



INVITATION TO BID
ITB-023-2012

Sealed bids will be accepted by the City of Lake City, Florida, until Tuesday, July 3, 2012 at **11:00 A.M.** in the Procurement 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. Any uncertainty regarding the time a bid is received will be resolved against the Bidder. Bids will not be accepted via fax.

SUBMERSIBLE PUMP STATION NO. 00

A Mandatory Pre-Bid Conference will be held on Monday, June 18, 2012 at 2:00 P.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 unopened.

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
ATTN: Procurement Department
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-023-2012), bid title (SUBMERSIBLE PUMP STATION NO. 00) the date and time (JULY 3, 2012, 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 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 **Monday, June 26, 2012 by 4:00 P.M.** Questions received after this date and time will not be considered. Questions may be submitted via e-mail to procurement@lcfcla.com, fax 386-755-6112 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.

Any Bidder desirous of protesting a bid for any reason must file a written notice of protest with the City Manager's office within three (3) working days of public posting. All protests will be in writing stating the bid being protested and the specific reason of the protest. All protests 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

Grayson Cason
Assistant City Manager

SEALED BIDS WILL BE ACCEPTED BY THE CITY OF LAKE CITY, FLORIDA FOR PERFORMING ALL OPERATIONS IN CONNECTION WITH THE CONSTRUCTION OF WASTEWATER PUMPING STATION NO. 00 AND APPURTENANCE FACILITIES.

PART 1 – GENERAL

SCOPE

The work included under this section consists of furnishing all labor, equipment, supplies and material necessary for performing all operations in connection with construction of Wastewater pumping Station No.00 and appurtenance facilities in accordance with specifications including the tying of existing gravity mains and by-pass pumping. It shall be the Contractor's responsibility to coordinate work duties in full cooperation with the City's Utilities Department resulting in construction of a complete functional facility. The City's efforts to install temporary and permanent electric power facilities shall not be hindered.

SUBMITTALS

- A. Material List:
Submit complete list of materials to be incorporated into the project.
- B. Manufacturer's literature including application instructions and Material Safety Data Sheets (MSDS).

SCHEDULE

- A. Contractor shall furnish the required submittals within ten (10) days of executing the agreement with the City.

CONTRACTOR'S QUALIFICATIONS

- A. Contractor must have been regularly engaged for the past five (5) years in the construction/installation of major components of wastewater pump station systems of type and scope required for this project.

GENERAL REQUIREMENTS

- A. Applicable codes, standards, and specifications: The work shall be in strict accordance with the following codes and standards:
 - 1. Utilities, Local, County, and Municipal codes and regulations.
 - 2. Occupational Safety and Health Standards (OSHA).

WARRANTEE

- A. Contractor shall provide unconditional extended warrantee on installation of wastewater pump station wetwell, valve vault, pump guide rails and piping. Contractor's warrantee shall be for a period of twelve (12) months after acceptance of installation by the City. The Contractor shall guarantee that the installation performed will not result in undo settling of the structures and be free from defects of material and workmanship, i.e. resulting in leakage.

LICENSES/QUALIFICATIONS:

- A. 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.
- B. Contractor must have been engaged for the past five (5) years in the construction/installation of major components of wastewater pump station systems of type and scope required for this project.

INSURANCE:

- A. 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.
- B. Statutory Workers Compensation insurance as required by the State of Florida.
- C. 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.
- D. 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.

INDEMNITY:

- A. 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.

LIQUIDATED DAMAGES:

- A. 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 rate of \$100.00 per day, not as a penalty, for all work awarded under the contract until work has been satisfactorily completed.

SPECIAL CONDITIONS:

- A. Extended time may be allowed for the completion of this project due to inclement weather and/or force majeure.
- B. 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.

- C. In the event additional days are 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.

CONTRACT:

- A. The successful Contractor must execute and return the contracts within ten (10) calendar days of issuance of Notice of Award.

SCHEDULE:

- A. Upon receipt of all required documents a Notice to Proceed will be issued.
- B. The successful Contractor must begin work within ten (10) calendar days after the issuance of Notice to Proceed.
- C. The successful Contractor must complete all work within thirty (30) calendar days of Notice to Proceed.

PREBID CONFERENCE:

- A. Bidder is required to attend a MANDATORY Pre-bid conference on Thursday, June 14, 2012 in the City Council Chambers located on the second floor of City Hall, 205 N. Marion Avenue, Lake City, FL 32055. Bidders submitting their bid without first attending said Pre-bid Conference and participating in pump station site inspection shall not be considered for bid award.

PART 2 - PRODUCTS

EQUIPMENT

- A. Owner supplied equipment: Lake City Utilities shall have on-site for use by the Contractor for installation:
 - 1. Precast liftstation wetwell sections for wastewater liftstation.
 - 2. One (1) Precast concrete valve vault with top.
 - 3. All necessary valves, piping, and hardware as required by Contractor, see part1;section A (Submittals).
- B. Contractor supplied equipment: Contractor shall supply on-site and use as necessary:
 - 1. Lifting crane for installation of precast concrete sections on site of Liftstation No. 00.
 - 2. All hand and power tools for installation of valves, piping and hardware as necessary.
 - 3. All site/project dewatering equipment and materials as warranted.
 - 4. All necessary equipment needed for by-pass pumping of wastewater.
- C. Elevations and lift requirements shall be as set forth in the contract documents.

STRUCTURES

- A. Watertight integrity: The station shall be constructed so that all portions below ground surface are completely watertight.

WETWELL, VALVE VAULT AND APPURTENANCES

- A. Wetwell sections and Valve Vault are to be supplied and delivered to site by Owner.
- B. All openings for pipes shall include "Kor-N-Seal" boots for all the pipe sizes to be installed. Boots shall be provided by the Owner.
- C. Joint Sealer shall be "Ram-Nek" pre-molded plastic, as manufactured by K.T. Snyder Company, Houston, Texas or approved equal as determined by the Owner. The joint sealer shall be provided by the Owner and is to be installed by the Contractor in accordance with manufacturer's specification.
- D. Materials for use in the installation of wetwells and valve vaults are to be provided by the Contractor and shall be as follows:
 - 1. Non-Shrink -Mortar. All holes in sections used for their handling shall be thoroughly plugged with "Embecol No. 167 Mortar" or approved equal non-shrinking mortar, to be determined by the Owner, applied and cured in strict conformance with the manufacturer's recommendations so that there shall be zero leakage through openings. The mortar shall be finished smooth and flush with the adjoining interior and exterior wetwell wall surfaces.
 - 2. Cement shall be Type II Portland Cement conforming to ASTM Designation CISO.
 - 3. Sand shall comply with SPECIFICATIONS FOR AGGREGATE FOR MASONRY MORTAR, ASTM Designation C144, except that all sand shall pass a No.8 Sieve.

PART 3 - EXECUTION

GENERAL REQUIREMENTS

Installation of pump station shall be as specified in the bid documents and in complete cooperation with City forces. Installation shall comply with the manufacturers recommendations. The Contractor shall provide the necessary labor and materials to install the pump station including wastewater pump guide rails and piping at and from pump station to force main. Connection to force main is also to be performed by Contractor. Station electrical hook-up and service is to be performed/provided by others.

INSTALLATION

- A. Dewatering shall include surface of project site and excavated area as necessary.
- B. Backfill of material under the valve vault or wetwell base shall be performed with a crushed shell or gravel bedding. The bedding shall be brought up to the bottom elevation of the structure in maximum six inch (6") loose thickness lifts. Each lift is to be compacted to ninety-eight percent (98%) of the density defined and measured in AASHO T-180 (ASTMD-1557).
- C. The above procedures for undercutting and placing compacted bedding shall extend under the pipes installed for the full distance disturbed by the construction, or to the limits indicated by the on-site observer.
- D. Setting precast concrete sections shall be executed so as to be vertical and in true alignment.
- E. Placing the first precast riser in a poured in place base (should this procedure be utilized) shall be accomplished by suspending the ring from a crane overnight with

- a depth of embedment being one and three quarters inches (1-3/4") or as otherwise approved by the City Utilities Department.
- F. Joint surfaces of the base or previously set section shall be sealed with remolded plastic joint sealer equal to "RAM-NEK" in accordance with the manufacturer's recommendations. Joint shall be pre-primed. Grouted seals are not acceptable as an alternate.
 - G. Holes in sections used for their handling shall be thoroughly plugged with non-shrinking mortar. The mortar shall be finished smooth and flush with the adjoining surfaces and be watertight.
 - H. Wetwell and valve vault covers shall be installed according to manufacturer's recommendations.

TESTS

- A. Before acceptance by the Owner (operator), the Contractor shall conduct an operating test for approval. The station shall be demonstrated to operate in accordance with the requirements of the Contract documents.

PART 4 – TERMS AND CONDITIONS

H. PAYMENT:

- 1. Payment shall be made on a unit price basis and 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. 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. Bidder 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 (3) three 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. 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 not a requirement of this bid.

M. OR EQUAL:

1. 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 than the deadline for questions, June 14 2012 at 4:00 P.M., detailed literature and/or specifications to be used in evaluation of products. The Executive Director of Utilities will review the alternate product and if acceptable will issue an addendum.

N. 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)

O. 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>.

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

Item I: CONSTRUCTION OF WASTEWATER PUMPING STATION NO. 00 AND APPURTENANCE FACILITIES.

\$ _____

_____ dollars and _____ cents

FIRM NAME _____

ADDRESS _____

CITY, STATE, ZIP _____

TELEPHONE _____

FAX _____

E-MAIL _____

Authorized Representative (Please Print or Type)

SIGNATURE _____

DATE _____

THIS FORM MUST BE USED FOR 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

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-023-2012** described as **Submersible Pump Station No. 00**.
3. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
7. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Lake City.
9. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of lake City.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Lake City.

DATED this _____ day of _____ 20_____.

(Affiant)

Typed Name and Title

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

Personally Known _____ Or produced identification _____.

Identification type: _____

Notary Public-State of _____

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

My commission expires _____.

THIS FORM MUST BE INCLUDED WITH PROPOSAL

DISPUTES DISCLOSURE FORM

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

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES _____ NO _____

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO _____

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO _____

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

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

Firm _____ Date _____

Authorized Signature _____ Printed or Typed Name and Title _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

DRUG FREE WORKPLACE CERTIFICATE

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

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

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

Authorized Signature

Date Signed

State of Florida

County of _____

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

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

Signature of Notary

My Commission Expires: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL
NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____, being duly sworn, deposes and says that:

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

SIGNED _____

TITLE _____

Sworn to and subscribed before me this ____ day of _____ 20__.
Personally known _____ or Produced Identification _____
(Specify type of identification)

Signature of Notary
My Commission Expires: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No:

Project Description:

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

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

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

Contractor/Proposer/ Bidder Company Name:

Authorized Company Person's Signature:

Authorized Company Person's Title:

Date: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF LAKE CITY

BIDDER'S CHECK LIST

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

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

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

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

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

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

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

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

FORMS

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

_____ **PLEASE INITIAL**