



INVITATION TO BID
ITB-004-2009

Sealed bids will be accepted by the City of Lake City, Florida until **Thursday, December 18, 2008 at 11:00 A.M.** local time in the Purchasing & Contracting Department located on the 2nd floor of City Hall, 205 N Marion Avenue, Lake City, Florida 32055. Any bids received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder. Bids will not be accepted via fax. Bid opening will be promptly at **11:15 AM** in the City Council Chambers located on the 2nd floor of City Hall, at which time all bids will be publicly opened and read aloud for:

AMMONIUM SULFATE – TERM CONTRACT

All bid proposals which are submitted through delivery services such as Federal Express, UPS, or United States Postal Service Express Mail, must be marked on the OUTSIDE of the delivery package with the company or Bidder's name, address, phone number, bid number (ITB-004-2009), bid title (AMMONIUM SULFATE - TERM CONTRACT) the date and time (THURSDAY, DECEMBER 18, 2008 @ 11:00 AM). The bid proposal must be in a sealed envelope INSIDE the delivery package with the same information as listed above. All bid proposals which are hand delivered or delivered through regular mail by the United States Postal Service must have all the information as listed above on the OUTSIDE of the sealed envelope. Failure to comply may be reason to reject the bid.

One original plus one copy must be included and must be addressed to the following:

City of Lake City
Attention: Purchasing & Contracting
205 N Marion Avenue
Lake City, Florida 32055

Bids must be completed in English language, signed with ink, in spaces provided on the enclosed bid forms and submitted in duplicate or bid will be subject to rejection. Any deviation from the specifications must be explained in detail on sheets attached to the bid form and labeled "Clarifications and Exceptions," and each deviation must be itemized by number and must specifically refer to the applicable specification paragraph and page. Otherwise it will be considered that items offered are in strict compliance with these specifications and the successful Bidder will be held responsible for meeting the specification. Request for additional information or clarifications must be made in writing to the Purchasing & Contracting Department. Facsimile

or e-mail requests are acceptable. The Purchasing & Contracting Department will issue replies to inquiries and additional information or amendments deemed necessary in written addenda, which will be issued prior to the deadline for responding to this Invitation to Bid. Questions must be received no later than 4 PM, Monday, December 15, 2008.

(386) 755-6112 – Fax
purchasing@lcfla.com E-mail

The City of Lake City is exempt from State Use Tax, State Retail Tax and Federal Excise Tax. The bid price must be net, exclusive of taxes. Bidder's proposal must be dated, signed by authorized representative, title, firm name, address and telephone number.

Local Vendor Preference: City of Lake City Administrative Policy #18 states that the bid of a resident of Columbia County, Florida will have a 5% preference over the bid submitted by any non-resident of Columbia County. A resident is defined as an individual whose primary residence is within Columbia County, Florida, a partnership whose principals are all residents of Columbia County, Florida, partnership or other business entity whose principal place of business is within Columbia County, Florida, or which maintains a full time business office open to the public within Columbia County, Florida. With these and other contributing factors the City Council reserves the right to award a bid or contract in the best interest of the City.

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and city holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Purchasing & Contracting Department or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting the bid.

Any Bidder desirous of protesting a bid for any reason must file a written notice of bid protest with the City Manager's office within 72 working hours following posting of notice of intended award. All protest will be in writing stating the bid being protested and the specific reason of the protest. All protest will be signed by the Protestor and include all detail for a complete and thorough review. The decision of the City Manager, after consultation with the City Attorney will be issued within five (5) working days of the receipt of the protest, unless additional time is agreed upon by all parties involved should circumstance warrant such a delay.

By submission of his/her bid, the Bidder certifies that:

A. The bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of materials, supplies or equipment described in the Invitation to Bid.

B. The contents of the bid have not been communicated by the Bidder, his/her employees or agents, to his/her best knowledge and belief, to any person not an employee or agent of the Bidder or his surety in any bond furnished herewith and will not be communicated to any such person prior to the official opening of the bids.

The City of Lake City reserves the right to accept or reject any/all bids and to award the contract in the best interest of the City of Lake City, Florida.

CITY OF LAKE CITY, FLORIDA

Scott Reynolds
City Manager

ITEM I: AMMONIUM SULFATE

A. GENERAL REQUIREMENT:

1. The intent and purpose of this specification document (the “Specification”) is for the Contractor to furnish and deliver Ammonium Sulfate chemical FOB destination, to the City of Lake City. All Bidders must be qualified under the laws and regulations of the State of Florida and the City of Lake City to perform work as required by these contract documents.
2. Award will be made to the lowest responsible and responsive bidder meeting the Specification; price, product quality, safety record, previous performance, reliability and other factors to be considered. The City of Lake City reserves the right to award by line item, group or in the aggregate, whichever it may deem to be in its best interest. The City of Lake City reserves the right, at its sole discretion, not to award certain items being bid.

B. BIDDER QUALIFICATION / SUBMITTALS:

1. For purposes of this Bid, the term “Bidder” shall be defined as the company submitting a bid to the City of Lake City and shall include all subsidiaries, affiliates, and subcontractors. As such, any requested documentation shall apply to all subsidiaries and affiliated companies as well as any subcontractors. In the event that a company is using a subcontractor to either manufacture or deliver the product, the requested items (e.g., references, terminations, and safety incidents) shall apply to the subcontractor as well.
2. References: Each prospective Bidder shall submit a list of at least three (3) references to include phone numbers that use or have used any product that it is bidding on at water treatment plants in the past two years. The Reference List shall list actual users at the water plants and not purchasing agents. Additionally, each Bidder shall provide the names of any customers where its contract was terminated early (e.g., debarred) for safety, quality, or service issues for any product it supplies over the past five years. The Bidder shall also provide a detailed listing of all accidents, incidents, releases, spills, vehicle accidents involving death or injury and National Response Center Notifications (“safety incidents”) for all chemicals it delivers or manufacturers for the past five (5) years. Failure to disclose references, terminations, or safety incidents for itself, or any subcontractors or affiliates will result in Bidder being disqualified from bidding on this product.
3. OSHA Compliance: All Contractors involved in such work as chemical supply, maintenance, repair turnaround, construction or engineering on facility chlorine or other processes covered by OSHA (Occupational Safety and Health Administration) and PSM (Process Safety Management)(Standards 29 CFR) 1910.119 must submit for review OSHA-300 and 300A logs for the past three years and a brief description of their current safety programs. Upon request, the

Contractor must provide documented evidence showing compliance with the following: PSM pre-startup safety review confined space entry, lock-out/tag-out of hazardous energy, emergency response, hazardous communications and OSHA worker training programs. All Contractors must comply with the City of Lake City's facility safe work practices and controls for the Contractor's exit and entry.

4. Public Entity Crimes: Section 287.133(3)(n) of the Florida Statutes requires that a vendor/contractor submit a sworn statement concerning Public Entity crimes. Bidders are required to submit the enclosed form with their bid, failure to do so may be reason for rejection of bid.
5. Additional Information: The City of Lake City Purchasing and Contracting Department reserves the right to request any additional information needed for clarification from any Bidder for evaluation purposes. Any information supplied by Bidder with its proposal become the property of the City of Lake City and also become public record.
6. Addendum: It will be the sole responsibility of the Bidder to contact the Purchasing Department prior to submitting a bid to determine if any addendum has been issued, to obtain such addendum, and to acknowledge addendum with their bid.

C. COMMERCIAL CONDITIONS:

1. Term: The initial term of the contract for each of the chemicals shall be for one (1) year ("Initial Term") with up to two (2) one year renewal periods. Each of the renewal periods is subject to mutual agreement and approval by both the City of Lake City and the Successful Bidder.
2. Pricing: All pricing shall be in terms of a price per gallon as indicated for the Ammonium Sulfate chemical (freight prepaid FOB to each City of Lake City facility). The price of the chemical shall be fixed for the Initial Term of this agreement and shall not be subject to any price escalation or fuel surcharges (the "Base Price").
3. Payment Terms: NET 30 days.
4. Insurance: Without limiting Bidder's indemnification, it is agreed that the successful Bidder will purchase at their expense and maintain in full 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 Bidder's policy contains higher limits, the City of Lake City, will be entitled to coverage to the extent of the higher limits. Certificates of Insurance must be furnished to the City of Lake City naming the City of Lake City as an additional insured. These certificates must provide a minimum of ten (10) calendar day notices to the City of Lake City in the event of cancellation, non-renewal or a material change in the policy.

5. Statutory Worker's Compensation Insurance as required by the State of Florida.
6. Commercial General Liability insurance 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.
7. Comprehensive Automobile Liability insurance covering all owned, hired, and non-owned vehicles with coverage limits not less than 250,000.00 per person, \$500,000.00 per occurrence and \$100,000 property damage.

D. DELIVERY REQUIREMENTS

1. Contractor shall make "normal" deliveries within three (3) calendar (i.e., not "working" days) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the City of Lake City from running out of that particular chemical in less than 24 hours. The City of Lake City shall endeavor to minimize the number of "emergency" deliveries.
2. All deliveries of chemicals shall be freight prepaid, F.O.B. to each City of Lake City facility.
3. Delivery time of day shall be arranged upon placement of order and shall be between the hours of 8:00 A.M. and 3:00 P.M. Requests to deviate from this schedule must be confirmed with the City of Lake City 48 hours prior to the scheduled delivery and must conform to the delivery conditions set forth in these specifications. Deliveries made to unmanned facilities must be coordinated with the City of Lake City so driver can gain access to the facility.
4. All bulk deliveries shall be made by properly cleaned carrier tank truck to the locations specified in paragraph 5 below.
5. All delivery trucks shall have a capable CDL licensed driver trained to properly handle chemical shipments and use and operation of equipment.
6. Packaging and shipment of all chemicals shall conform to all current regulations of the State of Florida, the United States Department of Transportation and all other applicable regulatory agencies.
7. All delivery personnel must have company cell phones to facilitate deliveries to unmanned and manned facilities.
8. The City of Lake City reserves the right to change quantities and delivery dates at its discretion with a 24-hour notice.
9. The Contractor shall be responsible for pumping all bulk deliveries into the storage tanks at the delivery sites and shall provide all necessary hoses, fittings, air-padding, pumps, etc. required to safely and efficiently "offload" the chemicals

into designated storage tanks. Contractor shall be responsible for ascertaining the correct storage tanks and fill point locations to prevent accidental discharge of the product into the wrong storage tank(s).

10. The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The City of Lake City reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking.
11. The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of chemicals shall be supplied by the Contractor and shall be clean and free from contaminating material. The City of Lake City may reject a load if the equipment is not properly cleaned. Contractor shall furnish The City of Lake City an approved, leak-free connection device between the trailer and the City of Lake City's intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled chemical. If the spill is not cleaned up, The City of Lake City will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Contractor and deducted from the amount due to the Contractor. If the City of Lake City's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.
12. For deliveries requiring a forklift, Contractor shall ensure that its equipment is in good working shape with no oil leaks and that its driver is properly trained in accordance with all applicable OSHA regulations on the safe operation of the forklift.
13. Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by the City of Lake City during the delivery. In addition, Contractor shall supply the City of Lake City a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. The City of Lake City shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to the City of

Lake City shall result in rejection of delivery and subsequent possible termination of the Contractor's supply agreement.

- 14. Delivery Shipments shall be rejected which fail to meet any of the requirements of the Specification. In the event a delivery shipment is rejected, upon notification to the Contractor that the shipment is rejected, Contractor shall be required to ship a replacement delivery to the affected location within four (4) hours from time of notification. Failure to provide replacement product that meets the Specification within the specified time period will constitute failure to comply with the delivery requirements set forth in this document.

E. DELIVERY LOCATIONS:

- 1. Delivery sites and quantities are subject to deletions or additions as necessary to meet the water treatment demands of the City of Lake City.
- 2. Split deliveries to two (2) locations will be coordinated and accepted by the City of Lake City to encourage economical delivery of product via bulk tankers dependent on storage capacities at time of delivery.
- 3. The annual chemical usages are estimates only and the City of Lake City shall not be bound by these amounts in its contract with Contractor.
- 4. Delivery Locations (as needed):

LOCATION	Ammonium Sulfate
Price Creek WTP 144 SE Ozone Loop Lake City, FL. 32025	One – 2000 Gallon Bulk Tank
Water Treatment Plant 928 SE Putnam Street Lake City, FL 32025	One – 1700 Gallon Bulk Tank

- 5. Minimum Delivery (as needed): Nominal deliveries to the bulk tanks at each Water Treatment Plant as listed above.
- 6. Estimated Annual Usage: 18,000 gallons.
- 7. Special Delivery Requirements: Bulk Deliveries – Delivery vehicle must deliver ammonia sulfate to bulk tanks in such a manner to minimize chemical fuming.
- 8. Physical Properties: Clear, pale yellow liquid 40% aqueous solution.

G. QUALITY ASSURANCE:

1. Contractor shall provide a certificate of analysis for any chemical that it delivers with each delivery.

H. OCCUPATIONAL HEALTH AND SAFETY

1. Contractor delivery personnel must remain within a safe proximity while the transfer is in progress and continuously monitor for leaking hoses, connections, or other problems. It is the responsibility of Contractor delivery personnel to contain leaks and to report any and all spills.
2. Material Safety Data Sheets. In compliance with Chapter 442 Florida Statutes, any chemical delivered from a Contractor and must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS must be maintained by the user agency and must include the following information:
 - a. The Chemical Name and the common name of the substance,
 - b. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of, or exposure to, the toxic substances, including appropriate emergency treatment in the case of overexposure.
 - c. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.
3. Technical Assistance. The Contractor shall provide technical assistance, as needed, regarding the application of its product and disposal and handling of residues and sludge's produced by the application of its chemical in the water treatment or wastewater treatment process. The Contractor shall provide this assistance at no charge to the City of Lake City.

I. TERMINATION

1. In addition to the various statements in this Specification stating the grounds for automatic termination of the Contractor's contract to a specified chemical, and in addition to any other remedies, including the right to obtain cover and charge Contractor for the costs of cover, Contractor's failure to comply with this Specification three (3) times over the duration of this contract shall constitute sufficient grounds for termination of the contract by the City of Lake City. These failures any three of which can result in termination of the contract, include, but are not limited to, failure to deliver in a timely manner, failure to deliver with proper equipment, failure of the chemical provided to meet the Specification at anytime, failure to provide a certificate of analysis, failure to comply with the safety and OSHA requirements of the Specification, failure to provide drivers

with company cell phones, failure to provide licensed drivers listed on the Contractor's CD, failure to provide updated CD's with a driver's list, failure to provide requested technical assistance and/or training and failure to respond in a timely manner to any City of Lake City emergency.

J. BIDDER'S CHECKLIST

1. The Bidder shall ensure the following information is included in their proposals:

Bid Forms Showing Pricing for each Chemical

Public Entity Crimes Form

List of References (Three)

List of Subcontractors or Affiliates

List of Safety Incidents (Last Five Years)

List of Terminations/Debarments (Last Five Years)

Other Information on Company

Any Exceptions Taken to the Specification (Any of which may result in Bidder's disqualification)

“PROPOSAL”

Ammonium Sulfate \$ _____ per gallon

\$ _____ Dollars _____ cents.

FIRM NAME _____

ADDRESS _____

CITY, STATE, ZIP _____

TELEPHONE _____

FAX # _____

E-MAIL ADDRESS _____

Authorized Representative (PLEASE PRINT OR TYPE)

SIGNATURE _____

DATE _____

REFERENCES

As per the General Specifications Section, below is a list of at least 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: _____
E-mail address _____
Business Phone #: _____
Contact Person: _____
Length of time services provided: _____
2. Company Name: _____
Address: _____
E-mail address _____
Business Phone #: _____
Contact Person: _____
Length of time services provided: _____
3. Company Name: _____
Address: _____
E-mail address _____
Business Phone #: _____
Contact Person: _____
Length of time services provided: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

PROPOSER CONFLICT OF INTEREST STATEMENT

STATE OF FLORIDA, CITY 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 City of Lake City ITB-004-2009 described as INVITATION TO BID – AMMONIUM SULFATE
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 not 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 City of Lake City.
9. I certify that no member of the entity’s ownership or management, or staff has a vested interest in any aspect of the City of lake City.
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 City of Lake City.

DATED this _____ day of _____ 200__.

(Affiant)

Typed Name and Title

Sworn to and subscribed before me this _____ day of _____ 200__.

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 PROPOSAL

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?

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 City of Lake City, ITB-004-2009 Ammonium Sulfate.

Firm

Date

Authorized Signature and Title

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH 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.
- 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 _____200__.

Personally known _____or Produced Identification _____

(Specify type of identification)

Signature of Notary

My Commission Expires:_____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

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

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

1. This sworn statement is submitted to _____
(print name of the public entity)
by _____
(print individual's name and title)
for _____
(print name of entity submitting sworn statement)

whose business address is _____
and (if applicable) its Federal Employer Identification Number (FEIN) is _____. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. 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 of the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. 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, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- 1) A predecessor or successor of a person convicted of a public entity crime; or
- 2) 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.

5. 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 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.

6. 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 and 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.)

_____ 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. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Please attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Sworn to and subscribed before me this _____ day of _____, 20____. _____
(Signature)
Personally known _____
OR Produced identification _____
Notary Public - State of _____
My commission expires: _____
(Type of Identification)

Printed type or stamped commissioned name of notary public)

THIS FORM MUST BE INCLUDED WITH PROPOSAL