

**NOTICE TO BIDDERS  
FUEL, OIL AND LUBRICANTS**

Notice is hereby given that the Board of County Commissioners of Santa Rosa County, Florida, will receive sealed bids for fuel, oil, and lubricants.

All bids must be in writing and delivered by hand, Fed Ex, or mail to the Santa Rosa County Procurement Department, 6495 Caroline Street, Suite G, Milton, Florida, 32570; and must be received by 10:00 a.m., March 4, 2008, at which time bids will be opened and read aloud. Bids received after the time set for the bid opening will be rejected and returned unopened to the bidder. All interested parties are invited to attend.

Specifications and bid form may be secured from the Santa Rosa County Website ([www.santarosa.fl.gov/bids](http://www.santarosa.fl.gov/bids)) or at the Santa Rosa County Procurement Department at the above address. Telephone (850) 983-1833.

The Board of County Commissioners reserves the right to waive irregularities in bids, to reject any or all bids with or without cause, and to award the bid that it determines to be in the best interest of Santa Rosa County.

Santa Rosa County does not discriminate on the basis of race, color, national origin, sex, religion, age, or handicapped status in employment or provision of service.

By order of the Board of County Commissioners of Santa Rosa County, Florida.

**LEGAL NOTICE**

One issue – February 2, 2008- Press Gazette, February 7, 2008 - Navarre Press

Bill and proof to Santa Rosa County Procurement Department, 6495 Caroline Street, Suite G, Milton, Florida, 32570, Attn.: Orrin L. Smith.

February 2, 2008

**MEMORANDUM**

TO: Company Addressed  
FROM: Santa Rosa County Procurement Department  
SUBJECT: Fuel, Oil, and Lubricants

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Specifications and bid form may be secured from the Santa Rosa County Website ([www.santarosa.fl.gov/bids](http://www.santarosa.fl.gov/bids)) or at the Santa Rosa County Procurement Department at the above address. Telephone (850) 983-1833.

Each bid shall be submitted on the bid form provided. Bids are to be sealed and plainly labeled "**BID – FUEL, OIL, AND LUBRICANTS.**"

Questions about this request should be directed to Tom Collins at (850) 626-0191 ext 111.

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**MINIMUM SPECIFICATIONS  
FUEL, OIL AND LUBRICANTS**

**INTENT:**

Santa Rosa County intends to contract with a qualified vendor for the purchase and delivery of unleaded gasoline, Un-dyed #2 Ultra Low Sulfur Diesel, bio-diesel, oils and lubricants. The contract period shall be for a period of twelve (12) months with extensions allowed for successive like periods of time by mutual consent.

**PRICING:**

Fuel Prices shall be based on the daily average price for each product for all companies at the Pensacola Terminal (regardless which terminal is actually used) as reported by the Oil Price Information Service (OPIS) plus a firm mark up or discount. The firm mark up or discount includes the vendor's profit, delivery cost and any other cost the vendor wishes to include. The firm mark up or discount shall not change during the term of the contract. The petroleum inspection fee, Florida and local option road use taxes, and all applicable taxes shall be listed and added at the time of invoicing. No other charges shall be added.

Fuel taxes shall be excluded from all calculations. All transportation and complete delivery charges shall be included in the price bid.

**EVALUATION/AWARD:**

Evaluation of fuel bids shall be based on the firm mark up or discount to the Pensacola OPIS daily average quoted in the bid section. Discounts to the OPIS daily price shall be considered as a negative add-on.

**VENDOR QUALIFICATIONS:**

The primary benefit to the County in contracting for the purchase of motor fuels is to be assured of delivery throughout the contract period at fair market price. Therefore, vendor qualification is paramount and the County reserves the right to require post bid documentation to the degree felt necessary in order to determine the ability of the bidder to meet all contractual demands. This includes, but is not limited to requiring that a "middleman" or Jobber submitting a proposal to furnish a letter of agreement from his supplier acknowledging with approval, the estimated volumes to be furnished during the contract period.

Vendors shall furnish a complete specification sheet for each type of fuel bid.

**ESTIMATED QUANTITIES & DELIVERY METHODS:**

Annual purchase quantities are not guaranteed, but are **ESTIMATED** from past usage. The County's following purchase quantities are approximated to better enable bidders to determine a competitive bid price for the period of contract.

Unleaded Regular Gasoline	250,000 Gallons
Un-dyed #2 Ultra Low-Sulphur Diesel	300,000 Gallons
B20 Bio-Diesel	50,000 Gallons
OR	
B99 Bio Diesel	10,000 Gallons

NOTE: Bio-Diesel quantity may increase which may result in a like decrease of Un-dyed #2 Ultra Low-Sulfur Diesel.

The contractor shall afford the County the status of “Best Customer” for the duration of this contract and shall ensure delivery to be as ordered by a County representative, all deliveries shall be made in the presence of a designated representative of the County between the hours of 7:00 a.m. and 4:00 p.m., Monday through Thursday, excluding holidays, and within two (2) working days after order has been placed or within (24) hours in the event of a “Bonafide Emergency” (purchase order number will be given by telephone). A meter must be used to record the quantity of fuel loaded with a copy of the delivery ticket showing beginning and ending meter readings furnished at the time delivery is made, plus temperature adjustments.

**REGULAR UNLEADED GASOLINE:**

The gasoline supplied under the terms of this bid must meet the following minimum specifications.

1. The gasoline shall be volatile hydrocarbon fuel free from water, suspended matter and suitable for use as fuel in internal combustion engines.
2. Anti-knock index shall be 87 (RON + MON /2) or better.
3. Maximum allowable lead 0.05 gram per gallon, per A.S.T.M. specification D439, complying with State of Florida gasoline inspection laws.
4. Deliveries will be made in both transport truck (7,000 – 8,000 gallons) and tank wagon (250 – 2,000 gallons) quantities.

The gasoline supplied under the terms of this bid shall meet all requirements of the Florida Department of Agriculture’s Specifications pertaining to REGULAR UNLEADED GASOLINE.

Regular unleaded gasoline purchased will be subject to periodic testing and gasoline found not meeting the minimum specifications above is to be picked up by and at the supplier’s expense and the contract made with such supplier as a result of this bid will be subject to cancellation at the discretion of the County. Supplier shall pay for any test where fuel does not meet the specification.

**DIESEL FUEL:**

The diesel fuel supplied under the terms of this bid must meet the following minimum specifications:

1. The diesel fuel shall be volatile fuel, Ultra low Sulphur, free from water, suspended matter and suitable for use as a fuel in internal combustion engines.
2. Must meet all requirements for number 2 un-dyed diesel fuel.
3. Sulphur content shall not exceed 0.005% by weight.
4. The Cetane number shall be 40 or better.
5. Deliveries will be made in both transport truck (7,000 – 8,000 gallons) and tank wagon (250 – 2,000 gallons) quantities.

Diesel fuel so purchased will be subject to periodic testing and diesel found not meeting the minimum specifications above is to be picked up by and at the supplier's expense and the contract made with such supplier as a result of this bid will be subject to cancellation at the discretion of the County. Supplier shall pay for any test where fuel does not meet these specifications.

**BIO-DIESEL:**

The Bio-diesel fuel supplied under the terms of this bid must meet the following minimum specifications:

1. The bio-diesel fuel shall conform to ASTM D6751-03.
2. The Bio-diesel shall be free from water droplets and sediment particles and suitable for use as a fuel in internal combustion engines.
3. The Cetane number shall be a minimum of 47.
4. Deliveries will be made in both transport truck (7,000 – 8,000 gallons) and tank wagon (250 – 2,000 gallons) quantities.

Bio-Diesel fuel so purchased will be subject to periodic testing and diesel found not meeting the minimum specifications above is to be picked up by and at the supplier's expense and the contract made with such supplier as a result of this bid will be subject to cancellation at the discretion of the County. Supplier shall pay for any test where fuel does not meet these specifications.

**ADDITIVES:**

DIESEL – All petroleum diesels including blended Bio-Diesel shall have Stanadyne Lubricity formula (or equivalent) fuel conditioner added to enhance the detergent action and improve the lubricity of the fuel. Concentration shall be as recommended by the manufacturer for maximum effect. Additive is required to be mixed at the time of loading fuel on the delivery truck, price will be included in the firm mark up or discount price.

**ADDITIONAL INFORMATION / CLARAFICATION:**

**Only premium products will be acceptable.** No re-refined oils will be authorized for use. All products must meet the specifications listed for each item or the most current specifications accepted in the industry for each item.

Each offeror shall submit descriptive literature and **complete specifications** covering the products offered, products similar in design and equal in function and performance may be considered under “EXCEPTIONS TO BID”. Samples of any product or demonstrations shall be furnished upon request for a quality test or comparison without cost to the county. The county reserves the right to accept or reject any products.

Santa Rosa County may ask that additional products be added during the term of the contract. The prices negotiated and quoted on those products are to be added to the contract and run the same terms as the original contract.

Bidders may submit unit prices for each product in all available sizes, pint, quart, gallon, pail (5 gallon bucket), keg (16 gallon drum), barrel (55 gallon drum) and tube (14-16 ounce for grease guns). The container sizes not called out in this contract may be required during the term of the contract. Pricing on the bid form will include all costs (including taxes) associated with the product being delivered to Santa Rosa County.

1. Motor oil, Multi-Service:

Shall meet or exceed API engine service classifications for crankcase oil (as applicable) CF, CF-2, CI-4, SJ, SL, SM and CJH. Shall meet or exceed MILSPEC: MIL-L-2104E, Shall meet or exceed industrial specifications (as applicable) Caterpillar CD/To-2 and TO-4 and GMC Allison C-3 and C-4, May be SAE low, 30,40, 50 and /or 15w40 viscosity grades.

**Approved MULTI-GRADE Products:**

Citiguard 700/700 Plus

Delo 400LE

Shell Rotella T

Union 76 Guardol ECT

**Approved MONO-GRADE Products:**

Citiguard600

Mobil Delvac 1600 SSeries

Union 76 Guardol ECT

2. Motor oil, Non-Detergent 30wt:  
Shall meet or exceed API service classifications SA and / or SB.  
**Approved Products:**  
Kendal SAE motor oil
  
3. Motor oil, High performance/Detergent:  
Shall meet or exceed API engine service classifications for crankcase oil (as applicable) CF2,CF4, CI4, SJ, SL, SM and CJ-4, may be SAE 30wt,5w20, 5w30, 10w40, and/or 20w50 viscosity grades.  
**Approved Products:**  
Chevron Supreme  
Citgo Superguard  
Mobil Clean Oils  
Union 76 Super  
Union 76 Super Synthetic Blend  
Texaco Havoline Oil
  
3. Hydraulic Oil, AW Universal:  
Shall meet or exceed industrial specifications Abex Denison HF-0, HF-1 and HF-2; Cincinnati Milacron P-68, P-69 and P70; and Vickers M29508 and 1-286-S. Shall meet or exceed MILSPEC MIL-H46001C. Shall be an ISO grade 46 or 68 (as applicable). Shall have a natural viscosity index of at least 95. Shall be formulated to include oxidation and rust inhibitors, anti-wear agents, and foam resistant additives and pour depressant.  
**Approved Products:**  
Chevron Hydraulic Oils AW  
Citgo AW Hydraulic Oils  
Mobile Hydraulic AW Series  
Union 76 AW
  
4. Hydraulic Oil, High Dielectric:  
Shall be a special high dielectric (insulating) fluid designed specifically for use in mobile hydraulic systems on aerial lift bucket trucks and fire fighting lift buckets trucks. Shall meet or exceed general performance requirements of major pump manufacturers in piston, vane and gear pumps. Shall have a minimum dielectric strength (ASTM D-977) of 30 KV, Shall have a viscosity index of at least 150. Shall be formulated to include oxidation and rust inhibitors, anti-wear agents, foam resistant additives and pour depressant.  
**Approved Products:**  
OP Hydraulic Fluid  
Kendal Hylen Golden MV Hydraulic  
Shell Tellus T oils  
Texaco Rando HD Z-32  
Union 76, Unax AW-WR (ISO 22 only)

5. Hydraulic oil, Tractor Hydraulic Fluid:  
 Shall meet or exceed the following equipment manufacturer's specifications, Allis Chalmers PF821; Case JIC-143 TFD, JIC-144 TCH, JIC-185 Hi Vis; John Deere J20A; Ford M2C53A, M2C134C; and Massey Ferguson M1027, Shall have a minimum natural viscosity index of 130. Shall be formulated to include oxidation and rust inhibitors, anti-wear agents, foam resistant additives, and pour depressant.  
**Approved Products:**  
 Chevron 1000THF  
 Citgo Transguard Tractor Hydraulic  
 Union 76 Tractor Hydraulic Fluid
  
6. Hydraulic oil, Bio-degradable:  
 Shall be an equal to brand MOBIL EAL224.H  
**Approved Products:**  
 Mobil EAL 224 H  
 Bio Ultramax Hydraulic Fluid
  
7. Heat Transfer Oil:  
 For use in closed heat transfer system such as asphalt trucks. Shall meet or exceed ASTM D-445 with temperature range of -7 degrees C to 285 degrees C. Shall be equal to brand Mobiltherm 603 Heat Transfer Oil.  
**Approved Products:**  
 Chevron Heat Transfer Oil  
 Mobiltherm 603  
 Shell Thermia C Oil
  
8. Gear Lubricant, Universal:  
 Shall meet or exceed API service classifications GL4 and GL5, Shall meet or exceed MILSPEC MIL-L-2105C & D. Shall meet or exceed equipment specification Mac GO-G. Shall meet lubricant requirements of limited slip differentials for partial fill basis. Shall be SAE grade 80w90 or 85w140. Shall be formulated to include oxidation and rust inhibitors, anti-wear agents, foam resistant additives, and pour depressant.  
**Approved Products:**  
 Chevron RPM Universal Gear Lubricant  
 Citgo Premium Gear Oil  
 Mobilube HD Plus 80w90 and 85w140  
 Union 76 MP Gear Lube
  
9. Automatic Transmission Fluid:  
 Shall meet or exceed the requirements of U.S. and import car, van and truck automatic transmissions and other types of service requiring an approved and licensed GM DEXRON III and Ford Mercon automatic transmission fluid.

**Approved Products:**

Chevron Automatic Transmission Fluid  
Citgo Transguard ATF  
Mobil Multi Purpose ATF  
Union 76 Super ATF

10. Antifreeze/Summer Coolant:

Shall meet or exceed SAE Standard J1034 and J1941. Shall meet or exceed ASTM D4985 specifications for Ethylene Glycol Base Engine Coolant. Shall meet or exceed equipment specification Cummins 85T8-2 and 90T8-4. Shall meet or exceed the Maintenance Council of the American Trucking Association RP-302.

**Approved Products:**

Shellzone  
Texaco Anti-freeze Coolant

11. Anti-freeze/Summer Coolant, Extended Life 50/50 mix:

Shall meet equipment specifications CAT EC-1, Detroit Diesel 7SE-298, Cummins Service Bulletin 366286. Shall meet or exceed the Maintenance Council of the American Trucking Association RP-329. Shall meet or exceed ASTM 4985. Shall be compatible to mix with other similar brands of extended life coolants.

**Approved Products:**

Delo Extended Life Coolant System  
Shell Rotella ELC

12. Anti-freeze/Summer Coolant, Extended Life- Concentrate- Shell Rotella ELC:

Shall meet equipment specifications CAT EC-1, Detroit Diesel 7SE-298, Cummins Service Bulletin 366286. Shall meet or exceed the Maintenance Council of the American Trucking Association RP-329. Shall meet or exceed ASTM 4985. Shall be compatible to mix with other similar brands of extended life coolants.

**Approved Products:**

Shell Rotella ELC

13. Brake Fluid:

Shall be suitable for use in both disc and drum brake systems, DOT 3, testing specifications, compatible with all other manufacturers DOTcompliant brake fluid, as well as being registered and approved in all States with such requirements.

**Approved Products:**

Pride  
Autoguard IID Dot 3

14. Synthetic Transmission Lubricant:  
For use in Mack truck transmissions. Shall meet or exceed equipment specification Mack TO-A PLUS. Shall meet manufacturers specifications Meritor 0-81 and Spicer MS-961-T. Shall be equal to brand Mobiltrans SHC 50 SAE 50.  
**Approved Products:**  
Citgo Synthetic Gear Lube SAE 50  
Mobil SHC 50  
Union 76 Triton Synthetic Gear Lube CD-5  
Texaco Syn-Star TL50
15. Hydraulic oil/Transmission Fluid:  
For use in transmissions and hydraulic systems. Shall meet or exceed equipment specification John Deere JD Q95 and Ford ESNM2C41-B. Shall meet or exceed API service classifications API-GL4. Shall be equal to brand Mobil 424 High Performance Hydraulic/Transmission Fluid.  
**Approved Products:**  
Mobil Fluid 424
16. Synthetic Grease Lubricant:  
For use in Elgin Sweepers. Shall be a lithium complex grease NGLI-00. Shall be equal to brand Mobilith SHC 007.  
**Approved Products:**  
Mobilith SHC 007
17. Chasis Lubricant, High Performance, Extreme Pressure, NGLI Grade 2:  
Shall meet or exceed specifications ASTM D4950. Shall be a NGLI-GC-LB lubricant. Shall contain rust and oxidation inhibitors and be water resistant. Shall meet or exceed manufacturers general requirements for lubrication of high speed wheel bearings, universal joints, chassis grease points, 5<sup>th</sup> wheels, and trailer landing gears.  
**Approved Products:**  
Chevron Delo Greases  
Kendal SHP  
Union 76 Multiplex Red Grease
18. Lubricant Grease, NGLI Grade 2:  
Shall be a lithium complex NGLI grade 2 grease with not more than 75% mineral oil content and not less than 5% Moly. Shall be equal to brand Mobilgrease Moly 52.  
**Approved Products:**  
Chevron Moly Max #2  
Mobilgrease Moly 52  
Shell Retinax SDX2  
76 Mega Plex XDS

19. Power Steering Fluid:  
Shall be a petroleum hydrocarbon product. ACGIH, TLV (ppm) 5; OSHA, PELS (ppm) 5; NIOSH, TWA (ppm) 5; Grade B150; and Viscosity: 29.5 cst @ 40c.  
**Approved Products:**  
Pride  
Texaco Havoline Power Steering Fluid

**BID FORM  
FUEL, OIL AND LUBRICANTS**

The undersigned agrees to furnish the products as requested by you for Santa Rosa County in your invitation to bid, and certifies that the products meet or exceeds the specifications called for, except as set out in "EXCEPTIONS TO BID CONDITIONS" and attached to this form. The undersigned has read all information pertaining to this bid and has resolved all questions. It is also understood and agreed that all prices are F.O.B. various locations described in the specifications. The following list of Oils and Lubricants shall be subject to negotiation throughout the contract period; however the prices in this agreement shall be as low as or lower than those charged the suppliers most favored customer, furthermore any increase shall be accompanied with written justification attesting to the Bonafide cost increase to the vendor.

Include Pollution Taxes on Oil and Lubricants.

1. Hydraulic Tractor Fluid  
  
Delivered in 5 gallon container \$ \_\_\_\_\_ per gal.  
Delivered in 55 gallon container \$ \_\_\_\_\_ per gal.
  
2. SAE – 30 Motor Oil \$ \_\_\_\_\_ per qt.
  
3. SAE – 5 W 30 Motor Oil \$ \_\_\_\_\_ per qt.
  
4. Automatic Transmission Fluid  
  
ATF Dexron III \$ \_\_\_\_\_ per qt.  
ATF Mercon \$ \_\_\_\_\_ per qt.  
ATF Mercon V \$ \_\_\_\_\_ per qt.
  
5. SAE – 10 W 30  
  
Delivered in 1 quart container \$ \_\_\_\_\_ per qt.  
Delivered in 5 gallon container \$ \_\_\_\_\_ per gal.
  
6. SAE – 15 W 40  
  
Delivered in 1 quart container \$ \_\_\_\_\_ per qt.  
Delivered in 5 gallon container \$ \_\_\_\_\_ per gal.
  
7. SAE – 5 W 20 \$ \_\_\_\_\_ per qt.

\_\_\_\_\_  
COMPANY NAME

**BID FORM  
FUEL, OIL AND LUBRICANTS**

- |     |  |                 |
|-----|--|-----------------|
| 8.  | Fully Synthetic 15 W 40  | \$_____per gal. |
| 9.  | Gear Lube – SAE – 85 W 140   | \$_____per gal. |
| 10. | Synlube EP SAE 80 W 140  | \$_____per gal. |
| 11. | AW – 32  | \$_____per gal. |
| 12. | SAE – 50   | \$_____per gal. |
| 13. | SAE – 20/20 W  | \$_____per gal. |
| 14. | SAE – 20W-50 HP Motor Oil  | \$_____per qt.  |
| 15. | T5X – Heavy Duty 10 W  | \$_____per gal. |
| 16. | Synlube CD – 50  | \$_____per gal. |
| 17. | HT/4 Fluid SAE 30  | \$_____per gal. |
| 18. | AW 46  | \$_____per gal. |
| 19. | Gear Lube SAE 80 W 90  | \$_____per gal. |
| 20. | Extended Life Anti-freeze  | \$_____per gal. |
| 21. | Green Anti-freeze  | \$_____per gal. |
| 22. | Megaplex XD 3 #2 – Grease 14 oz. Tube  | \$_____per tb.  |
| 23. | Redtac #2 Premium HD EP Lithium Grease 14 oz. Tube   | \$_____per tb.  |
| 24. | Chain Saw Bar Oil  | \$_____per gal. |
| 25. | Gasoline – Unleaded Minimum 87 Octane (Approx. 250,000 gallons)<br>Quantity of deliveries will range from 250 gallons to 8000 gallons.<br>Provide wholesale price for March 3, 2008. <u>Do not</u> include State, Local and Pollution taxes. |                 |
|     | Gasoline   | \$_____         |
|     | Dealers Commission   | \$_____         |
|     | Total for Unleaded Gas (not including taxes)   | \$_____per gal. |

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COMPANY NAME

(2)

**BID FORM  
FUEL, OIL AND LUBRICANTS**

26. Diesel – Ultra low–Sulphur, # 2un-dyed, with a minimum Cetane number of 40 or higher. Stanadyne diesel fuel additive added at the concentration recommended by the manufacturer for maximum effect. Additive is required to be mixed at the time of loading fuel on the delivery truck. (Approx. 300,000 gallons) Quantity of deliveries will range from 250 gallons to 8000 gallons.

Provide wholesale price for March 3, 2008. Do not include State, Local and Pollution taxes.

Diesel Ultra Low Sulphur un-dyed with Additive \$ \_\_\_\_\_ per gal.  
Dealers Commission \$ \_\_\_\_\_ per gal.  
**Total for Diesel (not including taxes) \$ \_\_\_\_\_ per gal.**

27. Bio-Diesel – All Bio-Diesel Fuel shall conform to ASTM D6751-03 and have a minimum Cetane number of 47. If Bio-Diesel is delivered as blend, the diesel blend fuel shall be Ultra low–Sulphur, # 2un-dyed and have a minimum Cetane number of 40 or higher. (Approx. 50,000 gallons) Quantity of deliveries will range from 250 gallons to 8000 gallons.

Provide wholesale price for March 3, 2008. Do not include State, Local and Pollution taxes.

B99 \$ \_\_\_\_\_ per gal.  
Dealers Commission \$ \_\_\_\_\_ per gal.  
**Total for B99 (not including taxes) \$ \_\_\_\_\_ per gal.**

B20 \$ \_\_\_\_\_ per gal.  
Dealers Commission \$ \_\_\_\_\_ per gal.  
**Total for B20 (not including taxes) \$ \_\_\_\_\_ per gal.**

Name of wholesale supplier of Gas, Diesel and Bio-Diesel  
Fuel: \_\_\_\_\_

\_\_\_\_\_.

The wholesale prices of the gas, diesel and Bio-diesel fuel SHALL be certified by the wholesale supplier. The price will fluctuate up or down, whichever the case may be.

\_\_\_\_\_  
COMPANY NAME

**BID FORM  
FUEL, OIL AND LUBRICANTS**

Delivery location shall be in Santa Rosa County at the following locations:

1. Santa Rosa County Public Works Maintenance Yard: 6075 Old Bagdad Highway  
Milton, Florida 32583
2. Road & Bridge Maintenance Yard in Chumuckla 10047 Chumuckla Highway  
Jay, Florida 32565
3. Road & Bridge Maintenance Yard in Holley/Navarre 8369 Avery Olson Road  
Navarre Beach, Florida 32566
4. Navarre Beach Maintenance Yard 1411 Utility Drive  
Navarre Beach, Florida 32566

\_\_\_\_\_  
NAME OF COMPANY

\_\_\_\_\_  
COMPANY REPRESENTATIVE

\_\_\_\_\_  
MAILING ADDRESS

\_\_\_\_\_  
TELEPHONE

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 to \_\_\_\_\_  
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 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.

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 public entity crime.

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 legal power to enter into a binding contract and which bids or appeals to bid on contracts for the provision of goods and 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. (Indicate which statement applies.)  
\_\_\_\_ Neither the entity submitting this sworn statement, nor one or more of the 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.  
\_\_\_\_ 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 Officers 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 (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.

\_\_\_\_ (Signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

Personally known \_\_\_\_\_

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

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

(Type of identification)

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