



INVITATION TO BID
ITB-013-2013

Sealed bids will be accepted by the City of Lake City, Florida until Tuesday, April 23, 2013 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:

CONSTRUCTION OF FOUR (4) RACQUETBALL COURTS

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-013-2013), bid title (RACQUETBALL COURTS) the date and time (April 23, 2013 at 11:00 a.m.). 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 original plus one copy must be included and 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.

Request for additional information or clarifications must be made in writing to the Procurement Department. Facsimile or e-mail requests are acceptable. The Procurement Department will issue replies to inquiries and additional information or amendments deemed necessary in written addenda, which will be issued prior to the deadline for responding to this Invitation to Bid. Questions must be received no later than 4:00 PM, Tuesday, April 16, 2013.

Telephone: (386) 719-5816 or (386) 719-5818
Fax: (386) 755-6112
E-Mail: procurement@lcfla.com

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 working 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

SPECIFICATIONS

General Requirements:

- A. **SUMMARY OF WORK:** The City of Lake City shall accept sealed bids for the construction of four racquetball courts to be concrete masonry and other specified materials.
- B. **LOCATION:** Structure shall be located at the old City Pool location near the intersection of Lake Jeffrey Road and NW Desoto Street. (site location map attached)
- C. **PROJECT COORDINATION REPRESENTATIVE:** Shall be the City of Lake City Public Works Director.
- D. **PROJECT MEETINGS:** A pre-construction meeting will be scheduled before beginning construction on the project.
- E. **SUBMITTALS REQUIRED:**
1. Electrical lighting and service plan
 2. Platform viewing area design
 3. Fencing plan/ erosion control site plan
 4. Fencing attachment plan on walls
 5. Landscaping final plan
- F. **CONSTRUCTION FACILITIES:**
1. Placement of office, storage facilities, temporary electric and worker restrooms shall be the responsibility of the contractor and coordinated through the City's Project Manager.
 2. Material storage areas shall be coordinated with the City's Project Manager.

Site Work:

- A. **SCOPE:** Site work shall include grade elevations, final floor elevation, erosion control measures, project safety, and final grade and landscape measures.
1. **The City shall** provide final floor elevation grade for the project.
 2. **The City shall** provide details to establish final floor elevations with drainage details
 3. Erosion control measures shall be establishing final floor elevations with drainage details.
 4. Contractor shall be responsible for project safety, ensuring that all federal, state and local safety regulations are adhered to.
 5. Final exterior grading shall be provided by the Contractor.
 6. Final Landscaping shall be provided by the Contractor.

7. Contractor shall be responsible for fencing of project area and maintaining secure entry points during project times. Fencing shall be minimum six (6) foot high with openings not greater than six (6) inches in any one direction. Access openings shall be securable and locked during non-construction times.

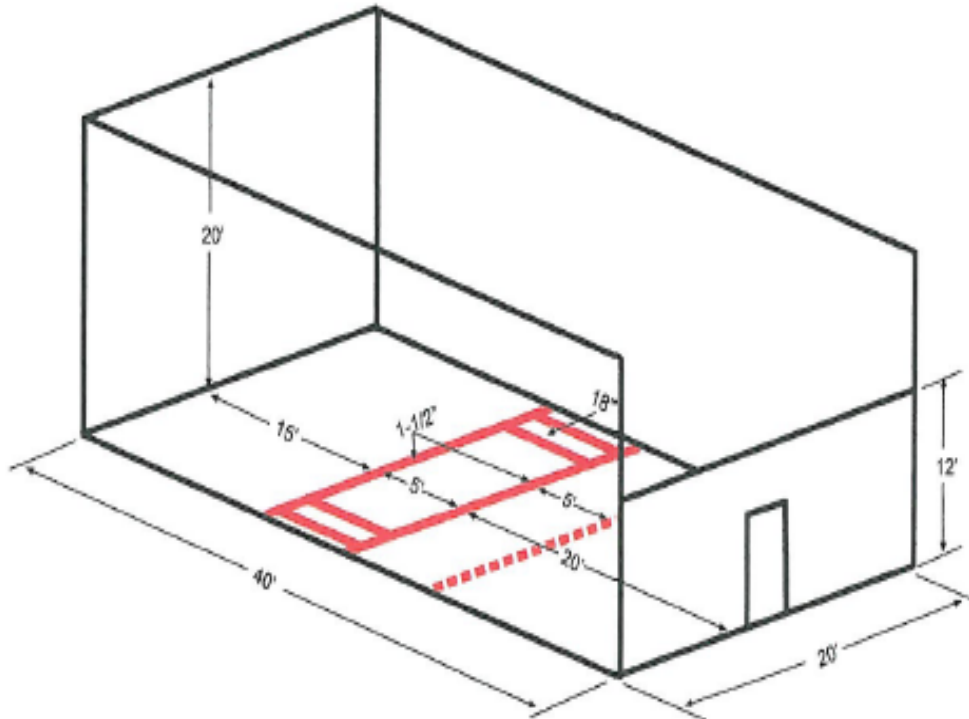
Concrete and Masonry:

1. Concrete in floor and foundations shall be minimum 3000 PSI with wire fabric and reinforcement as specified on plans.
2. Control joints in floor system shall be of metal key joint type. Cold joints in concrete shall not be allowed in floor system.
3. Floor system shall be provided with minimum six (6) mil vapor barrier per plans.
4. Alternate foundation system of monolithic design is an acceptable alternate on this project. If Monolithic design is used, bottom of footer shall be a minimum of eighteen (18) inches with a depth of minimum fourteen (14) inches, depth inclusive of floor slab. (Preferred for this project)
5. Wall reinforcement shall be installed at four (4) foot on centers with cells filled with minimum 2500 P-gravel type concrete at no greater than four (4) foot lifts.
6. Inspection ports shall be provided at floor level and line level for inspection prior to concrete installation.
7. Floor shall be level to within 1/8" tolerance. (nickel test)
8. Note plans for interior drainage front to back

Performance Specification:

A. General Configuration of the Court

The general configuration of the court shall be as shown below:



Court Dimensions and Tolerances:

A. Plan Dimensions

The plan dimensions of the court, measured 3 feet above the finished floor level shall be:

Length: 40 feet \pm 4 inches or 1.00%

Width: 20 feet \pm 3 inches or 1.25%

Height: 20 feet \pm 3 inches or 1.25%

B. Clear Height

1. The clear height above the finished floor level (e.g., the height to the underside of the lowest obstruction) over the whole of the court shall be not less than 20 feet \pm 3 inches.
2. The minimum rear wall shall be 12 feet + 1 inch above the finish court floor. The maximum height is 20 feet \pm 3 inches.

C. Verticality of Court Walls

The court walls shall be plumb vertically to within 1 inch in 20 feet at any place on the court.

D. Straightness of Court Walls

The walls of the court shall be straight to within $\pm 1\frac{1}{2}$ in the length of the side wall and 1 inch in the length of the front walls.

E. Plane of Court Walls

The walls of the court shall be plane and

- a. Have no indentions, holes or open joints more than $\frac{3}{32}$ inch in any dimension in the plane of the wall; and
- b. Have no variation from the true surface of more than $\frac{1}{8}$ inch in 12 inches.

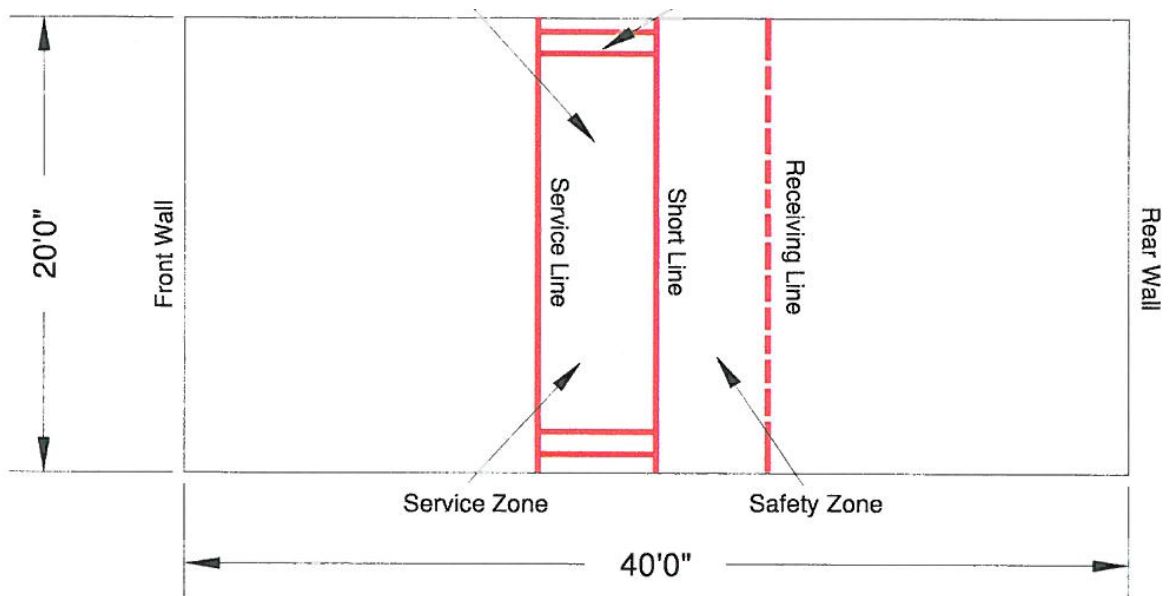
F. The Floor

1. The playing floor shall be within $\frac{1}{8}$ inch in any 10 foot radius.
2. Any joint in the floor finish shall be plane to within $\frac{1}{16}$ inch. Any open joint shall not be more than $\frac{3}{32}$ inch wide except that an expansion gap not more than $\frac{1}{8}$ inch wide is recommended at the junction of the floor and the side walls and not more than $\frac{3}{16}$ inch wide is recommended at the junction of the floor and rear walls.

G. Court Markings

1. All court markings are recommended to be $1\frac{1}{2}$ inches wide and colored bright red, white or black.
2. All court markings shall be plane to within $\pm \frac{1}{16}$ inch in 10 feet.
3. The maximum variation from the correct position of any court marking at any point shall not exceed $\frac{1}{4}$ inch.
4. Court dimensions
 - a. The dimensions shall be 20 feet wide, 40 feet long and 20 feet high with a back wall at least 12 feet high.
 - b. All surfaces shall be in play with the exceptions of any gallery opening or surfaces designated as court hinders.
5. Lines and zones- racquetball courts shall be divided and marked with lines $1\frac{1}{2}$ inch wide as follows:
 - a. Short Line: The back edge of the short line is midway between and is parallel with the front and back walls.
 - b. Service Line: The front edge of the short is midway between and is parallel with the front and back walls.
 - c. Service Zone: The service zone is the 5 foot area between the outer edges of the short line and service line.
 - d. Service Boxes: The service boxes are located at each end of the service zone and are designated by lines parallel with the side walls. The edge of the line nearest to the center of the court shall be 18 inches from the nearest side wall.

- e. Drive Service Line: The drive serve lines, which form the drive serve zone, are parallel with the side wall and are within the service zone. The edge of the line nearest to the center of the court shall be 3 feet from the nearest side wall.
- f. Receiving Line: The receiving line is a broken line parallel to the short line. The back edge of the receiving line is 5 feet from the back edge of the short line. The receiving line begins with a line 21 inches long that extends from each side wall; the two lines are connected by an alternate series of 6 inch lines (17 – 6 inch spaces and 16 – 6 inch lines).
- g. Safety Zone: The safety zone is the 5 foot area bounded by the back of the edges of the short line and the receiving line. The zone is observed only during the serve.
- h. Interior: All interior walls painted with exterior flat paint and a height of 12 feet.



Court Walls:

A. Construction of Court Walls

Each wall of the court shall be of the same construction over the whole of the playing area except as allowed on page 7, section D above.

B. Strength of Court Walls

The walls of the court and all components in them shall be capable of withstanding all the stresses which may be placed upon them in normal play as a result of the impact of balls, racquets and players, and shall not suffer any permanent or temporary damage as a result of these impacts.

C. Deflection of Court Walls

1. The walls of the court shall not deflect under the impact of the ball in normal play to such an extent or in such an extent or in such a manner that the rebound of the ball is affected.

2. The walls may deflect under the impact of players if it is necessary for their structural integrity that they should do so. The amount of any such deflections shall not exceed the appropriate limits specified below following an impact equivalent to that of a human body with a mass of 200 lbs. and a coefficient of absorption of 47% traveling at the moment of impact at a speed of 10 feet per second and striking the wall at right angles to it over an area of not more than 5.4 square feet at a height to the center of the impact area of 4.8 feet (\pm 2 inches) in the middle third of any panel on the wall or, in the case of a wall of homogenous construction over the whole of its area, in the middle third of the wall:

- a. in the case of glass walls: 1 – $\frac{1}{4}$ inch at the center of the impact area; and
- b. in the case of all other walls: $\frac{1}{4}$ inch at the center of the impact area.

3. Any wall which deflects as allowed by the above paragraph shall return to its original static position within one second of the initial impact and shall suffer no temporary or permanent damage as a result of the deflection.

D. Wall Finishes

All playing walls of the court shall have a hard smooth surface.

E. Color of Court Walls

All playing surfaces of the court are recommended to be of the same color and reflectance unless glass is used. If the back wall is a solid wall, it shall be of the same color and reflectance as the front and side walls.

F. Reflectance of Walls

The average reflectance of the front and side walls shall not be less than 80% at any point when in a clean condition.

G. Ball Rebound from the Court Walls

The ball shall rebound truly on striking all parts of the playing walls. The ball shall be consistent over the whole area of each wall.

H. Joints in Playing Surfaces

Any open joint in the finish of a wall for panel construction shall:

- a. not deflect the rebound of the ball in any way
- b. not be larger than 1/16 inch in the plane of the wall surface; and

I. Wall to Wall and Wall to Ceiling Junctions

There shall be no protrusions of any kind into the court at the junction of one wall with another other than a caulking bead having the same color as the court walls and ceiling for aesthetic appearance.

J. Wall to Floor Junctions

There shall be no protrusion of any kind into the court at the junction of any wall of the court with the floor. An expansion joint may be provided at the junction of any wall of the court with the floor but is recommended to not exceed the gaps described under page 7, section F.2.

Doors and Openings:

A. Position of the Door

The door to the court is recommended to be located in the center of the back wall and shall open into the court.

B. Inside Surface of the Door

1. The inside surface of the door shall be plane and shall be flush with the adjacent wall surfaces when the door is closed. It shall be fitted with a flush handle and a restraining device which shall stop the door from hitting the court walls when opened.
2. The door shall match the color, texture, and ball rebound characteristics of the adjacent wall surfaces as closely as possible and shall be fitted with a latch or other mechanism which will prevent the door from opening following the impact of a player with it on the court side.

C. Size of Door

The doors shall be 3 feet 6 inches wide and 7 feet high, commercial type steel doors with metal frames. Hardware shall be stainless metal type with tamper proof fasteners. Door opening assemblies shall be of lever type handles.

The Floor of the Court:

A. The Floor Finish

The floor finish is recommended to be hard, smooth, and have a degree of resiliency and provide a firm footing and normal play.

B. Resilience

1. The bounce of the ball shall be of even height and pace over the entire area of the floor.
2. When viewed from vertically above the line of the flight of the ball, the linear path of the ball shall not be affected when it bounces on the floor.

Lighting:

A. Lighting Installation

1. The courts shall be lit by artificial lighting. It is recommended a minimum of 100 foot candle consistent over the entire court area measured 3 feet above the court floor \pm 10% be used.
2. The walls of the court shall be lit in such a way as to appear evenly and uniformly illuminated.
3. The lighting shall be shadow-free and free from any stroboscopic effects. The fixtures shall be installed flush and be a playable surface having similar ceiling rebound qualities.

Specialties:

1. Fencing at top of walls shall be installed per plans (chain link).
2. Lighting shall be installed per plan location. Contractor shall provide plan to provide lighting system. System shall include timer for each court.

Special Construction:

1. Contractor shall provide design for a viewing platform to be installed on the Desoto Street side of structure inclusive of stairs at each side. Platform and walk way shall be designed to the minimum standards:
 - a. Design shall include an occupant load of 80 persons maximum.
(5 Sq. ft. per person)
 - b. Guardrails & handrails per code requirements.

Electrical:

1. Temporary Electric: Contractor shall be responsible for temporary construction power.
2. Contractor shall provide plan for lighting of courts. Plan and materials specifications shall be provided prior to construction and approved for acceptance by City representative.
3. Service panel shall be minimum 200 amps to be mounted on exterior wall. Location shall be coordinated with a Florida Power & Light representative.

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.

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.
1. 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 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. It is the expectation of the

City that one invoice will be submitted by the Contractor upon completion. Payment to Contractor will be made within thirty (30) calendar days of receipt of invoice, assuming there are no contested amounts with the invoice.

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. All change orders to the scope of work or additional work must be in written form, initiated by the contractor.
2. All changes or additions will be approved by the City of Lake City prior to work being performed.

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 not a requirement of this bid.

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. 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.

PROPOSAL

Item I: CONSTRUCTION OF FOUR (4) RACQUETBALL COURTS

\$ _____

_____ dollars and _____ cents

FIRM NAME _____

ADDRESS _____

CITY, STATE, ZIP _____

TELEPHONE _____

FAX # _____

E-MAIL ADDRESS _____

Authorized Representative (PLEASE PRINT OR TYPE)

SIGNATURE _____

DATE _____

THIS FORM MUST BE INCLUDED WITH 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:
 - 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

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**