



**RFQ NUMBER 2302ST**

**DOWNTOWN DADE CITY PARKING LOT and  
AGNES LAMB PARK LIGHTING  
AND ELECTRICAL UPGRADES**

**CITY OF DADE CITY  
38020 MERIDIAN AVE  
DADE CITY, FL 33525  
PHONE: (352) 523-5050  
FAX: (352) 521-1422**

**Bid Due Date: February 16, 2023**

**INDEX**

**RFQ NUMBER 2302ST  
DOWNTOWN DADE CITY PARKING LOT and AGNES LAMB PARK LIGHTING  
AND ELECTRICAL UPGRADES**

Part I General Information & Scope of Work..... Page 2  
Part II Information Required from Proposers..... Page 8  
Part III Criteria for Selection..... Page 11

***The following documents must be returned with your bid:***

Drug-Free Workplace Certification..... Page 15  
Public Entity Crime Statement ..... Page 17  
Anti-Collusion Statement ..... Page 19

All additional supplemental information requested in the RFP and/or Bid Form

***Additional Information***

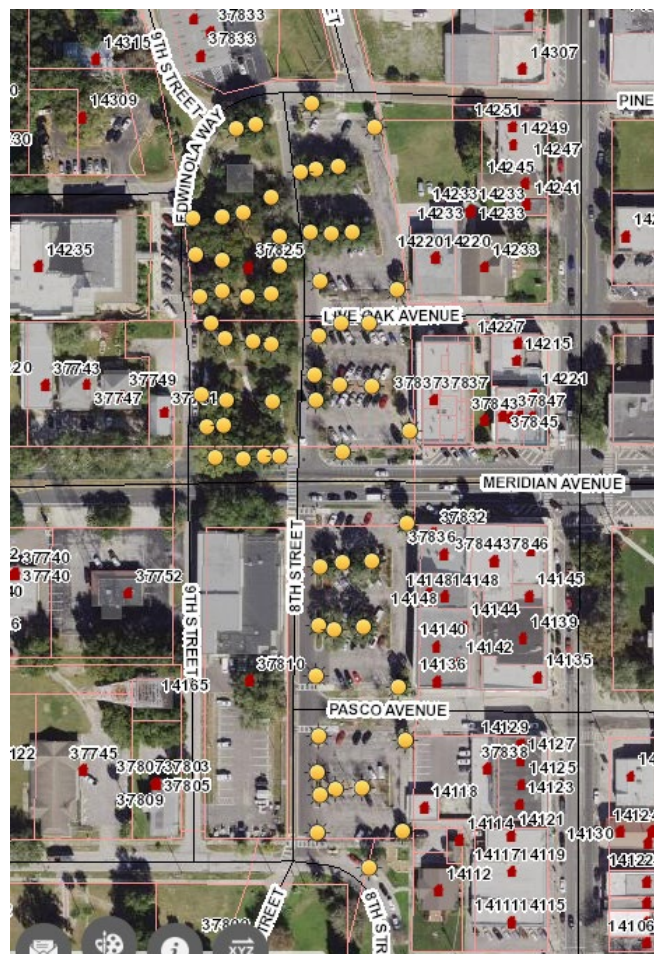
Exhibit A Location/Specifications – Base Bid ..... Page 20

**RFP NUMBER 2302ST**  
**DOWNTOWN DADE CITY PARKING LOT and AGNES LAMB**  
**PARK LIGHTING AND ELECTRICAL UPGRADES**  
*BID DUE DATE: FEBRUARY 16, 2023 AT 2:00 PM*

January 12, 2023

NOTICE IS HEREBY GIVEN that sealed quotes will be received by the City of Dade City (City) until **2:00 PM, Local Time, February 16, 2023** to provide **Downtown Dade City Up-Lighting and Electrical Upgrades**.

**Brief Description:** The City of Dade City Community Redevelopment Agency (CRA) is seeking quotes for ground, base, and/or up-lighting for landscape and trees in public parking lot islands along 8<sup>th</sup> Street, from Church Avenue north to Pineapple Avenue, including approximately twenty-six trees in Agnes Lamb Park in Downtown Dade City. Anticipated number of total lighting stations will be for approximately 52 trees/landscaped islands dispersed between Agnes Lamb Park and four separate public parking areas. For illustrative purposes only, the following picture denotes approximate locations for the up-lighting fixture placement.



## SCOPE OF WORK

Scope of work entails, but may not be limited to the following:

- Upgrade of Original Panel Board to NEC Code and to an amount required to supply the City's needs; includes demolition/removal of existing supports/backing for current configuration
- Jack and bore conduit from Original Panel Board (Agnes Lamb) to the parking lot to New Panel Board
- Supply and Install new panel board, electrical hookups in parking lot
- Supply and install LED lamps for 8 decorative poles in Agnes Lamb Park, Lens covers were recently replaced. If they will not be compatible with the new LED lamps they will need replaced with like appearance.
- Supply and Install Fixture Heads, LED Lamps, and transformers, where required
- Provide sketch to pull appropriate permits with TECO and the City.

A site visit is required to properly assess existing conditions. Please contact Public Works Director Jason Warrenfeltz to answer any questions at 352-523-5050 extension 401.

Quotes shall include all labor, material, equipment, TECO Drops, and any additional permitting fees required other than the City of Dade City.

- Quotes must be in accordance with the provisions, specifications and instructions set forth herein and will be received by the City Manager until the above noted time, when they will be publicly acknowledged and accepted.

## PART I GENERAL INFORMATION

### 1.1. **PURPOSE**

The City of Dade City is seeking qualified firms and to establish a firm fixed price to ensure that the City is receiving the most economical service costs at all times while maximizing the quality and level of service.

### 1.2. **OBJECTIVE**

The primary objective of the Request for Proposals (RFP) is the selection and ranking of the most qualified and experienced proposer in providing electrical services.

### 1.3. **ISSUING OFFICE**

The contracting agency shall be the City Hall, 38020 Meridian Avenue, Dade City, FL 33525.

#### 1.4. **REJECTION**

The City reserves the right to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project from the most responsive and responsible proposer.

- A. The City may reject bids if:
  - The Proposer mistakes or conceals any material fact in the bid, or if,
  - The bid does not strictly conform to the law or requirements of the bid; or if,
  - The bid is conditional, except that the Proposer may qualify his/her bid for acceptance by the City on an “all or none” basis, or a “low term” basis. An “all or none” basis must include all items upon which bids are invited.
- B. The City may, however, reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid unless the bid has been qualified as provided in 1.4.A above.
- C. The City reserves the right to waive any minor irregularity, technicality, or omission if the City determines that doing so will serve the City’s best interests. The city may reject any response not submitted in the manner specified by the solicitation documents.
- D. The City reserves the right to award a contract to the next most qualified proposer if a successful proposer does not execute a contract within thirty (30) days after approval of the selection by the City.
- E. The City reserves the right to cancel a solicitation at any time prior to approval of the award by the City.
- F. Proposals will not be considered from vendors who are currently involved in official reorganization or bankruptcy proceedings.

#### 1.5. **Local, State and Federal Compliance Requirements**

Proposers shall comply with local, state, and federal directives, orders and laws as applicable to this RFP and subsequent contract(s) including but not limited to:

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246, as applicable to this RFP and subsequent contract(s).
- B. Minority Business Enterprise (MBE), as applicable to this RFP and subsequent contract(s).
- C. Occupational Safety and Health Act (OSHA), as applicable to this RFP and subsequent contract(s).

1.6. **Variance in Conditions**

Any and all Special Conditions and Specifications hereto which vary from the General Conditions shall have precedence.

1.7. **INQUIRIES AND ADDENDA**

No oral interpretation of this Request for Proposal shall be considered binding. The City shall be bound by information and statements only when such statements are written and executed under the authority of the City.

**All such requests for information shall be made in writing and the person submitting the request will be responsible for prompt delivery. Any interpretation of the RFP, if made, will be made only by addendum duly issued. The City will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of contract.**

All questions regarding responses to this Request for Proposals (RFP) must be in writing, via e-mail to Tina Mauriello at [tmauriello@dadecityfl.com](mailto:tmauriello@dadecityfl.com) no later than **February 9, 2023, at 5:00 PM.**

1.8. **MANDATORY PRE-BID CONFERENCE**

A Mandatory Pre-Bid Conference will be required for all bidders on **January 27, 2023**. The location is at **Agnes Lamb Park, 14200 9<sup>th</sup> Street, Dade City, FL. 33525.**

1.9. **DELIVERY OF PROPOSAL**

Offers by telephone shall not be accepted. Also, proposers are instructed NOT to fax their proposal. Faxed proposals shall be rejected as non-responsive regardless of when the fax is received.

Respondents are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your proposal is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

It is the sole responsibility of the proposer to ensure that his or her proposal reaches the Purchasing Department. The time and date for receipt of proposals will be scrupulously observed. The City shall not be responsible for late deliveries or mail delays. All proposals will be opened publicly and the names of proposer read aloud.

1.10. **WITHDRAWAL OF PROPOSAL**

Proposals may be withdrawn prior to the time set for bid opening. Such requests must be in

writing and mailed or hand delivered to the address rendered herein.

**1.11. LATE PROPOSALS OR MODIFICATIONS**

- A. Proposals and modifications received after the time set for the bid opening will not be considered.
- B. Modifications in writing received prior to the time set for bid opening will be accepted and considered.

**1.12. PROPOSER RESPONSIBILITIES**

The selected proposer shall be required to assume responsibility for all services offered in his proposal. The selected proposer shall be the sole point of contact with regard to contractual matters including payments and work product resulting from the contract.

**1.13. DISCLOSURE**

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

All information submitted in response to this RFP shall become part of the final contract between the City and the Proposer.

**1.14. METHOD OF PAYMENT**

Payment shall be made within 30 days after satisfactory delivery of services and submission of a valid invoice to the City of Dade City. Partial billing will be accepted.

**1.15. COLLUSION**

The proposer, by affixing his/her signature to the bid form agrees to the following: "Proposer certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

**1.16. PUBLIC ENTITY CRIME INFORMATION**

A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a 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 Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Execution and submittal of the Public Entity Crimes Statement shall accompany the Bid Form.

**1.17. DISCRIMINATION CLAUSE**

The proposer shall not discriminate against any person because of race, color, national origin, age, sex or religion. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

**1.18. PUBLIC RECORDS**

To the extent required by law the proposer shall comply with the Florida Public Records laws expressed in Chapter 119, Florida Statutes, specially including to:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost to the City, all public records in possession of the bidder 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 City in a format that is compatible with information technology systems of the City.

**IF THE PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-523-5050, [AGUY@DADECITYFL.COM](mailto:AGUY@DADECITYFL.COM), 38020 MERIDIAN AVENUE, DADE CITY, FLORIDA 33525.**

**1.18. ILLEGAL ALIEN LABOR**

Proposer shall comply with all provisions of the federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not



authorized to work in the United States.

**1.19. CERTIFICATES OF INSURANCE REQUIRED**

Award of a contract shall require general liability insurance in the amount of \$2,000,000 with \$2,000,000 aggregate limit, automobile liability insurance in the amount of \$2,000,000, workers' compensation insurance in the amount of \$1,000,000. Certificates of insurance shall be made payable to the City of Dade City and delivered upon execution of a Cemetery Landscape Management contract.

**1.20. INDEMNIFICATION**

To the maximum extent permitted by Florida law, Proposers shall indemnify and hold harmless the City and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Bid, any Agreement resulting from this Bid, or any of the Contract Documents from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Proposer or anyone employed or utilized by the Proposer in the performance of this Bid, any Agreement resulting from this bid, or any of the Contract Documents.

Proposers obligation to indemnify and hold harmless shall survive the expiration or earlier termination of this Bid, any Agreement resulting from this Bid, or the Contract Documents until it determined by final judgment that an action against the City or an indemnified party for the matter indemnified hereunder is full and finally barred by the applicable statute of limitations.

**1.21. TERMINATION FOR CAUSE OR CONVENIENCE**

The City may terminate the contract resulting from this bid for Convenience or Cause. In either case, all notices of termination shall be hand delivered or sent via U.S. Mail – Certified Mail –

Return Receipt Requested. Upon termination, the Contractor shall promptly deliver to the City all data, drawings, report specifications, summaries and other such information, as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process.

- Termination for Convenience. The City may terminate the contract resulting from this bid at any time for any reason by giving at least thirty (30) days written notice of termination. The City shall pay for all eligible work performed to the date of termination upon receipt of a valid invoice.

- **Termination of Cause.** If the Contractor fails to comply with any of the terms and conditions of the contract resulting from this bid, the City may give notice, in writing, to the Contractor of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, the City may, with no further notice, declare the contract to be terminated. The Contractor will thereafter be entitled to receive payment for those services reasonable performed to the date of termination, less the amount of reasonable damages suffered by the City by reason or the Contractor's failure to comply with the contract.
  - Notwithstanding the above, the Contractor is not relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the contractor and the City may withhold any payments to the Contractor for the purpose of setoff until such time the amount of damages due to the City from the Contractor is determined.

Failure of the Contractor to comply with these provisions shall constitute grounds for the City to immediately terminate the Contract for cause and declare the Contractor to be non-responsible for bidding or proposing on future contract for one year from the date the City notifies the Contractor of such non-compliance.

**1.22. 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 holidays, any employee or officer of the executive of legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.**

**1.23. PROJECTED TIMELINE – (Dates are subject to change)**

Distribution/advertisement of RFP	Sunday, January 15, 2023
Mandatory Pre-Bid Conference	Friday, January 27, 2023 at 5:00 PM
RFP Questions Due	Thursday, February 9, 2023 at 5:00 PM
Oral Presentations (if required by the City)	N/A
RFP Bids Due	Thursday, February 16, 2023 at 2:00 PM

**PART II INFORMATION REQUIRED FROM PROPOSERS**

**2.1. PROPOSAL FORMAT AND CONTENT**

All proposals shall be in **spiral binding, soft covered presentation binder, or stapled in the upper left-hand corner** with all pages 8.5" x 11".

One (1) original and one (1) copy and one (1) digital copy in USB or CD form of the proposal shall be required with the original signed by a company official with the power to bind the company in its proposal, and shall be completely responsive to the RFP for consideration. The original shall be clearly marked as "Original".

Bids and changes thereto shall be enclosed in sealed envelopes addressed to the City of Dade City, Attention: Public Works Department, 38020 Meridian Avenue, Dade City, Florida 33525, or hand delivered.

Proposals shall be sealed and labeled as follows: RFP No. 2302ST

Date and Time of Opening – February 16, 2023 – 2:00 PM

**DOWNTOWN DADE CITY PARKING LOT and AGNES LAMB PARK LIGHTING  
AND ELECTRICAL UPGRADES**

Name and Address of Proposer

All proposers shall provide a straight forward and concise description of their ability to meet the RFP requirements. The City discourages overly lengthy and costly proposals. However, in order for the City to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide all of the information requested in the following order, **each section organized with tabs.**

**2.2. EXPERIENCE AND HISTORY**

Provide a description and history of the firm focusing on experience. State the number of years the company has been in business. Demonstrate the firm's current capacity and current expertise with providing rehabilitation on retention/detention pond services.

Provide at least five (5) references for which comparable services have been provided, including contact names, addresses, telephone numbers, and e-mail addresses.

**2.3. PERSONNEL AND EQUIPMENT**

The respondent must be able to provide sufficient staff to meet the RFP requirements.

Provide a statement in assurance that all personnel are trained, honest, and courteous in support of all services rendered to the City.

Identify dedicated management, administrative support staff, and in-house employees. Provide an organizational chart, resumes and summary of key staff qualifications.

Identify number of full-time hourly employees employed by the business currently. Identify number of part-time hourly employees employed by the business currently.

Explain the type of training that is provided to the employees prior to placing them on the job assignment.

Contractor must furnish all required lawn care equipment and tools to maintain the lawns,

flower beds, and cemetery lawn care at the City location. Lawn care maintenance shall consist of litter pickup, mowing, trimming, weed eating, edging, pruning shrubs, weed control, and cleaning up/off accumulated debris on cemetery occupied spaces/fence lines. Provide a list and description of current equipment and tools that will be used to provide the lawn care maintenance.

Provide a statement as to whether or not the proposer typically hires other individuals or subcontracts with other firms and provide a statement as to what type of situation would dictate this action. Any use of subcontractors must have prior approval by the City.

#### 2.4. **QUALITY ASSURANCE**

Proposers must describe how it verifies that staff adequately performs work for delivery of the service(s) described under this RFP. Also, include who within your company inspects, approves and verifies delivery of service(s) and how corrective actions with staff are implemented.

#### 2.5. **RESPONSIVENESS TO RFP**

Proposers shall provide a narrative statement that illustrates their understanding of the requirements of the project.

Proposals shall include the complete name and address of their firm and the name, mailing address, e-mail address, and telephone number of the person the City should contact regarding the proposal.

Proposers shall confirm that the firm will comply with all of the provisions in this RFP and that the firm is not currently involved in official reorganization or bankruptcy proceedings. Proposals shall be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

Proposers shall provide a sample invoice with their bid.

#### 2.6. **INSURANCE AND LICENSING**

Include in your proposal the following statements:

**A. Municipal license and State registration - The contractor shall be responsible for obtaining and maintaining any licenses required pursuant to the laws of Pasco County, the City of Dade City, or the State of Florida. Proposer must provide a statement with the understanding if the proposer is awarded the contract that they must provide a copy of their Business License/tax receipt within 48 hours after the notification of the intent to award contract. Failure to produce these documents within the allotted time frame will disqualify proposer.**

B. Workers' Compensation – The proposer shall purchase and maintain worker's compensation insurance for all workers' compensation obligation imposed by state law and employers' liability limits of at least \$1,000,000 each accident. Proposer must provide a statement with the understanding if the proposer is awarded the contract that they must provide proof of workers' compensation insurance coverage within 48 hours after the notification of the intent to award contract. **Failure to produce these documents within the allotted time frame will disqualify proposer.** If requested by the City, contractor shall provide to the City an Affidavit stating that it meets all the requirements of Florida Statute 440.02 (15) (d).

o **Workers' Compensation Insurance Coverage:**

\$1,000,000	Limit Each Accident
\$1,000,000	Limit Disease Aggregate
\$1,000,000	Limit Disease Each Employee

C. Commercial General Liability – The proposer shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall not be less than \$2,000,000, per occurrence, with a \$2,000,000 aggregate. Proposer must provide statement with the understanding if the proposer is awarded the contract that they must provide proof of commercial general liability insurance within 48 hours after the notification of the intent to award contract. **Failure to produce these documents within the allotted time from will disqualify proposer.**

o **Commercial General Liability**

Bodily Injury, Property Damage & Personal Injury Liability	\$2,000,000 Combined Single Limit Each Occurrence, and \$2,000,000 Aggregate Limit
--	--

D. Business Automobile Liability – The proposer shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$2,000,000, per occurrence, Combined Single Limits (CSL) or its equivalent. Proposer must provide statement with the understanding if the proposer is awarded the contract that they must provide proof of automobile liability insurance within 48 hours after the notification of the intent to award contract. **Failure to produce these documents within the allotted time frame will disqualify proposer.**

o **Business Automobile Liability Coverage**

Bodily Injury & Property Damage	\$2,000,000 Combined Single Limit Each Occurrence
---------------------------------	---

**2.7. REQUIRED FORMS**

The following forms must be included in your proposal:

- o Signed and completed Bid Form
- o Signed and completed Drug-Free Work Place Affidavit
- o Signed and completed Scrutinized Companies Affidavit
- o Signed and completed Public Contracting Affidavit

### **PART III CRITERIA FOR SELECTION**

The proposals shall be selected using the following criteria. The City reserves the right to request an interview with the proposer.

1. Price (40 points)
2. Experience and History of Firm (20 points)
3. Personnel and Equipment (25 points)
4. Quality Assurance (10 points)
5. Responsiveness to RFP (5 points)

Proposals shall be reviewed by a selection committee using the above criteria. The scores for each proposer will be tallied by each selection committee member who will then submit their rank ordered recommendations from highest to lowest score as 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, etc. The firm with the most first place standings will be considered as the most qualified. In the event that two firms tie, the firm with the highest total score will prevail.

DUNS Number \_\_\_\_\_

UEI Number \_\_\_\_\_

Florida State License Number \_\_\_\_\_

Federal Employer Identification Number \_\_\_\_\_

Bidder acknowledges receipt of the following Addendum:

No # \_\_\_\_\_ dated \_\_\_\_\_, 2020.

No # \_\_\_\_\_ dated \_\_\_\_\_, 2020.

No # \_\_\_\_\_ dated \_\_\_\_\_, 2020.

**The following checklist is provided as a courtesy and may not be inclusive of all items required within this request for proposal.**

One original, one copy & digital copy of RFP	YES	NO
List of References	YES	NO
Sample Invoice	YES	NO
Statement of Proof liability insurance	YES	NO
Statement of Proof of worker's compensation insurance	YES	NO
Statement of Proof of automobile insurance	YES	NO
Statement of Municipal license & State Registration	YES	NO
Drug-Free Work Place Affidavit	YES	NO
Scrutinized Companies Affidavit	YES	NO
Public Contract Affidavit	YES	NO

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED  
REPRESENTATIVE

=====

***This form must be completed and returned with your proposal***

## Drug Free Work Place Certification

AFFIDAVIT ON DRUG FREE WORK PLACE. THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the City of Dade City by \_\_\_\_\_ (print individual's name and title) for  
whose Federal Employer Identification Number (FEIN) is \_\_\_\_\_.

I understand that no person or entity shall be awarded or receive a City of Dade City contract for public improvements, procurement of goods or services (including professional services), or a City lease, franchise, concession or management agreement, or shall receive a grant of City monies unless such person or entity has submitted a written certification to the City that it will provide a drug free work place by:

- (1) providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined by §893.02(4), *Florida Statutes*, as the same may be amended from time to time, in the person's or entity's work place is prohibited specifying the actions that will be taken against employees for violation of such prohibition. Such written statement shall inform employees about:
  - (i) the dangers of drug abuse in the work place;
  - (ii) the person's or entity's policy of maintaining a drug free environment at all its workplaces, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant;
  - (iii) any available drug counseling, rehabilitation, and employee assistance programs; and
  - (iv) the penalties that may be imposed upon employees for drug abuse violations.
- (2) Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advice as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post in a prominent place at all of its work places a written statement of its policy containing the foregoing elements (i) through (iv).
- (3) Notifying the employee in the statement required by subsection (1) that as a condition of employment the employee will:
  - (i) abide by the terms of the statement; and
  - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such a conviction.
- (4) Notifying the City within ten (10) days after receiving notice under subsection (3) from an employee or otherwise receiving actual notice of such conviction.
- (5) Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- (6) Making a good faith effort to continue to maintain a drug free work place through implementation of sections (1) through (5) stated above.



I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF DADE CITY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CITY DETERMINES THAT:

- (1) Such person or entity has made false certification.
- (2) Such person or entity violates such certification by failing to carry out the requirements of sections (1), (2), (3), (4), (5), or (6); or
- (3) Such a number of employees of such person or entity have been convicted of violations occurring in the work place as to indicate that such person or entity has failed to make a good faith effort to provide a drug free work place.

\_\_\_\_\_  
**Signature**

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

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by

\_\_\_\_\_

who appeared before me in person \_\_\_\_ (check this line if appropriate) or by online notarization \_\_\_\_ (check this line if appropriate) and is personally known to me \_\_\_\_ (check this line if appropriate) OR produced the following type of identification to prove identity:

\_\_\_\_\_

\_\_\_\_\_  
[Print, type, or stamp commissioned name of Notary Public]

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

**SWORN STATEMENT ON PUBLIC ENTITY CRIMES**

**SECTION 287.133(3)(a), FLORIDA STATUTES**

**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 the City of Dade City

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 the United States, 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 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 of 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:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a Team 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)€ , Florida Statures, means any natural person or entity organized under the laws of any state or of that 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 the management of an entity.

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **[Indicated 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 the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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.

\_\_\_\_\_ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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. **[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 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.**

\_\_\_\_\_  
Signature of Entity Submitting Sworn Statement

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

\_\_\_\_\_ or produced identification \_\_\_\_\_ Notary Public – State of

\_\_\_\_\_ My commission expires

\_\_\_\_\_  
(type of identification)

\_\_\_\_\_  
(Printed, typed or stamped commissioned name notary public)

NON-COLLUSION AFFIDAVIT

State of \_\_\_\_\_

Bid # \_\_\_\_\_

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

I state that I am \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of my firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- 1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- 2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder and they will not be discussed before bid opening.
- 3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- 4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- 5) \_\_\_\_\_ its affiliates, subsidiaries, officers directors (Name of Firm) and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that \_\_\_\_\_(Name of Firm) understands and acknowledges that the above representations are material and important and will be relied on by \_\_\_\_\_(Name of Public Entity) in awarding the contract(s) for which this bid is submitted. I understand that my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from \_\_\_\_\_(Name of Public Entity) of the true facts relating to the submission for this contract.

\_\_\_\_\_ (Name and Company Position)

SWORN TO AND SUBSCRIBED BEFORE ME  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

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