



INVITATION TO BID
ITB-001-2014

Sealed bids will be accepted by the City of Lake City, Florida until **Thursday, February 20, 2014 at 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 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 A.M.** 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:

**PRICE CREEK WATER TREATMENT PLANT
NEW ACCESS ROAD CONSTRUCTION**

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
Attention: Procurement
205 N Marion Avenue
Lake City, Florida 32055

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-001-2014), bid title (PCWTP – NEW ACCESS ROAD CONSTRUCTION) the date and time (THURSDAY, February 20, 2014 @ 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 information as listed above on the OUTSIDE of the sealed envelope. Failure to comply may be reason to reject the bid.

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 specifications.

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, February 13, 2014 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.

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 three (3) working days 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 details 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.

Bidder may withdraw his bid at any time before the time set for the opening of the bids. No bid may be withdrawn in the (60) day period after bids are opened.

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

SCOPE OF WORK AND GENERAL REQUIREMENTS

I. DESCRIPTION OF WORK:

Project consists of new roadway construction of approximately 1530 LF connecting SE Timberwolf Drive to SE Water Plant Road to access the Price Creek Water Treatment Plant. Scope of work includes clearing and grubbing, grading, borrow, limerock base, asphaltic concrete, signing, striping, erosion control, and incidental items.

II. CONSTRUCTION AND MATERIALS:

1. All construction methods and materials shall conform to the requirements of the latest edition of the Florida Department of Transportation Design Standards and Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

III. CONSTRUCTION REQUIREMENTS:

1. INSTALL SILT FENCE AND SOIL TRACKING DEVICE PRIOR TO ANY EARTHWORK ACTIVITIES.
2. CLEAR AND GRUB AS REQUIRED.
3. PROVIDE FILL MATERIAL NEEDED TO CONSTRUCT ROAD BED, BERMS, DITCH BLOCKS, AND ALL INCIDENTALS TO LINES AND GRADES PER CONSTRUCTION PLANS. ALL EARTHWORK OPERATIONS SHALL CONFORM TO FDOT STANDARDS AND PROCEDURES DESCRIBED UNDER SECTION VI: (CONSTRUCTION AND MATERIALS).
4. PLACE STORM PIPES, CONCRETE SPILLWAY, MITERED END SECTIONS AND 2 EA. 2-INCH PVC CHASE.
5. PLACE 8" THICK LIMEROCK BASE MATERIAL 6" OUTSIDE EDGE OF PAVEMENT TO LINES AND GRADES PER CONSTRUCTION PLANS.
6. PLACE PRIME COAT ON LIMEROCK BASE.
7. PLACE 42" SOD STRIP ALONG EDGE OF PAVEMENT, BERMS, AND ALL CONCRETE. SEED AND MULCH ALL OTHER DISTURBED AREAS.
8. PLACE 1ST LIFT SP 9.5 ASPHALTIC CONCRETE AT 110 LB/SY STRUCTURAL COURSE.
9. PLACE 2ND LIFT SP 9.5 ASPHALTIC CONCRETE AT 165 LB/SY SURFACE COURSE.
10. PAINT 1ST COAT OF PERMANENT CENTERLINE, EDGELINES, AND STOP BARS.
11. PLACE ALL PERMANENT SIGNS.
12. NO EARLIER THAN 10 DAYS AFTER THE 1ST COAT, PLACE SECOND AND FINAL PAVEMENT MARKINGS.

IV. MAINTENANCE OF TRAFFIC:

1. Contractor shall provide Maintenance of Traffic and it shall conform to the requirements of the latest edition of the Florida Department of Transportation Design Standards. Flagging will be required and only one traffic lane may be closed between the hours of 8:30 A.M. to 4:30 P.M. only. All construction signage shall be provided by the contractor and shall include construction signage along SE Timberwolf Drive and SE Water Plant Road.

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TERMS AND CONDITIONS

A. LICENSE REQUIREMENTS:

1. Bidders together with any sub-contractors must be qualified and licensed under the laws, rules and regulations of the State of Florida and the City of Lake City, Florida to perform the work required by these contract documents. Bidders qualifications, including equipment to be used for this project, will be subject to review and approval by the City prior to award of contract. Bidder must be prepared to demonstrate, through previous experience and references, the ability to safely and successfully perform this type of project.

B. INSURANCE:

1. Without limiting Bidders indemnification, it is agreed that the successful Bidder 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 Bidders 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. 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.
2. Statutory Workers Compensation insurance as required by the State of Florida.
3. Commercial General Liability insurance to provide coverage of claims to a minimum of \$1,000,000 per occurrence for property damage and bodily injury including coverage for premise operations, products completed operations and personal injury.
4. Business Vehicle/Umbrella Liability insurance with a minimum limit of \$100,000 per occurrence for property damage and personal injury. Coverage must be stipulated for owned/leased vehicles, non-owned vehicles, and hired vehicles.
5. Prior to commencement of work, the Bidder will submit certificates of insurance to the City of Lake City naming the City of Lake City as additional insured, indicating the Bidder coverage's in the limits as specified, and stating that the City of Lake City will be provided ten (10) days' notice prior to cancellation of any of the policies.

C. INDEMNITY:

1. 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.

D. LIQUIDATED DAMAGES:

1. In the event the Bidder is awarded the contract and fails to complete the work within the time limit or extended time limit agreed upon, liquidated damages will be paid to the City of Lake City at the cost not to exceed the actual damages per day for all work awarded under the contract until the work has been satisfactorily completed and accepted by the City.

E. SPECIAL CONDITIONS:

1. Extended time may be allowed for the completion of this project due to inclement weather.
2. Decisions to allow days added to the contract due to inclement weather will be based upon weather records as recorded with the State of Florida, Division of Forestry located in Lake City, Florida and approved by the City Manager.
3. In the event additional days are requested and awarded the contractor must notify the City of Lake City Procurement Department at the beginning of work stoppage and each succeeding day until work can be safely resumed. Time for work stoppage may, at the discretion of the City, be allowed on a day for day basis. If allowed the days awarded shall be allowed on the end of agreed upon or amended time of completion days.
4. All trash, debris and/or construction material must be properly disposed of in accordance with the City of Lake City and/or Columbia County ordinances.

F. CONTRACT:

1. The successful Bidder will execute the contract within seven (7) calendar days after Notice of Award.

G. SCHEDULE:

1. Upon receipt of all required documents a Notice to Proceed will be issued.
2. The successful Contractor must provide Gantt charge schedule indicating entire project completion.

3. The successful Bidder must complete all work within ninety (90) calendar days of the Notice to Proceed, except as noted in section E.

H. PAYMENT:

1. Payment will be based on: (a) City's acceptance of work, and (b) submitted evidence, if requested by the City, that all payrolls, materials, bills, and indebtedness connected with the work have been paid. Contractor shall submit a detailed pay request monthly for review. Payment will be made on a monthly basis upon acceptance by the City and Engineer. Quantities are estimates only and payment will be made on a unit basis with 10% retainage for work performed. Payment to Contractor will be made within thirty (30) calendar days of receipt of invoice, assuming there are no contested amounts with the invoice.
2. The City of Lake City and/or the Engineer reserves the right to increase, decrease, or omit any pay item to stay within their funding capabilities at no additional cost.

I. CAPABILITY AND REFERENCES:

1. Bidders must provide with their proposal substantial material for evaluating the ability of the potential Bidder to execute a project 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.

J. CHANGE ORDERS:

1. The City of Lake City shall be notified of any conditions in the project area that are not addressed within the specifications which may require a change order.
2. Change orders to the scope of work or additional work requested by the City of Lake City must be in written form and initiated by the Contractor.
3. All changes or additions will be approved by the City of Lake City prior to work being initiated.

K. ADDENDUM:

1. 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.

L. PAYMENT AND PERFORMANCE BONDS:

1. Payment and performance bonds are a requirement of this bid. No exceptions or substitutions will be accepted. The successful Bidder must submit the Payment and Performance bonds with the executed contract. Upon receipt of all required documents, the Notice to Proceed will be issued.

M. REQUIRED DOCUMENTS:

1. The enclosed documents 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.)

N. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY):

1. 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>.

O. PUBLIC RECORD:

1. 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.

P. ADDITIONAL INFORMATION:

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

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PROPOSAL

THE UNDERSIGNED hereby propose to furnish all materials, labor and supervision for the construction of the subject project including conformance with the construction requirements and specifications for the following unit prices: **ALL INCIDENTAL WORK SHOULD BE INCLUDED IN THESE ITEMS. ALL UNIT PRICE AND TOTAL SPACES MUST BE FILLED IN TO CORRELATE WITH EACH ITEM.**

ITEM		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Mobilization	LS	1	\$	\$
2	Maintenance of Traffic	LS	1	\$	\$
3	Price Creek Water Treatment Plant Entrance Sign	EA	1	\$	\$
4	Clearing and Grubbing	AC	3.5	\$	\$
5	Grading and Finishing	LS	1	\$	\$
6	Borrow Material	LS	1	\$	\$
7	Earthen Ditch Block	EA	10	\$	\$
8	Storm Pipe, 24" RCP	LF	92	\$	\$
9	Mitered End Sections, 24" (double)	EA	2	\$	\$
10	2" PVC Sch40 Electrical Conduit w/ pull boxes	LF	70	\$	\$
11	Limerock Base, 8"	SY	4,053	\$	\$
12	Asphaltic Concrete SP 9.5 (110 lb/sy, Leveling)	TN	223	\$	\$
13	Asphaltic Concrete SP 9.5 (165 lb/sy, Surface)	TN	334	\$	\$
14	Sod	SY	1,496	\$	\$
15	Seed and Mulch	LS	1	\$	\$
16	Staked Silt Fence	LF	1,300	\$	\$
17	Soil Tracking Device	EA	2	\$	\$
18	Sampling and Testing	LS	1	\$	\$
19	Single Post, Sign	EA	4	\$	\$
20	Pavement Markings	LS	1	\$	\$
21	Construction Stakeout	LS	1	\$	\$
				TOTAL	\$

PAY ITEM NOTES

Quantities are estimates only and will be paid for by field measurements

- 3 Price Creek Water Treatment Plant Entrance Sign** – includes all work needed to furnish and install the sign as depicted on the attached plan by Action Signs and Graphics. Installation of sign shall be by a State Certified Electrical Sign Contractor
- 5 Grading and Finishing** – includes all work needed for finishing, grading, leveling, and compacting all disturbed areas and fill materials.

- 6 **Borrow Material** – shall provide sampling and testing for suitability for use from the source. Estimated Quantity: 4,000 CY (DOES NOT account for shrinkage).
- 8 **Storm Pipe, 24" RCP** – Quantity of pipe does not include length of mitered end sections as shown in FDOT Index 272
- 9 **Mitered End Sections, 24" (double)** – Pipe to be included under this pay item as shown in FDOT Index 272
- 11 **Limerock Base, 8"** – shall be placed in two 4" lifts.
- 14 **Sod** – quantity includes 42" strip along edge of pavement, around all concrete, ditch blocks and wetland improvement berm
- 15 **Seed and Mulch** – includes all areas not sodded which have been disturbed.
- 16 **Staked Silt Fence** – shall be placed at all areas of potential erosion caused by stormwater runoff, as shown in the plans and as directed by the Engineer.
- 18 **Sampling and Testing** – Contractor shall provide certified testing company to perform quality control and provide test results promptly to the City and Engineer via fax or email.
- 21 **Construction Stakeout** – shall include stakeout by a licensed professional surveyor of existing utility easement and new easement line, roadway stationing and centerline layout

All materials and construction shall conform to both the requirements of the latest FDOT Standard Specifications for Road and Bridge Construction and the latest FDOT Design Standards.

TOTAL PROJECT COST \$

FIRM NAME _____

ADDRESS _____

CITY, STATE, ZIP _____

TELEPHONE _____ FAX # _____

E-MAIL ADDRESS _____

Authorized Representative (PLEASE PRINT OR TYPE)

SIGNATURE _____ DATE _____

THIS FORM MUST BE USED FOR PROPOSAL (2 PAGES)

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 _____ City & State _____ City & State
2. The above named entity is submitting a Proposal for the City of Lake City ITB-001-2014 described as PRICE CREEK WATER TREATMENT PLANT - NEW ACCESS ROAD CONSTRUCTION.
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

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**