

SECTION 00300

BID FORM

SUBMITTED: _____
Date

PROJECT IDENTIFICATION: **Towncenter Stormwater and Utility Upgrades**

NAME OF BIDDER: _____

BUSINESS ADDRESS: _____

Phone No. _____

CONTRACTOR'S FLORIDA LICENSE NO. _____

THIS BID IS SUBMITTED TO: City of Maitland (hereinafter called Owner).

1. The undersigned Bidder offers and agrees to enter into an Agreement with Owner in the form included in the Bidding Documents, to complete all work for the Contract Price and within the Contract Time, all in accordance with the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Bidding Documents, including without limitation those dealing with the Owner's time for accepting for Bid and the disposition of Bid Bond.
3. In submitting this Bid, Bidder makes all representations required by the Instructions to Bidders and further warrants and represents that:

(a) Bidder has examined copies of all the Bidding Documents and of the following addenda:

No. _____	Dated _____;	No. _____	Dated _____
No. _____	Dated _____;	No. _____	Dated _____
No. _____	Dated _____;	No. _____	Dated _____
No. _____	Dated _____;	No. _____	Dated _____

(Receipt of all which is hereby acknowledged) and also copies of the Advertisement for Bids and the Instructions to Bidders.

(b) Bidder has examined the site and locality where the Work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.

(c) This Bid is genuine and not made in the interest or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.

- (d) Bidder hereby agrees if this Bid is accepted, to commence work under this contract on the date to be specified in the Notice to Proceed and to fully complete all work of the Project within the Contract Time stipulated in the Agreement (Section 00500). Bidder further agrees to pay as liquidated damages the amount stated in the Agreement for each consecutive calendar day completion of the work is delayed.
4. Bidder submits the following lump sum or unit price bid to perform all the Work as required by the Drawings and Specifications. All Bid Items shall include all materials, equipment, labor, permit fees, taxes, tests, miscellaneous costs of all types, overhead, and profit for the item to be complete, in place, and ready for operation in the manner contemplated by the Contract Documents.
 5. The following documents are attached to and made a condition of this Bid:
 - (a) **Bid Bond** (Section 00410 and surety bond or cashier's check).
 - (b) **Power of Attorney** (for surety bond only).
 - (c) **Noncollusion Affidavit** (Section 00480).
 - (d) **Corporate authority to execute Bid** (for any corporate employee other than president or vice president).
 - (e) **Questionnaire, Subcontractor Listing** (Sections 00301, and 00301-A).
 - (f) **Public Entity Crime Statement** (Section 00490)
 - (g) **Drug Free Workplace Form** (Section 00485)
 6. The terms used in this Bid, which are defined in Article 1 of the General Conditions shall have the meanings assigned to them in the General Conditions as amended by the Supplementary Conditions.
 7. **COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT (90-96, LAWS OF FLORIDA)**

Bidder hereby acknowledges that all costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) are included in the various items of the proposal and in the Total Bid Price. For informational purposes only, the Bidder is required to further identify these costs, to be summarized below:

	Trench Safety Measure Description	Units of Measure (LF, SY)	Unit (Quantity)	Unit Cost	Extended Cost
A	_____	_____	_____	\$_____	\$_____
B	_____	_____	_____	\$_____	\$_____
C	_____	_____	_____	\$_____	\$_____
D	_____	_____	_____	\$_____	\$_____
				TOTAL:	\$_____

THIS IS NOT A PAY ITEM. The purpose of this form is to disclose information on the costs associated with trench safety measures and to insure that the Bidder has considered these costs and included them in the Bid Price. Contractor will not receive additional payment if actual quantities differ from those estimated above or if the Contractor uses a safety measure different than those listed.

Failure to complete the above may result in the Bid being declared non-responsive.

NAME OF BIDDER: _____

If Bidder is: (ALL SIGNATORIES MUST HAVE THEIR NAME PRINTED OR TYPED BELOW THEIR SIGNATURE)

SOLE PROPRIETORSHIP

_____(SEAL)
(Individual's Signature)

_____(SEAL)
(Individual's Name)

Doing Business as: _____

Business Address: _____

Phone No.: _____

Florida License No.: _____

A PARTNERSHIP

_____(SEAL)
(Partnership Name)

_____(SEAL)
(General Partner's Signature)

_____(SEAL)
(General Partner's Name)

Business Address: _____

Phone No.: _____

Florida License No.: _____

NAME OF BIDDER: _____

A CORPORATION

(Corporation Name)

(State of Incorporation)

By _____
(Name of Person Authorized to Sign)

(Title)

(Authorized Signature)

(Corporate Seal)

Attest _____
(Secretary)

Business Address: _____

Phone No.: _____

Corporation President: _____

Florida License No.: _____

NAME OF BIDDER: _____

A JOINT VENTURE

By _____ (SEAL)
(Name)

(Address)

By _____ (SEAL)
(Name)

(Address)

Business Address: _____

Phone No.: _____

Florida License No.: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above).

8. List the following in connection with the Surety which is providing the Bid Bond.

Surety's Name and Phone Number: _____

Surety's Address: _____

Name, address and phone number of Surety's resident agent for service of process in Florida:

SCHEDULE A GENERAL

PAY ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST
1	MOBILIZATION	LS	1		\$ -
2	MAINTENANCE OF TRAFFIC	LS	1		\$ -
3	PORTABLE CHANGEABLE MESSAGE SIGN, TEMP	ED	520		\$ -
4	EROSION CONTROL	LS	1		\$ -
5	CLEARING AND GRUBBING	LS	1.0		\$ -
6	REMOVAL/REPLACE OF EXISTING CONCRETE CURB	LF	632		\$ -
7	REMOVE EXISTING ASPHALT PAVEMENT	SY	5,069		\$ -
8	REMOVE EXISTING CONCRETE SIDEWALK	SY	287		\$ -
9	REMOVE EXISTING DECORATIVE SIDEWALK	SY	22		\$ -
10	REMOVE EXISTING CONCRETE DRIVE AND DRIVE AISLE	SY	185		\$ -
11	ASPHALT SP-9.5 (ROADWAY)	TN	418		\$ -
12	OPTIONAL BASE GROUP 11	SY	560		\$ -
13	OPTIONAL BASE GROUP 9	SY	1,238		\$ -
14	OPTIONAL BASE GROUP 6	SY	2,294		\$ -
15	PARKING LOT REPAIR (1.5" SP-9.5, 8" BASE)	SY	697		\$ -
16	CONCRETE DRIVE REPLACEMENT (6" THICK WITH WWF)	SY	648		\$ -
17	EXISTING CURB RAMP MODIFICATION	EA	0		\$ -
18	REPLACE DECORATIVE SIDEWALK	SY	22		\$ -
19	SIDEWALK CONCRETE, 4" THICK	SY	287		\$ -
20	IRRIGATION REPAIR	AL	1		\$ -
21	RELOCATE WATER METER AND BACKFLOW PREVENTER	LS	1		\$ -
22	REMOVE AND RELOCATE ELECT PANEL & TRANSFORMER	LS	0		\$ -
23	RECONNECT ELECT SERVICE	LS	0		\$ -
24	SITE LIGHTING MODIFICATIONS	LS	1		\$ -
25	PARKING LOT RESTRIPIING	LS	1		\$ -
26	PARKING LOT OVERLAY AND RESTRIPE (3/4" ASPHALT)	SY	5,476		\$ -
SUBTOTAL					\$0.00

SCHEDULE B STORMWATER

PAY ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST
27	REMOVE/REPLACE EXISTING INLET TOP	EA	1		\$ -
28	REMOVE 8" MITERED END SECTION	EA	1		\$ -
29	MANHOLES, P-7, <10'	EA	12		\$ -
30	CONFLICT BOX	EA	2		\$ -
31	CONNECT TO EXISTING MANHOLE	EA	2		\$ -
32	DRAINAGE STRUCTURES, MISCELLANEOUS, ADJUST	EA	1		\$ -
33	BRICK IN PIPE INVERTS	EA	2		\$ -
34	RCP DRAINAGE PIPE, REMOVE & DISPOSE	LF	356		\$ -
35	8" DRAINAGE PIPE, REMOVE & DISPOSE	LF	45		\$ -
36	DRAINAGE STRUCTURE, REMOVE & DISPOSE	EA	5		\$ -
37	REMOVE / REPLACE FLUME	EA	1		\$ -
38	INLETS, DT BOT, TYPE E, <10'	EA	5		\$ -
39	15" MITERED END SECTION	EA	1		\$ -
40	8" PVC	LF	20		\$ -
41	15" RCP	LF	25		\$ -
42	18" RCP	LF	256		\$ -
43	24" RCP	LF	32		\$ -
44	30" RCP	LF	239		\$ -
45	36" RCP	LF	458		\$ -
46	42" RCP	LF	468		\$ -
47	48" RCP	LF	152		\$ -
48	54" RCP	LF	243		\$ -
49	18" RCP PLUG AND CAP	EA	6		\$ -
50	24" RCP LINING	LF	195		\$ -
51	24" EXFILTRATION TRENCH WITH ROCK AND FABRIC	LF	75		\$ -
52	FILL EXISTING CITY HALL POND (APPROX 600 CY)	LS	1		\$ -
SUBTOTAL					\$0.00

SCHEDULE C UTILITY

PAY ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST
53	MANHOLES, P-7, <10', UTILITIES	EA	3		\$ -
54	BRICK IN SANITARY PIPE INVERTS	EA	2		\$ -
55	REMOVE EXISTING WATERMAIN	LF	90		\$ -
56	REMOVE EXISTING SANITARY MAIN	LF	495		\$ -
57	REMOVE EXISTING SANITARY MANHOLE	EA	1		\$ -
58	REMOVE EXISTING FIRE HYDRANT ASSEMBLY	EA	1		\$ -
59	CUT AND CAP EXISTING 10" WATER MAIN	EA	1		\$ -
60	GROUT FILL EXISTING 10" WATER MAIN	LF	536		\$ -
61	GROUT FILL EXISTING 8" SANITARY	LF	0		\$ -
62	10" LINESSTOP ASSEMBLY	EA	3		\$ -
63	12" LINESSTOP ASSEMBLY	EA	0		\$ -
64	10" TAPPING SLEEVE AND VALVE	EA	3		\$ -
65	12" TAPPING SLEEVE AND VALVE	EA	0		\$ -
66	8" WATER MAIN (OPEN CUT)	LF	10		\$ -
67	10" WATER MAIN (OPEN CUT)	LF	55		\$ -
68	12" WATER MAIN (OPEN CUT)	LF	1,217		\$ -
69	6" SANITARY LATERAL	EA	0		\$ -
70	SANITARY CONNECTION TO MH	EA	0		\$ -
71	8" GRAVITY SEWER (OPEN CUT)	LF	0		\$ -
72	10" GRAVITY SEWER (OPEN CUT)	LF	599		\$ -
73	ADJUST FORCEMAIN	LF	25		\$ -
74	12" GATE VAVE	EA	14		\$ -
75	10" GATE VALVE	EA	2		\$ -
76	10" PLUG AND CAP	EA	2		\$ -
77	12" PLUG AND CAP	EA	1		\$ -
78	RECONNECT EXISTING SANITARY SERVICE	EA	0		\$ -
79	SINGLE WATER SERVICE (RECONNECT)	EA	1		\$ -
80	1" SERVICE LINE (DIRECTIONAL DRILL)	LF	80		\$ -
81	1" SERVICE LINE	LF	7		\$ -
82	1" SERVICE LINE CONNECTION	EA	2		\$ -
83	2" SERVICE LINE (DIRECTIONAL DRILL)	LF	80		\$ -
84	2" SERVICE LINE	LF	42		\$ -
85	2" SERVICE LINE CONNECTION	EA	5		\$ -
86	WATER MAIN CONNECTION	EA	2		\$ -
87	2" BLOW OFF ASSEMBLY	EA	1		\$ -
88	FIRE HYDRANT ASSEMBLY	EA	3		\$ -
89	FITTING	TN	2		\$ -
				SUBTOTAL	\$0.00
				TOTAL	\$0.00

SCHEDULE A GENERAL

PAY ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST
1	MOBILIZATION	LS	1		\$ -
2	MAINTENANCE OF TRAFFIC	LS	1		\$ -
3	PORTABLE CHANGEABLE MESSAGE SIGN, TEMP	ED	520		\$ -
4	EROSION CONTROL	LS	1		\$ -
5	CLEARING AND GRUBBING	LS	1.0		\$ -
6	REMOVAL/REPLACE OF EXISTING CONCRETE CURB	LF	618		\$ -
7	REMOVE EXISTING ASPHALT PAVEMENT	SY	4,690		\$ -
8	REMOVE EXISTING CONCRETE SIDEWALK	SY	220		\$ -
9	REMOVE EXISTING DECORATIVE SIDEWALK	SY	22		\$ -
10	REMOVE EXISTING CONCRETE DRIVE AND DRIVE AISLE	SY	104		\$ -
11	ASPHALT SP-9.5 (ROADWAY)	TN	394		\$ -
12	OPTIONAL BASE GROUP 11	SY	560		\$ -
13	OPTIONAL BASE GROUP 9	SY	1,017		\$ -
14	OPTIONAL BASE GROUP 6	SY	2,294		\$ -
15	PARKING LOT REPAIR (1.5" SP-9.5, 8" BASE)	SY	1,132		\$ -
16	CONCRETE DRIVE REPLACEMENT (6" THICK WITH WWF)	SY	104		\$ -
17	EXISTING CURB RAMP MODIFICATION	EA	1		\$ -
18	REPLACE DECORATIVE SIDEWALK	SY	22		\$ -
19	SIDEWALK CONCRETE, 4" THICK	SY	220		\$ -
20	IRRIGATION REPAIR	AL	0		\$ -
21	RELOCATE WATER METER AND BACKFLOW PREVENTER	LS	0		\$ -
22	REMOVE AND RELOCATE ELECT PANEL & TRANSFORMER	LS	1		\$ -
23	RECONNECT ELECT SERVICE	LS	1		\$ -
24	SITE LIGHTING MODIFICATIONS	LS	0		\$ -
25	PARKING LOT RESTRIPIING	LS	1		\$ -
26	PARKING LOT OVERLAY (3/4" ASPHALT)	SY	5,476		\$ -
SUBTOTAL					\$0.00

SCHEDULE B STORMWATER

PAY ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST
27	REMOVE/REPLACE EXISTING INLET TOP	EA	1		\$ -
28	REMOVE 8" MITERED END SECTION	EA	1		\$ -
29	MANHOLES, P-7, <10'	EA	9		\$ -
30	CONFLICT BOX	EA	2		\$ -
31	CONNECT TO EXISTING MANHOLE	EA	2		\$ -
32	DRAINAGE STRUCTURES, MISCELLANEOUS, ADJUST	EA	1		\$ -
33	BRICK IN PIPE INVERTS	EA	2		\$ -
34	RCP DRAINAGE PIPE, REMOVE & DISPOSE	LF	101		\$ -
35	8" DRAINAGE PIPE, REMOVE & DISPOSE	LF	15		\$ -
36	DRAINAGE STRUCTURE, REMOVE & DISPOSE	EA	3		\$ -
37	REMOVE / REPLACE FLUME	EA	1		\$ -
38	INLETS, DT BOT, TYPE E, <10'	EA	4		\$ -
39	15" MITERED END SECTION	EA	0		\$ -
40	8" PVC	LF	15		\$ -
41	15" RCP	LF	0		\$ -
42	18" RCP	LF	299		\$ -
43	24" RCP	LF	32		\$ -
44	30" RCP	LF	239		\$ -
45	36" RCP	LF	388		\$ -
46	42" RCP	LF	285		\$ -
47	48" RCP	LF	0		\$ -
48	54" RCP	LF	144		\$ -
49	18" RCP PLUG AND CAP	EA	4		\$ -
50	24" RCP LINING	LF	195		\$ -
51	24" EXFILTRATION TRENCH WITH ROCK AND FABRIC	LF	75		\$ -
52	FILL EXISTING CITY HALL POND (APPROX 600 CY)	LS	1		\$ -
SUBTOTAL					\$0.00

SCHEDULE C		UTILITY			
PAY ITEM	DESCRIPTION	UNIT		UNIT COST	COST
53	MANHOLES, P-7, <10', UTILITIES	EA	5		\$ -
54	BRICK IN SANITARY PIPE INVERTS	EA	4		\$ -
55	REMOVE EXISTING WATERMAIN	LF	90		\$ -
56	REMOVE EXISTING SANITARY MAIN	LF	615		\$ -
57	REMOVE EXISTING SANITARY MANHOLE	EA	1		\$ -
58	REMOVE EXISTING FIRE HYDRANT ASSEMBLY	EA	1		\$ -
59	CUT AND CAP EXISTING 10" WATER MAIN	EA	1		\$ -
60	GROUT FILL EXISTING 10" WATER MAIN	LF	536		\$ -
61	GROUT FILL EXISTING 8" SANITARY	LF	740		\$ -
62	10" LINESSTOP ASSEMBLY	EA	2		\$ -
63	12" LINESSTOP ASSEMBLY	EA	1		\$ -
64	10" TAPPING SLEEVE AND VALVE	EA	2		\$ -
65	12" TAPPING SLEEVE AND VALVE	EA	1		\$ -
66	8" WATER MAIN (OPEN CUT)	LF	10		\$ -
67	10" WATER MAIN (OPEN CUT)	LF	55		\$ -
68	12" WATER MAIN (OPEN CUT)	LF	1,223		\$ -
69	6" SANITARY LATERAL	EA	1		\$ -
70	SANITARY CONNECTION TO MH	EA	1		\$ -
71	8" GRAVITY SEWER (OPEN CUT)	LF	946		\$ -
72	10" GRAVITY SEWER (OPEN CUT)	LF	599		\$ -
73	ADJUST FORCEMAIN	LF	0		\$ -
74	12" GATE VAVE	EA	14		\$ -
75	10" GATE VALVE	EA	2		\$ -
76	10" PLUG AND CAP	EA	2		\$ -
77	12" PLUG AND CAP	EA	1		\$ -
78	RECONNECT EXISTING SANITARY SERVICE	EA	2		\$ -
79	SINGLE WATER SERVICE (RECONNECT)	EA	2		\$ -
80	1" SERVICE LINE (DIRECTIONAL DRILL)	LF	80		\$ -
81	1" SERVICE LINE	LF	7		\$ -
82	1" SERVICE LINE CONNECTION	EA	2		\$ -
83	2" SERVICE LINE (DIRECTIONAL DRILL)	LF	80		\$ -
84	2" SERVICE LINE	LF	27		\$ -
85	2" SERVICE LINE CONNECTION	EA	4		\$ -
86	WATER MAIN CONNECTION	EA	3		\$ -
87	2" BLOW OFF ASSEMBLY	EA	1		\$ -
88	FIRE HYDRANT ASSEMBLY	EA	3		\$ -
89	FITTING	TN	2		\$ -
				SUBTOTAL	\$0.00
				TOTAL	\$0.00

SECTION 00301
QUESTIONNAIRE

DATE: _____

PROJECT IDENTIFICATION: **Towncenter Stormwater and Utility Upgrades**

NAME OF BIDDER: _____

BUSINESS ADDRESS: _____

_____ Phone No. _____

CONTRACTOR'S FLORIDA LICENSE NO. _____

The undersigned warrants the truth and accuracy of all statements and answers herein contained. Include additional sheets if necessary.

1. How many years has your organization been in business as a general contractor?

2. Describe and give the date and owner (include address and telephone number) of the last five (5) projects that you have completed similar in type, size, and nature as the one proposed?

3. Have you ever failed to complete work awarded to you? If so, where and why?

4. Name three (3) individuals or corporations for which you have performed work and to which you refer (include contact name, phone number, and address for each refernece listed):

5. Have you personally inspected the site of the proposed work? Describe any anticipated problems with the site and your proposed solutions?

6. Will you subcontract any part of this work? If so, describe which portions and fill out form 301-A:

7. What equipment do you own that is available for the work?

8. What equipment will you purchase for the work?

9. What equipment will you rent for the work?

END OF SECTION

SECTION 00301-A
SUBCONTRACTOR LISTING

List all proposed subcontractors to be used for this project regardless of racial or gender grouping.

Firm Name, Address and Telephone Number	Trade	Estimated Dollar Amount
*		
		\$
*		
		\$
*		
		\$
*		
		\$
*		
		\$
*		
		\$

Use additional sheets if necessary.

END OF SECTION

SECTION 00410

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Principal, and _____ as Surety, are hereby held and firmly bound the City of Maitland as Owner in the penal sum of, (5 percent of the Contract Bid) _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this ____ day of _____, 20__.

The condition of the above obligation is such that whereas the Principal has submitted to the City of Maitland a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the **Towncenter Stormwater and Utility Upgrades**

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void; otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be no way impaired or affected by an extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (Print Full Name):

Surety (Print Full Name):

By: _____(L.S.)

By: _____(L.S.)

Title: _____

Title: _____

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

CORPORATE RESOLUTION

I, _____, Secretary of _____, a corporation organized and existing under the laws of the State of _____, hereby certify that at a meeting of the Board of Directors of the Corporation duly called and held on _____, 20____, at which a quorum was present and acting throughout, the following resolutions were adopted and are now in full force and effect:

RESOLVED that the following individuals of this corporation are authorized to execute on behalf of this corporation a Bid and Agreement to the City of Maitland for the construction of **Towncenter Stormwater and Utility Upgrades**

I further certify that the names of the officers of this corporation and any other persons authorized to act under this resolution and their official signatures are as follows:

<u>NAME</u>	<u>OFFICE</u>	<u>OFFICIAL SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have hereunto subscribed my name as Secretary and affixed the seal of the corporation this _____ day of _____, 20__.

END OF SECTION

SECTION 00480

NONCOLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____, being first duly sworn deposes and says that:

1. He/She is the _____, of

(Title)

_____, the Bidder that has submitted the attached Bid;

(Company Name)
2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price in any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Maitland, or any person interested in the proposed Contract;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including his affiant.

Signature

Date

Typed Name and Title

Sworn and subscribed to before me this ____ day of _____, 20____, in the State of _____, County of _____.

Printed, Typed, Stamped Commissioned Name of Notary Public

My Commission Expires: _____

****This form must be returned with your bid.****

END OF SECTION

SECTION 00485

DRUG-FREE WORKPLACE FORM

Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the purchase of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. The Drug-Free Workplace form, attached hereto, shall be submitted with the bid.

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a-condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United State or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements

Bidder's Signature

Bidder's Title

Date

SECTION 00490

PUBLIC ENTITY CRIMES STATEMENT

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract No.

_____ for _____.

2. This sworn statement is submitted by

(name of entity submitting sworn statement)

whose business address is

_____ and
(if applicable) Its Federal Identification Number (FEIN) is

_____.

(If the entity has no FEIN, Include the Social Security Number of the individual signing this sworn statement:

3. My name is _____ and my relationship to
(please print name of individual signing)
the entity named above is

_____.

4. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that “convicted” or “conviction” as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilty 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.

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”

SECTION 00490

PUBLIC ENTITY CRIMES STATEMENT

includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(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.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with 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.]

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the final order.]

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

SECTION 00490

PUBLIC ENTITY CRIMES STATEMENT

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

(Signature)

(Title)

Date _____

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,
_____ who, after first being sworn by me,
affixed his/her signature in the space provided above on this ____ day of _____,
20_____.

NOTARY PUBLIC

my commission expires:

SECTION 00495

PUBLIC RECORD

Contractor must comply with public records laws (Section 119.0701, Florida Statutes), specifically to:

1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
2. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
4. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

Print Name

Contractor

Signature

Date