a door activator button on the County's wall inside the building.
4. The middle bay will have a façade to match the existing building so it looks like the original building construction.
5. **RIGHT VEHICLE BAY EXTENSION**- Extend the right vehicle bay 12' x 16' over the existing concrete driveway.
6. The new bay extension will have a façade and roof to match the existing building so it looks like it was included in the original building construction.

7. The new bay extension will have a new 12'x 12' rollup door and corresponding apparatus to make it operational.
8. The new rollup door will connect to the existing electrical and use the existing door activator button on the County's wall inside the building.
9. Prior to construction, the Bidder will provide a plan/design stamped by an engineer licensed to work in Florida. The plan/design will be reviewed and approved by the County's Building department prior to the commencement of construction.
10. Clean up - All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the Contractor shall thoroughly clean up all areas where Work was done as mutually agree with the County's Project Manager.
11. Materials Shall Be New And Warranted Against Defects-  
The Bidder hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the Bidder in conjunction with this bid and resultant Contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the County by the Contractor are found to be defective or do not conform to specifications:
  - (A) The materials may be returned to the Contractor at the Contractor's expense and the Contract cancelled; or
  - (B) The County may require the Contractor to replace the materials at the Contractor's expense.
12. All work shall be in compliance with all local, state and federal standards, including safety and labor standards.
13. The County pays Net 30 days from receipt of a correct invoice. The County will not pay in advance for materials purchased or services performed. Progress payments for work completed may be negotiated with the County prior to commencement of the project.

### **3. BID FORM**

In order to receive consideration, bidders must make bids in strict accordance with the following:

- A. Make bids upon the provided Bid Document forms of the Bid Package, properly signed and with all items filled out. No wording of the Bid Documents may be changed and no words may be added to the forms. Unauthorized conditions, limitations or provisions attached to a bid will be cause for rejection of the bid. If alterations by erasure or interlineation are made for any reason, such erasure or interlineation must be adequately explained with a signed statement from the bidder.



- B. No telegraphic bid or telegraphic modification of a bid will be considered. No bid packages will be accepted by the County after the time fixed in the Invitation To Bid or an addendum. Late bid packages will be returned to the bidder unopened. Incomplete bid packages will be returned to the bidder.
- C. Deliver each bid package to the address given in the Invitation To Bid on or before the required day and hour. Enclose each bid package in a sealed envelope labeled as noted in the Invitation To Bid. Submit only the original signed copy of the bid. It is the sole responsibility of the bidder to ensure that a bid package is received on time.

#### **4. EXAMINATION OF DOCUMENTS AND SITE OF WORK**

A MANDATORY PRE-BID CONFERENCE shall be held at the site of the work to answer potential questions related to the project. The time of the meeting shall be provided by the County. The conference is mandatory to prospective bidders.

Before submitting a bid, each bidder must: (a) examine the Contract Documents thoroughly, (b) visit the site and become familiar with local conditions that may in any manner affect cost, progress or performance of the Work including, but not limited to, weather and climatological data relating to the Baker County area; (c) become familiar with Federal, State and local laws, ordinances, rules, regulations and policies that may in any manner affect cost, progress or performance of the Work; (d) study and carefully correlate bidder's observations with the Contract Documents; (e) make written requests for interpretations promptly after discovering any perceived conflicts, errors, ambiguities or inconsistencies that may impact the Work at the Project Site to include, but not be limited to, the bidder's responsibility to schedule, coordinate and sequence the Work with the work of others at the Project Site. No allowance will be made to a bidder because of the lack or inadequacy of such examination or knowledge. The submission of a bid will be conclusive evidence that the bidder has made such examinations and obtained all requisite knowledge.

#### **5. PROOF OF COMPETENCY OF BIDDER**

Each bidder is required to furnish the County with adequate evidence of completion of similar projects and that the bidder and proposed subcontractors have sufficient means and experience in the types of work called for to assure completion of the Work in a satisfactory manner. Each bidder shall provide a list of a minimum of three completed projects (of commercial type construction) from the last five years on the provided form.

#### **6. WITHDRAWAL OF BIDS**

- A. A bidder may withdraw a bid package, either personally or by written request, at any time prior to the scheduled deadline for receiving bid packages.

- B. No bidder may withdraw a bid for a period of thirty (30) calendar days after the date set for opening thereof unless the County has entered the Contract Documents with the successful bidder who has provided the County with all required documents. Bids shall be subject to acceptance by the County during this period.

**7. AWARD OR REJECTION OF BIDS**

The Contract, if awarded, will be awarded subject to the County's right to accept any bid package or reject any or all bid packages and to waive technical irregularities in the bids and in the bidding process.

**8. EXECUTION OF CONTRACT DOCUMENTS**

- A. The Contractor will be required to execute a Contract Document prior to receiving the Notice to Proceed.
- B. The bidder to whom the work is awarded shall, within ten (10) calendar days after the Notice of Award and receipt of the Contract Documents from the County, fully execute and deliver required copies to the County along with all other required documents.
- C. At or prior to delivery of the signed Contract Documents, the successful bidder shall deliver to the County all required Bonds and Certificates of Insurance in accordance with the Contract Documents.
- D. The successful bidder may not proceed with the Work until the County has approved the submitted Bonds and Certificates of Insurance. Failure or refusal to provide Bonds or Certificates of Insurance satisfactory to the County shall subject the successful bidder to loss of time from the allowable construction period equal to the time of delay in furnishing the required material and may result in the County taking any actions to which it is entitled to include, but not be limited to forfeiture of the bid guarantee.

**9. CONSTRUCTION TIME AND LIQUIDATED DAMAGES**

- A. The Contract Documents require that the Work will be substantially completed no later than ninety (90) calendar days after the date the County issues a Notice to Proceed.
- B. The Contract Documents provide that liquidated damages are available to the County in the amount of One Hundred and no/100 dollars (\$100.00) per calendar *day* for each calendar day after the agreed completion date that the Work is not certified by the County's Building Official as being Substantially Complete as that stage of completion is defined in the Contract Documents and that liquidated damages in the same amount shall be reinstated thirty (30) calendar days after the date

of Substantial Completion if the Contractor has not completed satisfactorily all items on the County's punch list. Liquidated damages shall continue to be applied until such time as all punch list items have been corrected to the satisfaction of the County.

**10. TAXES AND PERMITS**

The successful bidder shall be responsible for paying all appropriate taxes related to the project. The successful bidder shall be responsible for obtaining and complying with all permits required for the Work. Fire marshal review fees, if applicable shall be borne by the Contractor. The Baker County building permit and review fees shall be waived for the project.

**11. PROGRESS PAYMENTS**

Based upon Applications for Payment submitted to the County, the County may make monthly progress payments to the successful bidder for work completed.

**12. ADDENDA**

If it is expedient to supplement, modify or interpret any portion of the bidding documents during the bidding period, such procedure will be accomplished by the issuance of written addenda. Addenda will be posted on the County's website. It is the bidder's responsibility to check the County's website to verify whether any addenda have posted.

**13. LOCAL LABOR EMPLOYMENT AND MATERIAL PURCHASE**

The employment of Baker County citizens and the purchase of material from Baker County suppliers for the Work are encouraged. Provide a subcontractor listing for the project on the available form and identify the business location of all subcontractors. Provide a letter using the sample included noting the percentage of materials that will be purchased (if any) in Baker County, Florida and a statement regarding workforce.

**14. 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 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>(other than automobile)    | \$1,000,000/claimant<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.

# BID COVER PAGE AND CONTACT INFORMATION

BAKER COUNTY BOARD OF COUNTY COMMISSIONERS

Project: **CONSTRUCTION BID- EXTEND FIRE TRUCK BAY AT FIRE STATION 20,**  
**Bid #2016-08**

Include this sheet as the very first page of your Bid. Please complete the entire form in its entirety. The contact person indicated should be someone the City may contact for any questions or provide any correspondence related to this Solicitation.

Legal Name of Business/Respondent(s): \_\_\_\_\_

\_\_\_\_\_

Doing Business As (DBA) If applicable: \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_

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

City, State, Zip Code: \_\_\_\_\_

Contact Person's Name: \_\_\_\_\_

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

E-mail Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

# BID PRICE SHEET

BAKER COUNTY BOARD OF COUNTY COMMISSIONERS

Project: **CONSTRUCTION BID- EXTEND FIRE TRUCK BAY AT FIRE STATION 20**

**Bid #2016-08**

The prices listed below shall include the total cost to complete the services including but not limited to materials, labor, equipment, bonds, insurances, etc, as necessary to ensure proper delivery of services and/or products requested by Baker County.

<b>CONSTRUCTION BID- EXTEND FIRE TRUCK BAY AT FIRE STATION 20</b>		
<b>Item No.</b>	<b>Description</b>	<b>Cost</b>
1	Construction Bid – Fire Truck Bays at Fire Station 20 per specifications listed. (Turnkey)	\$
2	Engineering Services	\$
	<b>Grand Total (Lines 1 – 2):</b>	<b>\$</b>

- Respondent to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Also the Respondent agrees to hold this offer open for a period of one hundred and eighty (180) days from the deadline for receipt of Response.
- Respondent understand and agree to be bound by the conditions contained in this Solicitation and shall conform with all the requirements.

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

## 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 \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# SUBCONTRACTOR LISTING

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General Contractor Name

1. Pursuant to bidding requirements for the Work titled:

**CONSTRUCTION BID- EXTEND FIRE TRUCK BAY AT FIRE STATION 20  
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:

ELECTRICAL

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MECHANICAL

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ENGINEERING

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**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  
\_\_\_\_\_, 20\_\_.

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

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

**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 # 2016-08** described as **EXTEND VEHICLE BAY AT FIRE STATION 20.**
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 \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
(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**

**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 \_\_\_\_\_ 20\_\_.

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

\_\_\_\_\_

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