

CITY OF LAKE CITY

GATEWAY TO FLORIDA

INVITATION TO BID

ITB-005-2016

Sealed bids will be accepted by the City of Lake City, Florida until **Tuesday, February 2, 2016, 11:00 a.m.** local time in the Procurement Department located on the 2nd floor of City Hall, 205 N Marion Avenue, Lake City, Florida 32055. Any bids delivered to any other location will not be considered received by the Procurement Department. 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:

AVIATION FUELS ANNUAL CONTRACT

All bid proposals which are submitted through delivery services such as Federal Express, UPS, or United States Postal Service Express Mail, must be marked on the OUTSIDE of the delivery package with the company or Bidder's name, address, phone number, bid number ITB-005-2016, bid title AVIATION FUEL ANNUAL CONTRACT the date and time FEBRUARY 2, 2016, 11:00 AM. The bid proposal must be in a sealed envelope INSIDE the delivery package with the same information as listed above. All bid proposals which are hand delivered or delivered through regular mail by the United States Postal Service must have all the 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 - 2nd Floor
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 **Tuesday, January 26, 2016 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

TERMS AND CONDITIONS

PART I:

SCOPE OF WORK:

THE CITY OF LAKE CITY WILL ACCEPT PROPOSALS FOR AVIATION FUELS – ANNUAL CONTRACT FOR THE CITY OF LAKE CITY GATEWAY AIRPORT.

A. INSURANCE:

1. Without limiting bidder's indemnification, it is agreed that the successful bidder will purchase at their own 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 bidder'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) day notice to the City in the event of cancellation, non-renewal or a material change in the policy.
 - a. Statutory Workers Compensation insurance as required by the State of Florida.
 - b. Commercial General Liability insurance to provide coverage of not less than \$1,000,000.00 combined single limit per occurrence and annual aggregates where generally applicable and must include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.
 - c. Comprehensive Automobile Liability Insurance covering all owned, hired and non-owned vehicles with coverage limits not less than \$100,000.00 per person, \$300,000.00 per occurrence and \$50,000.00 property damage.
 - d. Aviation Excess Liability Insurance coverage covering all fueling related activity to supplement the City of Lake City Gateway Airports liability coverage.

B. INDEMNITY:

Successful Bidder will indemnify and hold City of Lake City harmless from any loss, cost, damage or injury sustained by any person(s) as a result of the actions of employees or officers of the Bidder, or the Bidders subcontractors or suppliers.

C. CONTRACT:

1. The proposal of the successful Bidder together with the written Notice of Award, the terms and conditions and the specifications contained in the Invitation to Bid will constitute the contract.
2. Contract term will be for three (3) years*. The City reserves the right to extend the contract period for two (2) additional one (1) year periods upon mutual agreement with the successful bidder.
3. *Annual Appropriation – Contingency Statement – Section 287.0582 of the Florida Statutes states performance and obligation to pay under this contract is contingent upon an annual appropriation.

D. TERMINATION:

The contract may be terminated by the City for any reason upon a 15 day written notice. Contractor will be paid for all service satisfactorily performed through the date of termination. Termination will be effective upon written notification to the Contractor and such termination will relieve the City from any future obligations with the Contractor.

E. PAYMENT:

1. Supplier must provide the purchaser with 30 day terms without penalty.
2. Other credit terms may be offered including prompt pay discounts and be made a part of the bid proposal.

F. CAPABILITY AND REFERENCES:

Bidders must provide with their proposal substantial material for evaluating the ability of the potential Bidder to execute a service of this type. Therefore, the Bidder is required to provide a minimum of (3) three references which will be verified. The list of references must be attached with the bid proposal on the form provided within these specifications. All reference materials provided become the property of the City of Lake City and also become public record.

G. 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.

H. PUBLIC ENTITY CRIME – DRUG FREE WORKPLACE:

1. Public Entity Crimes – Section 287.133 (3) (n) of the Florida Statutes requires that a vendor/contractor submit a sworn statement concerning Public Entity crimes. Bidders are required to submit the enclosed form with their bid, failure to do so may be reason for rejection of bid.
2. Drug Free Workplace – Section 287.087 of the Florida Statutes requires bidders to submit the enclosed form with their bid.

I. 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>.

J. 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:

1. Keep and maintain public records that ordinarily and necessarily would be required by the Owner in order to perform the service;
2. 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;
3. 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;

4. 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.

K. ADDENDUM:

It will be the sole responsibility of the bidder to contact the Purchasing Department prior to submitting a bid to determine if any addenda has been issued, to obtain such addenda, and to acknowledge addenda with their bid.

L. AWARD OF CONTRACT:

1. Award of contract will be based on the most responsible and responsive Bidder based on meeting our requirements as set forth in our bidding documents, as well as consideration of the low bid overall for freight, mark-up, rack price at 12:00 noon the day prior to bid opening as well as available amenities. Mark-up and freight prices included in the bid shall remain fixed throughout the term of the contract.
2. Pricing shall be subject to change in accordance with the chosen major oil companies rack price increases and decreases throughout the term of the contract. Actual rack price changes only shall be passed on to the City.
3. Invoices from the successful Bidder must include quantities, rack price, mark up, freight charges and the time the fuel was picked up from the rack.

M. PRODUCT DELIVERY AND CHARGES:

1. All deliveries must be made within 24 hours of order placement.
2. Supplier must provide toll-free telephone number for order placement.
3. The successful Bidder will be required to deliver all fuels during the City of Lake City Gateway Airport normal hours of operation 7 days per week 8 a.m. to 6 p.m.
4. Deliveries must be via supplier transport truck or common carrier transport trucks designed for aviation fuel only. All tanks must be dedicated for fuel grade or proven to be properly cleaned and dried.
5. Title to product must pass to purchaser upon offloading into storage at the City of Lake City Gateway Airport.

6. Freight charges must be based on supplier's closest delivery source within the State of Florida regardless of actual source of delivery.
7. Billing is to be based on net temperature adjusted gallons.
8. Material Safety Data Sheets (MSDS) are required for fuels supplied.
9. Contractor must meet FDOT required weight loads.
10. In the event of a natural disaster which disables the City's ability to dispense fuel from our pumps, the successful Bidder shall cooperate with the City to the fullest extent possible to assist in keeping vehicles fueled. This assistance may include leaving a fuel truck at our facilities so that we may fuel our vehicles directly from the fuel truck.

N. PRICE CHANGES DURING CONTRACT PERIOD:

Any price increases during the contract period must be attributable to wholesale cost changes only (rack prices) and not bidder operating cost or profit increases.

O. CREDIT CARDS:

1. Supplier must accept without processing fee at least two (2) major oil company credit cards.
2. Supplier must accept State and Federal Government issued credit cards without fee.
3. Supplier must accept other general used credit cards such as Visa, MasterCard and American Express at a processing fee not to exceed 3%.
4. Successful vendor shall supply an electronic credit card machine, with all credit card supplies, forms, materials, etc. free of charge to the Lake City Gateway Airport.
5. Supplier must provide toll-free credit card authorization service.
6. Supplier's credit card shall provide for normal airport related charges in addition to fuel such as, tie down fees, hangar or lease payments, pilot supplies, minor repairs, and flight and/or weather service.
7. Supplier shall reimburse the City of Lake City for credit transmittals within seven (7) days or receipt by check.
8. Supplier must provide a grace period not less than sixty (60) days for the acceptance of all other company credit cards.

P. QUALITY CONTROL/INSPECTION:

1. Supplier must provide purchaser with written product quality reports on an annual basis and certification of quality for each delivery.
2. Supplier must inspect all fuel handling equipment on an annual basis and provide the purchaser with written inspection reports.

Q. TRAINING:

1. Supplier must provide line service and quality control training to the Lake City Gateway Airport employees on site at the beginning of this contract, and also provide additional training for any new employees during this contract period at no charge.
2. Supplier must provide F.A.A. (Federal Aviation Administration) part 139 (or latest revision) training to purchaser's employees free of charge.

R. ADVERTISING:

Supplier must include purchasers in all directory advertising free of charge.

S. SIGNAGE:

1. Supplier must provide one (1) large airport sign for air viewing, decals on ground equipment and fuel farm at no charge. State descriptions and what size your company will supply with bid proposal.
2. If your Company provides any amenities other than stated above, please list in detail. Some consideration could be given to such items as additional signage, advertising, etc.

T. PROPOSAL:

1. The Bidder must provide proposal on the form included within this document.
2. The Bidder must provide the following on the bid proposal for AvGas and Jet A fuels:
 - a. Location of closest primary terminal which will be used.
 - b. Rack price per gallon at the closest primary terminal on the three different dates provided on the proposal form.
 - c. Fixed markup per gallon.
 - d. Fixed freight cost per gallon.

PART II

SPECIFICATIONS:

ITEM I: AVIATION FUELS:

A. PRODUCTS/SPECIFICATIONS:

1. Avgas 100LL – meets or exceeds ASTM (American Society of Testing & Materials) 910.
2. Jet A with Prist fuel additive pre-mixed - meets or exceeds ASTM 1655.

B. QUANTITY/TERM:

1. Avgas 100LL – approximately 40,000 – 60,000 gallons per year.
2. Jet A – approximately 60,000 – 100,000 gallons per year.
3. All deliveries must be in full transport amounts not less than 7,500 gallons, unless fire levels elevate during such fire seasons as Lake City Gateway Airport is home to the United States Department of Agriculture (Forestry Division) and demand may require periodic short orders as fuel volume is depleted.
4. During such fires seasons and when fuel demand increases for U.S.D.A. aircraft providing life safety sorties, the supplier will assist with the location and delivery of additional/loaner fuel truck/s. These trucks must be sufficient in capacity as well as performance to meet the higher demands of fuel needed during such times.

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PROPOSAL – PAGE 1

ITEM I: AVIATION FUELS

AvGas

Based on approximately 40,000 – 60,000 gallons per year.

1. Location of closest primary terminal which will be used: _____

2. AvGas (rack price) cost per gallon at closest primary terminal on:

October 1, 2015 _____

November 1, 2015 _____

December 1, 2015 _____

3. Fixed markup in cents based on no minimum \$_____per gallon

4. Fixed freight cost \$_____per gallon

TOTAL PRICE \$_____PER GALLON

RACK PRICE DATE OF JANUARY 31, 2016 \$_____

THIS FORM MUST BE USED FOR BID PROPOSAL

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:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another

person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a 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 _____
City & State City & State
2. The above named entity is submitting a Proposal for the City of Lake City **ITB-005-2016** described as **Aviation Fuels Annual Contract**.
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**