



INVITATION TO BID
ITB-017-2011

Sealed bids will be accepted by the City of Lake City, Florida, until Thursday May 12, 2011 at **11:00 A.M.** in the Purchasing & Contracting Department located on the 2nd floor in City Hall, 205 N Marion Avenue, Lake City, Florida 32055. Any bids received after the above time will not be accepted under any circumstances. Bids received after the due date and time will be returned unopened. 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. on Thursday, May 12, 2011 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 the installation of:**

CATHODIC PROTECTION DEEP ANODE

Mandatory Pre-Bid Conference will be held on Thursday, April 28, 2011 at 10:00 A.M. in the City Council Chambers located on the second floor of City Hall, 205 N. Marion Avenue, Lake City, FL. 32055. Bids received from any vendor that did not attend the mandatory pre-bid conference will be returned un-opened.

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: Purchasing & Contracting
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-017-2011), bid title (Cathodic Protection Deep Anode) the date and time (May 12, 2011, 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.**

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 submitted in writing and directed to the Purchasing Director. 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 May 5, 2011 by 5:00 P.M.** Questions received after this date and time will not be considered. Questions may be submitted via e-mail to purchasing@lcfla.com, hand delivered or by mail to City of Lake City, Purchasing & Contracting 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.

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 bid opening. 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.

Bids may not be withdrawn for a period of 60 days after the scheduled closing time for receipt of 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

“SCOPE OF WORK”

Sealed bids will be accepted by the City of Lake City, Florida for the installation of a deep anode cathodic protection systems to cathodically protect the underground natural gas distribution piping.

The work consists of furnishing all labor, equipment and materials, and performing all operations necessary to complete the following:

Energize, adjust, and verify operation of the cathodic protection system after installation.

The cathodic protections systems shall be installed, energized and tested by a firm regularly engaged in the field of cathodic protection and have a documented history of deep anode installations.

Unless otherwise indicated in writing by the City, material under these specifications shall be considered standard products of manufacturers regularly engaged in the production of cathodic protection equipment and material and of the manufacturers latest approved standard design.

A. CONTRACTOR’S RESPONSIBILITY:

1. The contractor shall maintain at all times during construction work, a qualified supervisor to direct the construction activity activities and interface with the owner’s representative, as required
2. Contractor shall submit to owner for approval, a complete list of material and equipment. The list shall include catalog numbers, cuts, diagrams, drawings, and other descriptive data required by the owner

B. CITY’S RESPONSIBILITY:

1. AC power to the rectifier unit.
2. Easements and permits as may be required.
3. Storage area for materials.
4. Provide drawings that indicate the general arrangement of the cathodic protection systems.

“TERMS AND CONDITIONS”

A. LICENSES/QUALIFICATIONS:

1. All Contractor's together with any Sub-Contractor's 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. Contractor’s qualifications including equipment to be used for this project will be subject to review and approval by the City prior to award of bid. Contractor 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 Contractor's indemnification, it is agreed that the successful Contractor will purchase at their expense and maintain in force at all times during the performance of services under this agreement the following insurance. Where specific limits are shown, it is understood that they must be the minimum acceptable limits. If successful Contractor's policy contains higher limits, the City of Lake City will be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the City naming the City of Lake City as additional insured. These certificates must provide a ten (10) calendar day notice to the City in the event of cancellation, non-renewal or a material change in the policy.
2. Statutory Workers Compensation insurance as required by the State of Florida.
3. 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.
4. 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 \$100,000.00 property damage.

C. INDEMNITY:

1. Successful contractor will indemnify and hold Owner and Owner's agents (engineer, surveyors, etc.) harmless from any loss, cost, damage or injury sustained by any persons (s) as a result of the actions of employees or officers of the Contractor, 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, liquated damages will be paid to the Owner at the amount not to exceed actual damages incurred by the City per day.

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 Executive Director of Utilities
3. In the event additional days are awarded the contractor must notify the City of Lake City Purchasing & Contracting Department at the beginning of work stoppage and each succeeding day until work can be safely resumed.

F. CONTRACT:

1. The successful Contractor must execute and return the contracts within five (5) calendar days of issuance of Notice of Award.

G. SCHEDULE:

1. Upon receipt of all required documents a Notice to Proceed will be issued.
- 2, The successful Contractor must complete work within thirty (30) calendar days of Notice to Proceed.

H. PAYMENT:

1. Payment for completed project will be based on: (a) City's acceptance of work, and (b) submitted evidence satisfactory to the City that all payrolls, materials, bills, and indebtedness connected with the work have been paid, if requested by the City. The City may withhold an amount as may be necessary to pay such claims for labor and services rendered and materials involved with the work. It is the expectation of the City that one invoice will be submitted by the Contractor. 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. EXPERIENCE/REFERENCES:

1. Contractor must include information on similar projects.
2. Bidders must provide with their proposal 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 (5) five references for projects which are similar of nature and have been successfully completed within the last three (3) years. 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. Notify the City of Lake City 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 Purchasing & Contracting 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

M. OR EQUAL:

Where brand names and/or numbers are specified, it is understood that “or equal” shall apply. The brand names have been used only to describe the standard of quality, performance, and characteristics desired. However, if bidding an “equivalent to the brand specified, it is mandatory that bidder furnish no later that deadline for questions, May 5, 2011 @ 5:00 P.M., detailed literature and/or specifications to be used in evaluation of products. The Owner will review the alternate product and if acceptable will issue an addenda if approved.

“SPECIFICATIONS”

PRODUCTS

Rectifiers

The rectifier shall be manufactured by Universal Rectifiers Model No. ASAI-60-15-ABC.

APPLICABLE STANDARDS

NEMA Publication No. MR 20-1958, reaffirmed by NEMA 1971-Semiconductor Rectifiers, Cathodic Protection Units

NEMA Standard Publication No. 250-1979, including Rev. No. 1 – December 1980, Enclosures for Electrical Equipment (1000 Volts maximum)

GENERAL

The AC input of the rectifiers shall be 115/230 – single phase – 60 Cycle. Overall efficiency shall exceed 65% at the full output of the rectifier. Life expectancy of the rectifier shall be greater than 10 years when operated at nameplate rating in an ambient temperature of 50° C (122° F).

ENCLOSURE

The rectifier case shall be NEMA 3R, completely weatherproof for outdoor use. The case shall be constructed of not less than eleven gauge steel. All fabrication welds shall be clean and smooth. The entire case shall be hot dip galvanized per ASTM-123. The cabinet is to be equipped with a suitable pole mounting channel or base mounting legs welded to the case prior to galvanizing. Screens in the ventilation openings at the top and bottom of the case shall be double zinc plated. The front door shall be hinged on one side and have a positive locking device capable of taking a lock with a 3/8” diameter shank. In addition to the front door, the left side panel of the case shall be hinged and easily removable. The case shall have a slide out rack assembly for accessibility. A grounding lug to accommodate a #4 wire shall be provide on the outside of the cabinet.

RECTIFYING ELEMENTS

The rectifier stack shall consist of high current density selenium cell arranged to give full wave rectification. Ratings shall be within the manufacturer’s recommended current rating for continuous operation with a 50 degrees C ambient temperature. The RMS voltage rating of the rectifier stack shall be sufficient to withstand, without damage, the full output of the transformer secondary when the load is disconnected from the D. C. terminals, i.e., under open circuit conditions.

When silicon is used as the rectifying element, current rating for continuous operation shall be for 50 degrees C. ambient and the PRV rating of the diodes shall be at least 1200 PIV. The diodes shall be protected against high voltage surges with selenium surge

suppressors. Current and voltage shall be de-rated for higher ambient temperature, where required, and in accordance with the manufacturers recommendations.

PROTECTIVE DEVICES

The entire unit is to be protected against overload and short circuit with a fully magnetic circuit breaker of proper rating connected between the A.C. supply and transformer primary. Circuit breakers shall have two poles for single phase units and three poles for three phase units. In the case of 100 amp or less silicon rectifiers, single pole, fully magnetic circuit breakers shall be inserted in one leg of the A.C. secondary of single phase units and in at least two of the secondary legs of a three phase unit. All units above 100 amps shall be bolt in style fuses and shall not rely on pressure type fuse holders.

D.C. METERS

One D.C. voltmeter and one D.C. ammeter shall be provided. Each will have an accuracy of 2% full scale. Hoyt # 17/3 meters or approved equal shall have minimum scale lengths of 1 5/8". The ammeter shall be connected to an external shunt with an accuracy of at least 1%. The shunt shall be plainly marked to show ampere rating and millivolt drop. This shunt is to be mounted on the front panel of the rectifier so as to be readily accessible for meter accuracy checks.

D.C. TERMINALS

Solderless lugs rated for full rectifier output current shall be provided for the positive and negative output terminals of the rectifier and shall be mounted on an insulated panel. Output terminals shall be clearly identified on the panel as "Positive" and "Negative".

WIRING AND CONDUCTORS

All wiring within the rectifier, except the meter circuits, shall be of the high temperature motor lead wire with a minimum of 105 degrees C rating. Wire size shall be based on not less than 500 circular mils per ampere. All current carrying bolts, terminals and connections made through the panel shall be either soldered to the bolt head or made by use of double nut method, so as not to depend on the compression strength of the panel to maintain a tight connection. Tap changing studs and output lugs shall be a minimum of 5/16" diameter.

RECTIFIER DATA

Each rectifier shall be provided with an engraved metal nameplate with the following information:

- | | |
|-------------------------|------------------------|
| 1. Name of manufacturer | 5. Phase |
| 2. A.C. input voltage | 6. D.C. output volts |
| 3. A.C. input amperes | 7. D.C. output amperes |

4. A.C. frequency
C.

8. Ambient temperature in degrees

In addition to this a waterproof envelope, placed in a suitable holder in the rectifier door, shall contain a complete wiring diagram, operating and maintenance manual and a copy of the test data obtained on the final bench check out of the rectifier.

INSTRUMENT PANEL

Phenolic grade XXX, non- conductive, moisture resistant, specifically designed for panel board use.

Anodes

The anodes shall be LIDA One Mixed Metal Oxide Anodes, which have a tubular geometry with the dimensions of 1.00 inches in diameter and 60.00 inches long.

Anodes shall be classified as composite anodes, consisting of a titanium base and a mixed metal oxide electro catalytic coating. The coating shall be applied by thermal decomposition of Group VIII metal salts that have been sprayed onto the titanium substrate.

Properties of the Electro-Catalytic Coating

The electro catalytic coating shall have the following properties:

A crystalline structure, with a density ranging between 6-12g/cm³.

A metallic type of conduction: the resistivity shall be in the order of 0.00001 ohm-cm.

Current Density and Anode Life

The anode shall be dimensionally stable and have the current capacity of 4.5 amps for 20 years in petroleum coke breeze.

Anode Cable

Electrical Data – The cable shall have a DC current rating of 50amps, with a copper cross section of No. 6 AWG, stranded tinned annealed copper.

Insulation Data – The insulation shall have of two (2) insulation layers and be PVDF/HMWPE chlorine resistant insulated cable.

The inner layer shall be PVDF fluoropolymer with a thickness of 20 mils.

The outer layer shall be high molecular weight polyethylene with a thickness of 65 mils.

Anode-to-Cable Connection

The anode-to-cable connection shall be made at the center of each anode and have an electrical resistance of less than 0.001 ohm. The electrical connection shall be a crimped connection. To assemble the electrical connection components before crimping; two solid, silver-plated, copper half-sleeves are positioned into the center of the tubular anode over bare conductor of the #6 cable. A one-piece copper sleeve is then positioned over the outside of the tubular anode in the crimp area. This entire assembly then is placed in the crimping dies and is crimped with a minimum of 50 tons of hydraulic pressure.

Anode Quality Assurance

Anode connections (anodes and cable) shall be assembled by a qualified manufacturer of products and shall undergo 100% quality control testing on all components before leaving the factory including:

- Helium leak test and pressure test to check each cable, anode seal.
- Electrochemical test on the mixed metal oxide coating
- Electrical resistance test on the cable-to-anode connection.

Anode-to-Earth Contact Backfill

The backfill shall be Loresco SC3 and has the characteristics of being blended carbon, surface modified, and sized, with surfactants added. The maximum particle size to be 1.0mm, with a bulk density of 74lbs. per cubic foot.

The backfill shall meet the minimum following chemical analysis:

Fixed Carbon	99.54 + %
Ash	0.41%
Moisture	0.05%
Volatiles	0% (950 degrees C)

Anode Vent Pipe

The anode vent pipe shall be Loresco All Vent and is manufactured from PVC, schedule 40, and have a nominal inside diameter of 1-inch with an outside diameter of 1.32 inches. Vent openings shall be placed to allow 360 degrees venting ability without a loss of pipe strength. Vent opening shall be 1.5 inches in length with a width of .006 inches. Vent openings shall be parallel to the longitude centerline of the pipe, with center-to-center spacing to 6 inches.

Environmental Earth Seal

The earth seal shall be Loresco Perma Plug, which is permanent non-porous molding clay.

The seal shall be manufactured from naturally occurring Bentonite, with no additional chemicals or additives.

Rectifier-to-Structure (Negative) Cable

Cable to be direct burial, cathodic protection cable, No. 4 AWG, stranded, copper, single conductor with high molecular weight polyethylene insulation.

Cable-to-Structure Connection

The cathodic protection cable shall be attached to the gas piping by using the thermite weld process.

Thermite Weld Coating

Thermite welds shall be protected by using the Royston Handicap System. This system includes priming the thermite weld areas with an elastomer resin based formulation primer, and then covering the thermite weld with a molded plastic cap filled with corrosion resistant compound on a base of thick elastomeric tape.

D.C. Electrical Conduit

D.C. electrical conduit and fittings shall be either conduit grade PVC and/or rigid galvanized steel, conforming to all codes and ordinances.

EXECUTION AND INSTALLATION

Deep Anode System

Each deep anode ground bed shall be mud, and or sonic – rotary drilled, 8-inch diameter to a depth of 250 feet or to the top of the underlying hard bedrock. A 8-inch PVC casing shall be installed in the top forty (40) feet of the drilled hole if required to maintain circulation or blowouts.

The vent pipe is to be assembled by first securing the end cap on the bottom of the first PVC joint. The end cap should have three ¼” holes drilled into it. Add vent pipe joints by gluing couplings together until there is at least 20 feet of vent pipe above the shallowest anode. Add enough solid PVC pipe to reach ground level.

Anodes are to be assembled to the 1” vent pipe using ventralizers. This will be done by attaching two ventralizers to each anode at the end of each anode and then to the vent pipe. The anode is properly positioned to the proper depth before the ventralizer clamps are fully tightened. All cables are taped to the vent pipe six inches (6”) above and six inches

(6") below each anode. Tape is also installed between anodes at ten-foot (10') intervals to hold the anode lead wires in close contact to the vent pipe. The taping operation shall include ten (10) wraps of ¾ inch vinyl plastic tape. The entire pre-assembled vent pipe/anode assembly is then lowered in to the drilled 8" diameter by 250' deep hole.

Earth Contact Backfill

The backfill shall be mixed into a slurry mixture of seven (7) gallons of water per 100 pounds of backfill, in a 100 gallon or larger capacity mixing tank. The mixture shall be pumped into the hole from the bottom up, by the means of one (1 1/4") inch pumping pipe. Once pumping is commenced, it should not be interrupted until all backfill is in place. The backfill pumping pipe must be in place prior to the installation of the anodes and vent pipe. Allow coke breeze to settle overnight. Top off the hole to within 20' of the top with coke breeze by pouring it in from top of hole.

Environmental Earth Seal

The environmental earth seal shall be installed by pouring the product from the top of the hole. The product shall seal a 10' column on top of the backfill column. The backfill column shall be allowed to settle overnight or a minimum of 8 hours prior to the installation of the earth seal.

Excavation, Trenching and Backfilling

Complete excavation of gas lines by machine will not be permitted. The last foot of fill material shall be removed by hand excavation.

Provide shoring and/or sheeting where excavation or field conditions do not allow adequate slope for banks.

Trenching excavation for cable installation shall be made as narrow as practical, but width should allow proper compaction. Trenches shall not be widened by scraping or loosening materials from the side. Every effort shall be made to keep the sides of the trenches firm and undisturbed until backfilling has been completed and consolidated.

Depth of trench. Trenches shall be excavated to a depth that will allow the cable to be laid at a minimum depth of twenty-four (24) inches.

Backfilling shall be accomplished in such a manner that no damage is done to the pipe coating or the cable insulation.

Native backfill may be used. However, any rocks or debris encountered that might damage the pipe coating and/or cable insulations, must be removed from the backfill.

Compaction of backfill shall be to 95% of ASTM D 1557 maximum in sandy soils. In soft, weak or wet soils, tamp backfill to consolidate and densify the material.

Reconditioning of Surfaces

Surfaces disturbed during the excavation of gas lines or the installation of direct burial cable shall be restored to their original elevation and condition. Sod or top soil shall be preserved carefully and replaced after the backfilling is completed. Sod that is damaged shall be replaced by sod of quality equal to that removed. Where the surface is disturbed in a newly seeded area, the restored surface shall be reseeded with the same quantity and formula of seed as that used in the original seeding.

Cable-to-Pipe Connection

All cable connections to the pipe shall be made utilizing thermite weld connections, with size CA-15 charges. Prior to making the connection the pipe shall be cleaned to a bright metal by means of scraping and filing. Welding procedure shall be in accordance with manufacturer's instructions. After the connection has been made it shall be primed and covered with a heavy coat of mastic type coating.

Rectifier Units

Actual rectifier DC output voltage required shall be determined by final ground bed to pipe resistance. Rectifiers shall not be ordered until required DC voltage has been determined. Rectifier, pole, and hardware installation shall comply with local and national electric codes. AC power to the rectifier units shall be furnished and connected by owner.

PROPOSAL

CATHODIC PROTECTION DEEP ANODE

\$ _____

_____ dollars and _____ cents

FIRM NAME _____

ADDRESS _____

CITY, STATE, ZIP _____

TELEPHONE _____

FAX _____

E-MAIL _____

Authorized Representative (Please Print or Type)

SIGNATURE _____

DATE _____

LENGTH OF TIME IN BUSINESS _____

THIS FORM MUST BE USED FOR PROPOSAL

REFERENCES

As per the General Specifications Section, below is a list of at least five (5) 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: _____
Length of time services provided: _____
2. Company Name: _____
Address: _____
Business Phone #: _____
Contact Person: _____
Length of time services provided: _____
3. Company Name: _____
Address: _____
Business Phone #: _____
Contact Person: _____
Length of time services provided: _____
4. Company Name: _____
Address: _____
Business Phone #: _____
Contact Person: _____
Length of time services provided: _____
5. Company Name: _____
Address: _____
Business Phone #: _____
Contact Person: _____
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 management of the entity, nor any affiliate of the entity have been charged with an convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with, and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies)

_____There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing

officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

_____The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

_____The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services)

Signature: _____ Date _____

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority, _____ who after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____ 20_____.

Notary Public, State at large

My Commission Expires:

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CONFLICT OF INTEREST STATEMENT

STATE OF FLORIDA, CITY OF _____

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

- 1. I am the _____ of _____ with a local office in _____ and principal office in _____ and principal office in _____.
- 2. The above named entity is submitting a Proposal for the City of Lake City **ITB-017-2011 CATHODIC PROTECTION DEEP ANODE**. 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 any one 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 any one 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

and Title 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 _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 20____.

Notary Public, State of Florida My Commission Expires: _____

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

_____ **PLEASE INITIAL**