



INVITATION TO BID
ITB-013-2015

Sealed bids will be accepted by the City of Lake City, Florida until **Thursday, April 16, 2015 at 11 AM** local time in the Procurement Department located on the 2nd floor of City Hall, 205 N Marion Avenue, Lake City, Florida 32055. Any bids received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder. Bids will not be accepted via fax. Bid opening will be promptly at **11:15 AM** in the City Council Chambers located on the 2nd floor of City Hall, at which time all bids will be publicly opened and read aloud for:

COLLECTION, TRANSPORTATION & DISPOSAL OF WASTEWATER SLUDGE

All bid proposals which are submitted through delivery services such as Federal Express, UPS, or United States Postal Service Express Mail, must be marked on the OUTSIDE of the delivery package with the company or Bidder's name, address, phone number, bid number (ITB-013-2015), bid title (Collection, Transportation & Disposal of Wastewater Sludge) the date and time (April 16, 2015 @ 11 AM). The bid proposal must be in a sealed envelope INSIDE the delivery package with the same information as listed above. All bid proposals which are hand delivered or delivered through regular mail by the United States Postal Service must have all the same information as listed above on the OUTSIDE of the sealed envelope. Failure to comply may be reason to reject the bid.

One (1) original plus one (1) copy of your bid must be sealed and plainly marked on the outside of the envelope with the bid number, the bid name and opening date. Bids must be addressed to the following:

City of Lake City
Procurement Department
205 N Marion Avenue
Lake City, Florida 32055

Bids must be completed in English language, signed with ink, in spaces provided on the enclosed bid forms and submitted in duplicate or bid will be subject to rejection.

Any deviation from the specifications must be explained in detail on sheets attached to the bid form and labeled "Clarifications and Exceptions," and each deviation must be itemized by number and must specifically refer to the applicable specification paragraph and page. Otherwise it will be considered that items offered are in strict compliance with these specifications and the successful Bidder will be held responsible for meeting the specification.

All questions must be in writing and directed to the Director of Procurement. All questions will be answered in writing. Any answers which may alter the scope of work will be answered in the form of addenda. Any and all Addenda must be signed and returned with the original response to be considered responsive. Deadline for receiving questions is **Thursday, April 9, 2015 at 4:00 P.M.** Questions received after this date and time will not be considered. Questions may be submitted via e-mail to procurement@lcfla.com or by mail to City of Lake City,

Procurement Department, 205 N. Marion Avenue, Lake City, FL 32055.

Bidder may not withdraw his/her bid for a period of sixty (60) days.

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

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

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

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

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

- A. The bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of materials, supplies or equipment described in the Invitation to Bid.
- B. The contents of the bid have not been communicated by the Bidder, his/her employees or agents, to his/her best knowledge and belief, to any person not an employee or agent of the Bidder or his surety in any bond furnished herewith and will not be communicated to any such person prior to the official opening of the bids.

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

CITY OF LAKE CITY, FLORIDA

Wendell Johnson, City Manager

MINIMUM SPECIFICATIONS & CONDITIONS

General Requirements:

The following requirements are for the transport and disposal of Residual Wastewater Sludge, also referred to as ‘Biosolids’ generated by City of Lake City St Margaret’s Wastewater Facilities. The Contractor shall be responsible for providing any and all labor, equipment, transportation and supplies necessary to transport and dispose of Class B wastewater residuals from the Wastewater Treatment Facility as listed herein on an as needed basis as determined by the Wastewater Division Staff. The Contractor must meet all applicable Florida Department of Environmental Protection (FDEP), and Environmental Protection Agency (EPA) rules and regulations regarding the transport and disposal of Class B wastewater residuals.

The Contractor must meet the City requirements set forth herein regarding scheduling, removal rates, liability, equipment, chain of custodies, abnormal events, disposal site(s), and personnel certification and abnormal events. The Contractor shall also meet all attached requirements contained within the FDEP Operational Permit

Facility & Residual Information:

Residuals are produced by the following Wastewater Treatment Facility:

FACILITY	FDEP PERMIT #	ADDRESS
St Margaret WWTF	FL113956	527 S.W. St. Margaret Street, Lake City, Florida 32025

Wastewater Residuals produced by the above referenced facility are classified as Class “B”. The facilities shall achieve Class “B” pathogen reduction as required in 400CFR 5032(b)(2), 400CFR 503.32(b)(3) and Florida Administrative Code, (FAC) 640.600 (1)(b). Vector Attraction shall be met by meeting 40CFR 503.33(b)(10) and FAC 62-640.600(2)(a), which calls for the incorporation of residuals applied to or placed on the land surface within specified time periods after application of placement on the land surface.

As an Alternative for disposal the sludge can be disposed of in an EPA, FDEP or other State Environmental Regulatory Agency approved lined landfill.

If the Biosolids (sludge) is disposed of in an approved landfill it must meet the following requirements - 62-640.100 Scope, Intent, Purpose, and Applicability (6) Other Applicable Rules. (b) Disposal of Biosolids, septage, and other solids in a solid waste landfill shall be in accordance with Chapter 62-701, F.A.C.

Points of Contact:

Each of the sites shall have qualified operators on duty during regular hours of operation. The Contractor shall coordinate with these operators prior to pick up of sludge. The following individuals are the points of contact at the respective locations.

- Fritz Grady, Chief Operator (386) 758-5455 / (352) 215-1229 St Margaret WWTF
- Dale Pauline, Lead (Advanced) Operator (386) 758-5455 / (850) 390-3786 St Margaret WWTF
- Hugh Van-Skyhawk, Wastewater Director – (386)758-5452/ (386) 438-3456 St Margaret WWTF

Collection & Transportation:

The Contractor shall collect wastewater sludge from the facility as listed above on an as needed basis. The Chief and/or Lead Operators from the St Margaret WWTF Division will normally be the ones to contact the Contractor and coordinate placement of trailers, collection of sludge, and removal of trailers. The sludge collection from St Margaret WWTF is dewatered sludge via the Belt Press. Once processed, the sludge will then be collected and transported for proper disposal or land application of the sludge. If the Belt Press is not online or properly working or if there are any conditions that change the production of an acceptable Biosolids as defined above due to operational or other mechanical issue, the Contractor will be notified for a change of schedule.

The Contractor shall be responsible for providing two (2) 30 to 40 yard dump trailers and a Yard Dog (Tractor portion of the Tractor/Trailer assembly). A third trailer must be provided if the process requires operating a third shift as may be occasionally necessary. The Yard Dog is to be left on site for moving the trailers under the stationary Sludge conveyor. It shall be the responsibility of the Contractor to pick up the loaded trailer and connect the standby trailer as well as bringing a

second empty trailer to be stored on site and ready for use when one trailer is filled. At no time shall the Contractor leave any wastewater treatment facility without an empty trailer and/or Yard Dog with which to collect sludge. The Yard Dog and trailers must be in good mechanical and operational condition at all times. If any off site repairs to the Yard Dog or trailers are needed it must be coordinated with The WWTF Staff. At all times the Contractor's priority to the City of lake City is to insure sludge production and disposal is not impeded at any time.

Equipment & Personnel:

Residuals shall be removed from the facility at the established site. The Yard Dog must be left on site and be in good (safe) working order at all times. It is the responsibility of the Contractor to perform all necessary maintenance and keep the unit fueled at all times. The trailers must have a proper tailgate seal or other method to prevent off site tracking once the sludge leaves the facility where the Biosolids are generated or the application sites. Trailers cannot allow unacceptable "tracking" leakage from the tailgate or any portion of the trailers transporting the City's Biosolids. The Contractor shall be responsible for providing any and all supplies and equipment to clean up any and all oil, diesel and hydraulic fluid that is spilled. The Contractor shall be responsible for providing any and all supplies and equipment to clean up any and all oil, diesel and hydraulic fluid that is spilled. Clean up shall be performed at the time of the spill.

In the process of transporting the Biosolids offsite, if any material is spilled or lost from the trailer while hauling the material and before reaching the delivery destination, the contractor shall insure containment and proper clean up shall be performed by the contractor immediately at the time of the spill.

The Contractor shall only use personnel who have been trained on the equipment and possess the required CDL license and endorsement for the vehicle to be used.

The City's operation and maintenance staff will move the Yard Dog and trailer as needed to get any sludge loaded spread as evenly as possible in the trailer without the use of rakes and/or shovels (manual labor).

Scheduling:

The Wastewater facilities are staffed Monday through Sunday from 6:00 am – 10:00 pm. The Chief or Lead Operator is in charge and shall give the Contractor a minimum of twenty-four (24) hour notification as to the volume of residuals to be removed. Typically no pick-ups are needed on weekends or recognized City Holidays when there is a minimal staff.

Sampling & Analysis of Residuals:

The City is responsible for the permit required sampling and analysis and shall be conducted in accordance with 40CFR Part 503, Section 503.8. Grab samples shall be used for pathogens and composite samples for metals. Residuals cannot be applied if any single ceiling concentration is exceeded. The residuals dry solids content shall be from 1.5% to 3.0%. A monthly average on a wet ton basis is three hundred and twenty (320) wet tons. Sampling shall be conducted on an annual basis for the following parameters:

PARAMETER	CEILING CONCENTRATION	CUMULATIVE APPLICATION LIMITS
Total Nitrogen	Report Only	N/A
Total Phosphorous	Report Only	N/A
Total Potassium	Report Only	N/A
Arsenic	75mg/kg dry weight	36.6 pounds/acre
Cadmium	85mg/kg dry weight	34.8 pounds/acre
Copper	4300 mg/kg dry weight	1340 pounds/acre
Lead	840 mg/kg dry weight	268 pounds/acre
Mercury	57 mg/kg dry weight	15.2 pounds/acre
Molybdenum	75 mg/kg dry weight	N/A
Nickel	420 mg/kg dry weight	375 pounds/acre
Selenium	100 mg/kg dry weight	89.3 pounds/acre
Zinc	7500 mg/kg dry weight	2500 pounds/acre
p.H.	Report Only	N/A
Total Solids	Report Only	N/A
Fecal Coliform	Report, < 2 million geometric mean CFU/g	N/A

It shall be the duty of the Contractor to insure that the cumulative loading limits are not exceeded by the applicator.

The Contractor shall be furnished with copies of the most recent test results. The Contractor shall supply to the St Margaret WWTF an Annual Report containing all samples and field collection data that directly impacts the St Margaret WWTF residual disposal sites and/or that is required by the facility(s) Permit.

Chain of Custody & Record Keeping:

Each load of residuals removed shall have its own Chain of Custody (Manifest) and will contain both Facility and Application Certification Statements. The Applicator statement shall read as follows:

This Certifies that I shall be transporting this load to an approved agricultural use site specified within the facility Permit as required by Chapter 62-640 FAC. The Transport shall sign, date and record time in and out.

Facility Statement shall read as follows:

This certifies that the wastewater residuals contained herein have been properly treated and stabilized according to FAC 62-640 and 40 CFR Part 503. I further certify that this is a full load being transported. Certified operator shall sign and date.

Chain of Custody (Manifest) shall have the following information regarding transport vehicle and residual information:

- | | |
|-------------------------|----------------------------|
| 1. Truck Registration # | 4. Residual Classification |
| 2. Trailer Unit # | 5. Residual Volume |
| 3. Residual Type | 6. Date & Time of Pickup |

Agricultural Site Data:

1. Weather Conditions
2. Site Location
3. Area of Application for the load
4. Method of Application
5. Water Table

Information required by Permit, 40CFR 503 or FAC 62-640 pertaining to the Agricultural Use Site loading (also known as Nutrient Management Plan (NMP)) and agronomic rates shall be supplied by the Contractor on a semiannual basis and kept by the Utility Department for perpetuity. All other test and field data shall be maintained for a minimum of five (5) years.

Abnormal Events:

An abnormal event is defined for the purposes of this Bid as an event, scheduled or un-scheduled, which requires large volumes of sludge to be removed in a short amount of time. The estimated volume of sludge that would need to be hauled in an average week day is estimated at 80 wet tons and 320 wet tons for an average month. The estimated number of loads that would need to be hauled in an average week is four (4) loads each with an approximate volume of 20 wet tons. The Contractor must have sufficient resources to meet abnormal event volumes that exceed the estimate average as described here.

The Contractor shall have an approved FDEP disposal site(s) that is available for use during historically wet weather months and/or when rainfall amounts restrict residual application due to high ground water levels.

Prohibited Acts:

Any application of the residuals to non-approved disposal sites or in a manner that does not meet the requirements contained with the FDEP operating permits for the St Margaret wastewater facility is prohibited. The use of equipment for transport and/or disposal of the residuals shall not be used in the transport or disposal of materials which by contact or reaction may result in a violation of the limits set forth for the land application of Class B residuals per FAC 62-640 and 40CFR 503. This includes no tracking off of the generation and the application sites.

Liability of Contractor/Applicator/City of Lake City

The Permittee (City of Lake City) shall not be held responsible for violations resulting from land application of residuals if the Permittee can demonstrate that it has delivered residuals that meet the parameter concentrations and appropriate treatment requirements as specified within the facility(s) Permit. The Contractor shall legally agree in writing to accept responsibility for proper land application of the residuals. The agreement shall state that the Contractor agrees, upon delivery of residuals that have been treated as required by FAC 62-604, that he shall accept responsibility for proper land application of the residuals and shall comply with the requirements contained within each facility's Permit. The contractor

shall be furnished with copies of those requirements pertaining to this agreement.

The City of Lake City and the FDEP Permit facility, St Margaret WWTF, shall not be liable for violations resulting from land application of residuals if said residuals meet parameter concentrations and treatment requirements as required by the Permit. The Contractor shall be responsible in the event that by cause or accident the residuals are released at any site other than those specified by Permit for each facility.

Disposal Requirements:

The Bid Prices must include any and all delivery charges for disposal at any site selected by the Contractor. The disposal site(s) must be approved by FDEP (other Environmental State Agency if outside the State of Florida), EPA and OSHA where applicable.

Delivery of residuals at the disposal site from the collection site must be accomplished on the same day as the collection of the residuals. Disposal must be accomplished in accordance with these Specifications. The Contractor must have for its use a primary and secondary disposal site selected.

[The balance of this page has been left intentionally blank]

INSTRUCTION TO BIDDERS

BIDDER'S REPRESENTATION

Each Bidder, by marking his Bid, represents that he has read and understands the Bidding and Documents and his Bid is made in accordance herewith: he has visited the Site and has familiarized himself with the local conditions under which the Work is to be performed; and his Bid is based upon the materials, systems and equipment described in the Bidding Documents without exceptions.

INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

Bidders shall promptly notify the Owner of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or of the site and local conditions. Bidders requiring clarification of interpretation of the Bidding Documents shall make a written request to the Owner, to reach him at least **seven (7) days** prior to the date for receipt of Bids.

An interpretation, correction, or change of the bidding Documents will be made by Addendum. Interpretation, corrections, or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretation, corrections, and change.

SUBSTITUTIONS

The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by the Owner at least **fourteen (14) days** prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance and test data any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The project director's approval or disapproval of a proposed substitution shall be final.

If City Staff approves any proposed substitution, such approval will be set forth in an Addendum. Bidders shall **not** rely upon approval made in any other manner.

QUESTIONS

Any and all questions related to this project shall be directed, *in writing*, to the Procurement Department via email to procurement@lcfla.com or fax to (386) 755-6112. Questions are due no later than four o'clock (4:00 PM) on Thursday, April 9, 2015, so that any necessary addenda may be issued in a timely manner.

ADDENDA

It will be the sole responsibility of the bidder to contact the Procurement Department prior to submitting a bid to determine if any addenda have been issued, to obtain such addenda, and to acknowledge addenda with their bid. Failure to submit acknowledgement of any addendum that affects the bid price is considered a major irregularity and will be cause for rejection of the bid.

FORM AND STYLE OF BIDS

Bids shall be submitted in **DUPLICATE** (one (1) original and one (1) clearly marked copy) on the required forms provided herein. All blanks on the Bid Form shall be filled in by typewriter or manually in blue or black ink. Bidders are not required to submit a copy of this Bid Document with their bid proposals. The bidders are required to submit the Bid Proposal Attachments listed in this Document.

Bid proposals must be placed in an envelope, sealed and placed in a second envelope or container, plainly marked on the outside addressed to the City of Lake City Procurement Department, with the bidder's return address in top left hand corner and recite: "BID NO: ITB-013-2015 - **SEALED BID FOR COLLECTION, TRANSPORTATION & DISPOSAL OF WASTEWATER SLUDGE**".

Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in the case of discrepancy between the two, the amount expressed in words shall govern. Any interlineations, alteration or erasure must be

initialed by the signer of the Bid, failure to do so may cause the Bidder's proposal to be considered non-responsive. Bidder shall make no stipulation on the Bid Form nor qualify his Bid in any manner, to do so will classify the Bid as being non-responsive.

Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in the case of discrepancy between the two, the amount expressed in words shall govern. Any interlineations, alteration or erasure must be initialed by the signer of the Bid, failure to do so may cause the Bidder's proposal to be considered non-responsive. Bidder shall make no stipulation on the Bid Form nor qualify his Bid in any manner, to do so will classify the Bid as being non-responsive.

Each copy of the Bid Proposal shall include the company name, address, telephone number and legal name of Bidder and a statement whether Bidder is sole proprietor, a partnership, a corporation or any other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract.

SUBMISSION OF BIDS

All copies of the Bid, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope or container.

The envelope or container shall be addressed as required in the "Instruction to Bidders", and shall be identified with the Bid Number, Project Name, the Bidder's Name, and return address, and portion of the project or category of work for which the Bid is submitted. The envelope containing the above Bid Documents shall be enclosed in an outer envelope and identified in the same manner as shown above.

Bidder shall assume full responsibility for timely delivery at location designated for receipts of Bids. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Advertisement/Notice to Bidders, or any time extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned to the sender unopened.

Oral, telephonic, telegraphic or electronic Bids are invalid and will not receive consideration.

MODIFICATION OR WITHDRAWAL OF BID

A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and Bidder so agrees in submitting his Bid.

Prior to time and date designated for receipt of Bids, a Bid submitted early may be modified or withdrawn only by notice to the party receiving Bids at the place and prior to the time designated for receipt of Bids.

Such notice shall be in writing over the signature of the Bidder. If by telephone, written confirmation over the signature of Bidder must be mailed and postmarked on or before the date and time set for receipt of Bids; it shall be so worded as not to reveal the amount of the original Bid. Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

CONSIDERATION OF BIDS

Opening of Bids: Unless stated otherwise in an Addenda to the Advertisement/Notice to Bidders, the property identified Bids received on time will be opened publicly and read aloud as specified in the Advertisement. Any bidder, proposer or person substantially and adversely affected by an intended decision or by an term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Procurement Department for the City of Lake City, a written notice of intent to protest no later than seventy two (72) hours (excluding Saturdays, Sundays and legal holidays for employees of the City of Lake City) after the posting either electronically or by other means of the notice of intended action, not of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived.

Rejection of Bids: The Owner reserves the right to reject any or all Bids and in particular to reject a Bid not accompanied by any required Bid Security or data required by the Bidding Documents or a Bid in any way incomplete or irregular.

Acceptance of Bid (Award): The Owner shall have the right to reject any or all Bids or waive any minor formality or irregularity in any Bid received. If the Contract is awarded, it will be awarded within a minimum of sixty (60) days from the date of the Bid opening, or as designated in the Bid Documents. The Owner shall have the right to accept or reject alternates in any order or combination and to determine the low Bidder on the basis of the sum of the Base Bid and/or the Alternates accepted if alternate bids are requested in the Official City Bid Form.

It is the intent of the Owner to award a contract to the vendor who submits the lowest responsive, responsible Total Annual

Price Bid, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, if judged to be reasonable, and does not exceed the funds budgeted for the Project.

QUALIFICATION OF CONTRACTORS

Minimum Qualifications: Bidders must have, and show proof of the following:

1. A minimum of five (5) years experience in the business of transporting and disposing of liquid sludge;
2. Must be fully licensed to do business in the State of Florida;
3. Must be in good standing with the Florida Department of Environmental Protection Wastewater Residuals Section, and provide documentation from FDEP proving compliance with current/active permits;

Bidder's must complete and submit with each copy of their Bid Proposal Attachment "A" – License/Certification List and attach a copy of any and all licenses/certifications/permits.

Each Bidder shall also provide with his bid any pending, current or past enforcement action(s) taken by FDEP or EPA against the bidder or any party directly responsible for the transport and disposal of wastewater residual sludge from SJC Utility Department within the past five (5) years.

LIST OF SUBCONTRACTORS

If the Contractor elects to sub-contract with any firm, for any portion of the work, the Contractor shall be responsible for all work performed by any sub-contractor and the Contractor shall not be relieved of any obligations under this Contract. Any and all costs for the use of any sub-contractor for any portion of the work required under this Contract shall be included in the Bidder's submitted unit price per acre.

Each Bidder shall submit to the Owner a list of Subcontractors and major materials suppliers to be used if awarded the contract. Each Bidder must complete Attachment "B" – List of Sub-Contractors, and attach a copy of any and all licenses and certificates for each sub-contractor listed and submit with each copy of the Bid Proposal. If no Subcontractors or major material suppliers are required, so state there on.

Upon request by the Owner, the successful Bidder shall within seven (7) days thereafter, submit all data required to establish to the satisfaction of the Owner, the reliability and responsibility of the proposed Subcontractors to furnish and perform the work described in the Sections of the Specifications pertaining to such proposed Subcontractor's respective trades.

Prior to the award of the Contract, the Owner will notify the Bidder in writing if the Owner, after due investigation, has reasonable and substantial object to any person or organization proposed as a Subcontractor. The Bidder then may, at his option, withdraw his Bid without forfeiture of Bid Security or submit an acceptable substitute at no increase in Bid price. If the Bidder fails to submit an acceptable substitute within seven (7) days of the original notification, the Owner then may, at his option, disqualify the Bidder, at no cost to the Owner.

The Owner reserves the right to disqualify any Contractor, Subcontractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Subcontractors and other persons and organizations proposed by the Bidder and accepted by the Owner, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the Owner.

CONTRACT DURATION & EXTENSION

The initial contract term shall be for a period of one (1) calendar year from the date of acceptance by the Owner, providing satisfactory performance has been maintained by the Contractor. The contract may be extended in one (1) year increments, for a maximum of four (4) one-year extensions. These Contract Extensions shall be contingent upon the availability of funds, satisfactory performance by the Contractor, and approval by the appropriate City of Lake City representatives. The Owner is under no obligation to exercise any of the available extensions. All Extensions available under this contract are optional to the Owner.

INDEMNITY

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, its officials, and employees, from and against liability, claims, damages, losses and expenses including attorney's fees arising out of or resulting from performance of the work, provided that such liability, claims, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part, by negligent acts or omissions of the Contractor, a Subcontractor, or

anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefits acts or other employee benefits acts.

TERMINATION

Failure on the part of the Contractor to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the Contractor fails to perform any aspect of the responsibilities described herein the City of Lake City shall provide written notification of any and all items of non-compliance. The Contractor shall then have five (5) consecutive calendar days to correct any and all items of non-compliance. If the items of non-compliance are not corrected, or acceptable corrective action has not been taken within the five (5) consecutive calendar days, the Contract Agreement may be terminated by the City of Lake City for cause, upon giving fourteen (14) consecutive calendar days written notice to the Contractor.

It is expressly noted that, should the CITY issue more than one notice of default to the CONTRACTOR within any six (6) consecutive months during the term of this Contract, such action shall constitute cause for termination of this Contract.

The Owner may terminate the Contract Agreement at any time, without cause, upon thirty (30) days written notice to the Contractor of intention to do so.

If, at any time, the Contract Agreement with the awarded vendor is terminated by the City, whether for cause or for convenience, the City may, at its sole discretion, solicit updated pricing from the second lowest, responsible, responsive bidder for the required services in order to enter into a contract with that vendor to prevent a gap in services for the County, if doing so serves the best interest of the County.

UNIT PRICES

The Unit Prices submitted on the Bid Proposal Form shall include any and all costs associated with performing the required services including labor, materials, equipment, transportation, treatment, disposal, and any and all other necessary costs.

METHOD OF PAYMENT

The Contractor shall submit invoices to the City of Lake City at the end of each month for services satisfactorily performed.

The date of the invoices shall not exceed thirty (30) calendar days from the date of services performed. Under no circumstances shall the invoice be submitted to the Owner in advance of the performance of services. The City reserves the right to refuse and/or prorate payment based on unsatisfactory or incomplete performance of services during any month.

Failure to submit invoices in the prescribed manner may delay payment. Invoices shall be submitted as stated below:

City of Lake City
Accts Payable
205 N. Marion Avenue
Lake City, FL 32055

City of Lake City Payment Terms: Net 45 Days per 218.74(2) Florida Statutes

All invoices shall contain, at a minimum, the following information:

- Vendor Information (Full Legal Name, Address, Phone, Fax)
- Date of Invoice, Invoice Number
- CLC Purchase Order Number, Master Contract Number, Bid Number
- Unit Price of product, Total Price of Invoice
- Description of Services Performed

Invoices shall not include separate charges for transportation, mileage, or any other miscellaneous charges. Any invoices received that contain additional costs not approved by the Contract shall go unpaid until corrected invoices are submitted by the Contractor.

INSURANCE

Without limiting Contractor's indemnification, it is agreed that the successful Contractor will purchase at their expense and maintain in force at all times during the performance of services under this agreement the following insurance. Where specific limits are shown, it is understood that they must be the minimum acceptable limits. If successful Contractor's policy contains higher limits, the City of Lake City will be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the City naming the City of Lake City as additional insured. These certificates must provide a ten (10) calendar day notice to the City in the event of cancellation, non-renewal or a material change in the policy. Any deductibles will be the sole responsibility of the Contractor. The City of Lake City must be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible must be the sole responsibility of the Vendor/Contractor and/or subcontractor providing such insurance.

- a) **Workers' Compensation:** The CONTRACTOR shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as is required by the law for all of its employees per Florida Statue 440.02.
- b) **Comprehensive General Liability:** The CONTRACTOR shall maintain during the life of this Contract, Comprehensive General Liability with minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, to protect the CONTRACTOR from claims for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this contract, whether such operations be by the CONTRACTOR or anyone directly employed by or contracting with the CONTRACTOR.
- c) **Comprehensive Automobile Liability:** The CONTRACTOR shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the CONTRACTOR from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

The Contractor shall Automobile Liability insurance as specified by Insurance Services Office, form number CA 0001 Symbol 1 (any auto), with an MCS 90 endorsement and a CA 9948 endorsement (or equivalent) attached if "pollutants" as defined in exclusion 11 of the commercial auto policy are to be transported. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage, \$5,000,000 if "pollutants", as defined in CA 0001 exclusion 11, are to be transported.

In the event of unusual circumstances, the City Manager or his designee may adjust these insurance requirements.

REQUIRED DOCUMENTS

The enclosed documents, listed in Attachment C, must be executed and returned with bid proposal or the proposal may be considered non-responsive. (Conflict of Interest Statement, Disputes Disclosure Form, Drug Free Workplace Certificate, Non-Collusion Affidavit of Proposer, Reference, Public Entity Crime Statement and E-verify Affirmation Statement.)

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

PUBLIC RECORD

The Owner is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida’s public records law. Specifically, the Contractor shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the Owner in order to perform the service;
- b. To Provide the public with access to such public records on the same terms and conditions that the Owner would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed, except as authorized by law;
- d. Meet all requirements for retaining public records and transfer to the Owner, at no cost, 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. All records stored electronically must be provided to the Owner in a format that is comparable with the information technology systems of the Owner.

ADDITIONAL INFORMATION

The City of Lake City Procurement Department reserves the right to request any additional information needed for clarification from any Bidder for evaluation purposes.

GOVERNING LAWS & REGULATIONS

The Contractor shall be responsible for being familiar and complying with any and all federal, state, and local laws, ordinances, rules and regulations that, in any manner, affect the work required under this contract. The agreement shall be governed by the laws of the State of Florida and Columbia County both as to interpretation and performance.

[The balance of this page has been left intentionally blank]

BID PROPOSAL OF

Full Legal Company Name

Mailing Address

Telephone Number

Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for ITB-013-2015 Collection, Transportation & Disposal of Wastewater Sludge in City of Lake City, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with this Bid Proposal summarized as follows:

FOR: Collection, Transportation & Disposal of Wastewater Sludge

Note: Any and all fees, charges, and costs associated with performing the required services must be included in the prices submitted below. These prices shall be final cost to the City. No fuel surcharges, transportation surcharges, treatment or disposal costs, or any other fees or costs shall be paid in addition to the prices submitted below.

1. Unit price per wet ton for sludge transported from the City of Lake City St Margaret's WWTF:

UNIT PRICE PER WET TON: \$ _____ x 3840 (estimated) wet tons = \$ _____

TOTAL ANNUAL PRICE BID (ESTIMATED): \$ _____

PROPOSED LAND APPLICATION OR EPA/FDEP APPROVED LANDFILL DISPOSAL SITE(S): _____

Each Bidder shall type, or print legibly, in blue or black ink, the numerical amounts for the item listed above. In order to calculate the Total Annual Price Bid, Bidders shall multiply the unit price by the estimated total annual volume provided above. If there is a math error, the City will calculate the total based on the Unit Price submitted, and revise the Total Annual Price Bid on the Bid Tabulation to reflect the correct pricing.

Each Bidder must ensure that the numerical amounts entered on this Bid Form are legibly printed in ink or typed so as to eliminate the possibility of misinterpreting the amount bid. In the event an amount submitted is not legible, the City reserves the right to consider it a "No Bid", and disqualify the Bidder from consideration of award.

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Bid Documents and Project Specifications.

We have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all requirements therein as prepared by the Owner, within the same time limit specified in the Bid Documents as indicated above.

If the Undersigned is notified of the acceptance of this Bid Proposal by the City of Lake City within ninety (90) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten

(10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Contract presented by the Owner.

CORPORATE/COMPANY

Full Legal Company Name: _____

By: _____
Authorized Representative Signature (Name & Title typed or printed)

Address: _____

Telephone No.: (____) _____ Fax No.: (____) _____

Email Address for Authorized Company Representative: _____

Federal I.D. Tax Number: _____ DUNS #: _____

INDIVIDUAL

Name: _____
(Signature) (Name typed or printed) (Title)

Address: _____

Telephone No.: (____) _____ Fax No.: _____

Email Address: _____

Federal I.D. Tax Number: _____

- Submittal Requirements:
- Official Bid Form
 - Attachment "A" – License/Certification List
 - Attachment "B" – List of Proposed Sub-Contractors
 - Attachment "C" - Required Forms

Fully Acknowledged Addenda Applicable to this bid

Bid Proposal Form, Attachments "A", "B", "C" (required forms), must be completed, along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal. One (1) original and one (1) copy of all required forms must be submitted.

ATTACHMENT “A”
LICENSE / CERTIFICATION LIST

In the space below, the Bidder shall list all **current** licenses and certifications held.

The bidder shall attach a copy of each current license or certification listed below to this form.

License Name	License #	Issuing Agency	Expiration Date

THIS FORM MUST BE INCLUDED WITH PROPOSAL

ATTACHMENT “C”
REQUIRED FORMS TO BE SUBMITTED WITH BID PROPOSAL

- References
- Public Entity Crime Statement
- Conflict of Interest
- Disputes Disclosure
- Drug Free Work Place
- Non-Collusion Affidavit
- E-verify Affirmation Statement

REFERENCES

List three (3) client/customer references including company name, address, contact person, telephone number and length of time services provided. (Note: only list those client/customers in which a similar type of equipment/product of scope of work/service was provided.)

1. Company Name: _____

Address: _____

Business Phone #: _____

Contact Person: _____

Email: _____

Length of time services provided: _____

2. Company Name: _____

Address: _____

Business Phone #: _____

Contact Person: _____

Email: _____

Length of time services provided: _____

3. Company Name: _____

Address: _____

Business Phone #: _____

Contact Person: _____

Email: _____

Length of time services provided: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**SWORN STATEMENT UNDER SECTION
287.133(3)(n), 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 No._____.
2. This sworn statement is submitted by _____ whose business address is _____ and (if applicable) its Federal Identification No.(FEIN) is _____. If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement_____.
3. My name is _____ and my relationship to the entity named above is_____.
4. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to, and directly related to, the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services 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 misrepresentations.
5. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction 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, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes means:
 - b. A predecessor or successor of a person convicted of a public entity crime; or
 - c. an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been

convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state 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 neither management of the entity, nor any affiliate of the entity have been charged with or 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)

_____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: _____ 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, State at large
My Commission Expires:

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CONFLICT OF INTEREST STATEMENT

STATE OF FLORIDA, CITY OF _____

Before me, the undersigned authority, personally appeared _____, who was duly sworn deposes and states:

1. I am the _____ of _____ with a local office in _____ and principal office in _____ and principal office in _____.

City & State
City & State
2. The above named entity is submitting a Proposal for the City of Lake City **ITB-013-2015** described as **Collection, Transportation & Disposal of Wastewater Sludge.**
3. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity’s submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
7. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity’s ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Lake City.
9. I certify that no member of the entity’s ownership or management, or staff has a vested interest in any aspect of the City of lake City.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Lake City.

DATED this _____ day of _____ 20____.

(Affiant)

Typed Name and Title

Sworn to and subscribed before me this _____ day of _____ 20____.

Personally Known _____ Or produced identification _____.

Identification type: _____

Notary Public-State of _____

Printed, typed, or stamped commissioned name of notary public.

My commission expires _____.

THIS FORM MUST BE INCLUDED WITH PROPOSAL

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an “X” after “YES” or “NO”. If you answer “YES”, please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?
YES _____ NO _____

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?
YES _____ NO _____

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?
YES _____ NO _____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Lake City.

Firm Date

Authorized Signature Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH PROPOSAL

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, _____ (print or type name of firm) publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

- Informs employees about the dangers of drug abuse in the work place, the firm’s policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee’s community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

“As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein”

Authorized Signature

Date Signed

State of Florida

County of _____

Sworn to and subscribed before me this ____ day of _____ 20__.

Personally known _____ or Produced Identification _____

(Specify type of identification)

Signature of Notary

My Commission Expires: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____, being duly sworn, deposes and says that:

1. He/She is _____ of _____, the Bidder,

Title
Company Name

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

SIGNED _____

TITLE _____

Sworn to and subscribed before me this ____ day of _____ 20__.

Personally known _____ or Produced Identification _____
(Specify type of identification)

Signature of Notary

My Commission Expires: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No: _____

Project Description: _____

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name:

Authorized Company Person’s Signature:

Authorized Company Person’s Title:

Date: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF LAKE CITY BIDDER'S CHECK LIST

BIDS MAY NOT BE CONSIDERED if the following documents and/or attachments are not completely filled out and submitted with your bid.

Before sending in your bid, please make sure you have completed all of the following:

_____ Enclose two (2) sets of the Bid form (one marked original and one copy), including all handwritten sections. Please make and retain a separate copy of this bid package for your records.

_____ Bid Form, must be complete and have a manual signature (original signature) preferably signed in blue ink.

_____ Every page that has anything hand written on it, must be imprinted with the company's name on the top right-hand corner of the page.

_____ Return bid in an envelope with the bid number and name of bid printed on the front of the envelope. If Fed-Ex or UPS, please keep bid in a separate sealed envelope when placing it in their packaging.

_____ Acknowledge in the bid any and all addendums issued and manually sign each addendum sheet and submit it with your bid.

_____ Erasures or other descriptive literature, brochures and/or data must be initialed by the person signing the bid.

FORMS

- _____ References
- _____ Public Entity Crime Statement
- _____ Conflict of Interest
- _____ Disputes Disclosure
- _____ Drug Free Work Place
- _____ Non-Collusion Affidavit
- _____ E-verify Affirmation Statement

_____ **PLEASE INITIAL**