



**INVITATION TO BID  
ITB-025-2012**

Sealed bids will be accepted by the City of Lake City, Florida until **Tuesday, August 28, 2012 at 11:00 A.M.** local time in the Procurement Department located on the 2<sup>nd</sup> 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. Bid opening will be promptly at **11:15 A.M.** in the City Council Chambers located on the 2<sup>nd</sup> floor of City Hall, at which time all bids will be publicly opened and read aloud for:

**WATER QUALITY SAMPLING AND LABORATORY TESTING**

**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-025-2012, bid title WATER QUALITY SAMPLING AND LABORATORY TESTING the date and time Tuesday, August 28 2012 @ 11:00 AM. The bid proposal must be in a sealed envelope INSIDE the delivery package with the same information as listed above. All bid proposals which are hand delivered or delivered through regular mail by the United States Postal Service must have all the same information as listed above on the OUTSIDE of the sealed envelope. Failure to comply may be reason to reject the bid.**

One original plus one copy must be included and must be addressed to the following:

City of Lake City  
Attn: Laurette Burks  
Director of Procurement  
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

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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 P.M., Tuesday, August 21, 2012.

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

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.

Respondents to this solicitation or persons acting on their behalf may not contact 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 will be grounds for disqualification.

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

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Wendell Johnson  
City Manager

## TERMS AND CONDITIONS

THE CITY OF LAKE CITY WILL ACCEPT PROPOSALS FOR AN ANNUAL CONTRACT FOR WATER QUALITY SAMPLING AND LABORATORY TESTING FOR THE CITY OF LAKE CITY WASTEWATER TREATMENT PLANT AND SPRAYFIELD.

### PART I:

#### A. GENERAL:

1. The laboratory will furnish all labor and materials to field sample certain items as requested by the City. The Successful Bidder must provide all sample containers for samples collected by the City and delivered by the Bidder to the City laboratory, perform laboratory testing for all of the items identified herein and report the findings. Analytical results shall also be available on the web within a reasonable time frame, in PDF and HTML format. Bidders must demonstrate ability to provide data and applicable invoices on the web prior to bidding and all results must be available on the web for the duration of the contract and up to 6 years after expiration of said contract. Unit prices for tests are to include all labor, transportation, freight overhead, chemical, equipment, tools, capital and administrative cost.
2. Quantities of test shown on the bid form are the expected number of test required during the first year of the contract. The City reserves the right to require more or less testing at the same unit price for each item.
3. The laboratory must be available to collect samples upon notice within a three (3) hour time frame 7 days per week.

#### B. SUBMITTALS:

1. The laboratory will furnish a copy of their current certification with the Department of Health (DOH) prior to starting work.
2. Four (4) copies of all laboratory analysis will be furnished for all testing performed. Testing methods will be identified as requested by the Department of Environmental Protection (DEP) or the City.
3. Reports will be prepared to meet the requirements of Florida Administration Code (FAC) 62-550.730, reporting requirements.

C. LABORATORY QUALIFICATIONS:

1. The laboratory will have current certifications from the DOH in accordance with Section 403.863, Florida Statutes, and will remain current during the contract period.

D. LABORATORY REPORTS:

1. All laboratory results must include Department of Environmental Protection/Environmental Protection Agency (DEP/EPA) maximum contaminant levels (MCL) for each parameter tested.

E. FIELD SAMPLING AND LABORATORY TESTING:

1. When sampling monitoring wells, static water level in each well will be recorded prior to the evacuation of the well for sample collection. Measurement of water elevation will be referenced to National Geodetic Vertical Datum (NGVD) at the precision of plus or minus 0.01 feet and be reported as compared to sea level elevation. This information will be submitted with each quarter's analytical results. Wells must then be purged as required prior to sampling. Groundwater sampling results will be submitted on DEP form 62-620.910 (29Nov94 or latest revision supplied by the city), or a facsimile thereof and emailed to the City's designated representative. Compliance with groundwater standards must be determined by analysis of unfiltered samples.
2. Sampling and testing includes field sampling, sampling apparatus, decontamination procedures between sample locations, sample containers, preservation and transportation of sample to laboratory, reporting field and lab results tabulated and contaminate name, sample level and state MCL.
3. Laboratory work will be done in accordance with the requirements of DOH, DEP, National Environmental Laboratory Accreditation Conference (NELAC), National Environmental Laboratory Accreditation Program (NELAP), and FAC 62-550, Part VI analytical methods.

F. FIELD TECHNICIAN:

1. Successful Bidder to provide an in-house trained field technician/courier with appropriate equipment to perform field-testing on an as needed basis as directed by the City of Lake City. All sample cost are to include charges for trained field technician and equipment as appropriate.

2. Successful Bidder to provide insured vehicle as required for field technician to be transported to and from sampling point. Charges for said vehicle are to be included in sample cost.

G. 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.
  - a. Statutory Workers Compensation insurance as required by the State of Florida.
  - b. Commercial General Liability insurance to provide coverage of not less than \$1,000,000.00 combined single limit per occurrence and annual aggregates where generally applicable and must include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.
  - c. Comprehensive Automobile Liability insurance covering all owned, hired and non-owned vehicles with coverage limits not less than \$100,000.00 per person, \$300,000.00 per occurrence and \$100,000.00 property damage.

H. 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.

I. CONTRACT:

1. The proposal of the Successful Bidder together with the written Notice of Award, and the terms, conditions and specifications contained in the Invitation to Bid will constitute the contract. Contract term will be for one (1) year. The City reserves the right to extend the contract period for two (2) additional one (1) year periods upon mutual agreement with the Successful Bidder.

J. CANCELLATION:

1. The City reserves the rights to cancel any contract if in its opinion there is any failure to adequately perform the requirements of these specifications. Cancellation will be effective immediately upon written notification to the successful Bidder and such cancellation will relieve the City from any future obligations with the successful Bidder.

K. PAYMENT:

1. Payment will be made within thirty (30) days after receipt and acceptance of invoice.

L. 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.

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. PROHIBITED CONTACT WITH THE CITY:

1. Any attempt to directly contact and influence any City Council member, advisory committee member or any City staff member associated with this project after receipt of the proposal and prior to the execution of said contract will be grounds for disqualification.

P. ADDITIONAL INFORMATION:

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



**ITEM I:** SCHEDULE OF TEST – WASTEWATER TREATMENT PLANT (DEP PERMIT)

A. DIGESTED SLUDGE:

1. Lime Stabilized Digested Sludge from the St. Margarets Street plant is to be sampled and composited by plant personnel in accordance with FAC 62-640.650(3) (a) (1). Contracted lab will collect a sub-sample and analyze for items listed in FAC 62-640.650(3) (a) 3. and Code of Federal Regulations (40 CFR) 503.8 and the *POTW Sludge Sampling and Analysis Guidance Document* (In the cases where disagreements exists between 40 CFR 503.8 and the *POTW Sludge Sampling and Analysis Guidance Document*, the requirements in 40 CFR 503.8 will apply) every 60 days, January, March, May, July, September and November.
2. Analyze sludge before dewatering for % solids.

B. PLANT INFLUENT, EFFLUENT AND (PAR) PUBLIC ACCESS REUSE:

1. Annual testing will occur at the same time as the third quarter monitoring well testing for the Sprayfield - Treated effluent will be sampled and analyzed for:
  - a. Primary Inorganics as listed in FAC 62-550.310 (1) (a) Table 1
  - b. Secondary drinking water standards as listed in FAC 62-550.320 Table 6
  - c. EPA method 624 and 625 Analytes
  - d. Specific Conductance (mhos)
  - e. Total Kjeldahl Nitrogen (TKN)
  - f. Total Phosphorous. (TP)
  - g. Total Organic Carbon (TOC)
  - f. Also see Permit Condition A. #10, page 6 of Permit.
2. Weekly – The facility shall take a 16 hour composite sample of the Influent at the monitoring location site INF1 AND final treated effluent at monitoring location site number EFA-1 for Carbonaceous Biochemical Oxygen Demand (cBOD), Total Suspended Solids (TSS) and the facility shall take a grab sample of the final treated effluent at monitoring location site number EFA-1 Fecal coliform – St Margaret’s facility.
3. Bi-Weekly - The Service Zone facility shall take grab sample of the Influent at the monitoring location site INF1 AND final treated effluent at monitoring location site number EFA-1 for

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Carbonaceous Biochemical Oxygen Demand (cBOD), Total Suspended Solids (TSS) and the Effluent Fecal.

4. Public Access Reuse (PAR) Sampling (EFA1, EFA-3/EFB-1) - 5 to 7 Days/Week – Public Access Reuse (PAR) – The facility shall take a 16 hour composite sample of the final treated effluent at monitoring location site number EFA-1 at the St Margarets facility for Carbonaceous Biochemical Oxygen Demand (cBOD), and the facility shall take a Daily Grab sample of the final treated effluent at monitoring location site number EFB-1 for Total Suspended Solids (TSS) and at monitoring location site number EFA-3 for Fecal Coliform.
5. Monthly – Nitrogen Series and Phosphorous Monitoring – The facility shall take a 16 hour composite sample of the final treated effluent at monitoring location site number EFA-1 on a monthly basis for the following parameters: Total Kjeldahl Nitrogen (as N), Total Ammonia Nitrogen (as N), Total Organic Nitrogen (as N), Total Nitrate plus Nitrite (as N) and Total Nitrogen and Total Phosphorous (as P). The values shall be reported as the concentration in MG/L.
6. Weekly – Nitrate plus Nitrite, Total Nitrogen and Phosphorous Monitoring - The facility shall take a grab sample of the effluent discharged from the lined storage basin at the spray site at monitoring location site number EFA-2 on a weekly basis for the following parameters: Nitrate plus Nitrite (as N), Total Nitrogen and Phosphorous (as P) The values shall be reported at the concentration in MG/L. (Also see permit page 4)
7. Quarterly IPP – (Inf/Eff) Arsenic, Cadmium, Chromium, Copper, Cyanide, Lead, Mercury, Nickel, Molybdenum, Selenium, Silver, Zinc and Ammonia. (used for local parameter limit studies only)

C. Annual Testing for Industrial Pretreatment shall be conducted during the sixth month of the calendar year, and shall include the Influent (PRT-I), Effluent (PRT-E) and Residuals (PRT-R). The Influent and Effluent shall be analyzed for the following parameters: as listed on the St Margaret’s Facility’s IPP DMR.

**ITEM II: SCHEDULE OF TEST-EFFLUENT SPRAYFIELD (DEP PERMIT)**

**A. GROUND WATER MONITORING WELLS AND RESERVOIR - EFFLUENT MONTHLY ANALYSIS:**

1. All wells established by permit for ground water monitoring will be sampled and analyzed each calendar quarter for the following

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parameters. Additional samples, wells and parameters may be required based upon subsequent analyses.

PARAMETERS

Water Level Relative to NGVD	Nitrite plus Nitrate, Total (as N)
Nitrogen, Total (as N)	Solids, Total Dissolved (TDS)
Chloride (as Cl)	Arsenic, Total Recoverable
Lead, Total Recoverable	Turbidity
Coliform, Fecal	pH
Phosphate, Ortho (as PO4)	Sulfate, Total

**ITEM III:** SCHEDULE OF TEST-WASTEWATER TREATMENT PLANT (EPA PERMIT)

A. PLANT/ EFFLUENT BY-PASS EVENTS:

1. Plant personnel will take a daily grab sample when plant discharges are made other than to the Sprayfield. Each sample will be analyzed for the following parameters:
  - a. Biochemical Oxygen Demand (cBOD) (5 days) reported as concentrations in mg/l
  - b. TSS reported as concentrations in mg/l
  - c. pH, reported in standard units
  - d. Fecal Coliform from three locations, Upstream, Point of Spill Entry and Downstream NOTE: Influent and Raw Sewage spills must be diluted per FDEP and EPA requirements and cannot be reported as TNTC, there must be a numerical value.)

B. DIGESTED SLUDGE:

1. Sample and analyze the sludge for the 125 priority pollutants listed in 40 CFR 122, Appendix D, Tables II and III. Qualitative data for 2, 3, 7 and 8 tetrachlorodibenzo-o-dioxin, (TCDD) if reason to believe that it may be present. Sample and analysis will be in the second calendar quarter.
2. Sample and perform a Toxicity Characteristic Leaching Procedure test (TCLP) in accordance with 40 CFR 261, as published on March 29, 1990, volume 55, number 61 federal register (or latest revision).

3. Sample and analyze the sludge utilizing a bench-scale test, in accordance with EPA Vector Attraction Reduction Option 2
4. Sample and analyze the sludge before dewatering for total solids.

C. REAGENT WATER:

1. Contract lab will annually furnish containers and sample reagent water per DOH Lab Certification Chapter DEP FAC 62-160.

D. BACKGROUND SURFACE WATER:

1. Contract lab will quarterly furnish containers for sampling surface water for total nitrogen. (7 containers).

**ITEM IV: SCHEDULE OF WASTEWATER TREATMENT PLANT, INDUSTRIAL WASTE PRE-TREATMENT PROGRAM (IWPP PERMIT)**

A. INDUSTRIAL CUSTOMERS:

1. Sample and analysis the customer effluent as listed in 40 CFR 401.16 for the following:
  - a. CBOD
  - b. TSS
  - c. pH
  - d. Oil
  - e. Grease
2. Sample and analyses for priority pollutants in accordance with 40 CFR 122 (d)
3. Sample and analysis will be in the third calendar quarter.

PROPOSAL

**ITEM I: WASTEWATER TREATMENT PLANT (DEP PERMIT)**

**A. DIGESTED SLUDGE:**

	<u>Price per Sample test</u>	<u>Estimated Samples</u>	<u>Total</u>
1. Complete set	\$_____	4	\$_____

**B. PLANT IFFLUENT/ EFFLUENT:**

	<u>Price per Sample test</u>	<u>Estimated Samples</u>	<u>Total</u>
1. Annual Analysis (Indus. Pretrt.)	\$_____	1	\$_____
2. Weekly Analysis			
A. CBOD'S	\$_____	416	\$_____
B. TSS	\$_____	521	\$_____
C. FECAL	\$_____	443	\$_____
3. Quarterly IPP Analysis	\$_____	4	\$_____
4. Monthly	\$_____	296	\$_____
5. Annual Analysis (Effl)	\$_____	1	\$_____
6. Public Access Sampling:			
A. CBOD	\$_____	260	\$_____
B. TSS	\$_____	365	\$_____
C. Fecal	\$_____	365	\$_____
D. Nitrate + Nitrite	\$_____	260	\$_____

**ITEM II: SPRAYFIELD (DEP PERMIT):**

**A. GROUNDWATER MONITORING WELLS AND RESEVIOR - EFFLUENT:**

	<u>Price per Sample test</u>	<u>Estimated Samples</u>	<u>Total</u>
1. Quarterly	\$_____	36	\$_____

**ITEM III: WASTEWATER TREATMENT PLANT (EPA PERMIT)**

**A. EFFLUENT BY-PASS:**

	<u>Price per Sample test</u>	<u>Estimated Samples</u>	<u>Total</u>
1. Complete Set	\$_____	1	\$_____

**B. DIGESTED SLUDGE:**

	<u>Price per Sample test</u>	<u>Estimated Samples</u>	<u>Total</u>
1. 125 Priority Pollutants	\$_____	1	\$_____
2. Toxicity Characteristic	\$_____	1	\$_____
3. Bench Scale Test	\$_____	4	\$_____
4. Total Solids	\$_____	4	\$_____

**C. REAGENT WATER:**

1. Annual Analysis	\$_____	1	\$_____
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**D. BACKGROUND SURFACE WATER:**

1. Quarterly Analysis                      \$\_\_\_\_\_                      7                      \$\_\_\_\_\_

**ITEM IV: WASTEWATER TREATMENT PLANT (IWPP PERMIT)**

**A. INDUSTRIAL CUSTOMER:**

	<u>Price per</u> <u>Sample test</u>	<u>Estimated</u> <u>Samples</u>	<u>Total</u>
1. Effluent	\$_____	1	\$_____
2. Pollutants	\$_____	1	\$_____

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE/ZIP \_\_\_\_\_

TELEPHONE \_\_\_\_\_

FAX # \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative (PLEASE PRINT OR TYPE)

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

**THIS FORM MUST BE USED FOR PROPOSAL**

REFERENCES

List three (3) client/customer references including company name, address, contact person, telephone number, email address 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 #: \_\_\_\_\_  
E-mail address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Length of time services provided: \_\_\_\_\_
  
- 2. Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Business Phone #: \_\_\_\_\_  
E-mail address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Length of time services provided: \_\_\_\_\_
  
- 3. Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Business Phone #: \_\_\_\_\_  
E-mail address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Length of time services provided: \_\_\_\_\_

**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 Bid for the City of Lake City ITB-025-2012 described as Water Quality Sampling and Lab testing – Annual Contract.
3. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity’s submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
6. Neither the entity nor its affiliates, nor 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 \_\_\_\_\_ 2012.

\_\_\_\_\_  
(Affiant)  
\_\_\_\_\_  
Typed Name and Title

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 2012.  
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, ITB-013-2009, Water Quality Sampling and Laboratory Testing.

\_\_\_\_\_

Firm Date

\_\_\_\_\_

Authorized Signature Type or print 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 \_\_\_\_\_ 2012.  
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 OF PROPOSER**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being duly sworn, deposes and says that:

1. He/She is \_\_\_\_\_ of \_\_\_\_\_ the proposer  
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 Proposer 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 proposer, 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 proposer, firm, or person to fix the price or prices in the attached proposal or any other proposal, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other proposer, 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 proposer 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 \_\_\_\_\_, 2012.

\_\_\_\_\_

Notary Public, State of Florida My Commission Expires: \_\_\_\_\_

**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 ITB-025-2012.
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 a 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 \_\_\_\_\_2012.

\_\_\_\_\_

Notary Public, State at large

My Commission Expires:

**THIS FORM MUST BE INCLUDED WITH PROPOSAL**

**E-VERIFY AFFIRMATION STATEMENT**

RFP/Bid /Contract No:

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Project Description:

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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:

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Authorized Company Person's Signature:

---

Authorized Company Person's Title:

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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**