



INVITATION TO BID
ITB-026-2011

Sealed bids will be accepted by the City of Lake City, Florida, until Tuesday, June 14 , 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. 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 Tuesday, June 14, 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:**

PAINTING MEMORIAL STADIUM

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-026-2012), bid title (PAINTING MEMORIAL STADIUM) the date and time (Tuesday, June 14 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 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 **Tuesday, June 7, 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 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

Sealed bids will be accepted by the City of Lake City, Florida for the painting of Memorial Stadium located at 294 N.W. Stadium Terrace, Lake City, Florida, 32055

SCOPE OF WORK:

1. Prepare and paint all metal sections or parts of bleacher located on the easterly side of the ball field.
2. Prepare and paint masonry/concrete wall at bottom of front of bleacher section and retaining wall for handi-cap ramp.
3. Prepare and paint two (2) tickets sales booths located underneath bleachers.
4. Prepare and paint two (2) concession stands, exterior masonry and wood areas only.
5. Prepare and paint restroom(s); both interior and exterior walls & exposed wood surfaces.
6. Prepare and paint one (1) maintenance building, exterior only located on the N.W. corner of stadium.
7. Prepare and paint storage area walls located underside of bleachers and four (4) out-buildings around stadium.
8. All areas to receive paint shall be pressure cleaned using a chlorine mix to remove all mildew stains and/or other impairments that may impair adhesion of applied paints.
9. All exposed or rusted areas of metal shall be spot primed with Sherwin Williams Marcopoxy 646 Fast Cure Epoxy Primer or Equivalent Primer or equal.
10. Top coat for all metal parts shall be Sherwin Williams 218 HS polyurethane 5/6 (2 part) or equal.
11. All masonry areas shall be pressure washed using a chlorine mix with a minimum 2500 lbs. of pressure, to remove mildew stains or other impairments that may impair proper adhesion of applied paints.
12. All areas of masonry/concrete walls which show bare masonry after pressure clean shall be spot primed with water based Pro Block filler as manufactured by Sherwin Williams or equal.
13. Masonry/concrete surfaces shall have finished coat of Sherwin Williams Exterior flat A-100 or equal type finish coat.

14. Restrooms interior masonry shall have a finish coat of Sherwin Williams A-100 or equal of satin finish.
15. All wood areas shall be pressured cleaned of loose paint, stains or other debris which may impair adhesion of applied paint.
16. Exterior wood areas shall have finish coat of Sherwin Williams A-100 Exterior Flat Latex type Paint or equal.
17. Interior Wood areas shall have finish coat of Exterior Satin Type Finish of Sherwin Williams A-100 or equal.
18. Wood areas that show bare wood after pressure clean shall be spot primed with a water based Pro Block Primer as manufactured by Sherwin Williams or equal.

NOTE: Press box located on bleachers is not to be included.

If bidding an equivalent manufacture product information must be furnished to the Purchasing Department prior to June 7, 2011 for approval.

CONTRACTOR RESPONSIBILITIES:

1. Provide City with copies of all material manufacture warranties. Documents shall be provided upon final inspection and acceptance of work.
2. Provide City with Proof of Insurance as required herein with bid proposal.
3. Contractor shall ensure that work areas are properly barricaded and that access to work areas is controlled at all times that this contract is in effect.
4. Contractor shall be responsible to ensure that all Safety Rules and Regulations are in affect and any and all workers are trained and follow all Rules/Regulations required by Federal, State or Local Regulatory agencies.
5. Contractor shall be responsible for lead testing of all areas to be cleaned and/or painted within this Contract. Contractor shall provide to the City, Proof of Satisfactory Tests of each area to be painted and method and type of testing used.
6. Testing system and report forms shall be of types acceptable under Environmental Protection Agency (EPA) guidelines.
7. Contractor shall ensure protection of over spray or paint drift is prohibited.

SUBMITTALS:

1. Materials warranties by final competition and acceptance by City.
2. Lead Test for each section referenced herein shall be submitted to City Purchasing Department prior to paint application.
3. Insurances shall be submitted with bid proposal.
4. References shall be submitted with bid proposal.
5. Licenses/certification of company and certification of all persons required to hold special certification(s) with bid proposal.

“TERMS AND CONDITIONS”

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 quote. Contractor must be prepared to demonstrate, through previous experience and references, the ability to safely and successfully perform this size and type of directionally drilled pipeline project.

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.

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.

LIQUATED 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.

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 Director of Purchasing.
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.

CONTRACT:

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

SCHEDULE:

1. Upon receipt of all required documents a Notice to Proceed will be issued.

2. The successful Contractor must commence work within five (5) calendar days of Notice to Proceed.
3. The successful Contractor must complete all work within three weeks of commencement.

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.
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 which will be verified. The list of references must be attached with the bid proposal on the form provided within these specifications. All reference materials provided become the property of the City of Lake City and also become public record.

J. **CHANGE ORDERS:**

1. 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 Council 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. PUBLIC ENTITY CRIME:

1. Public Entity Crimes – Section 287.133 (3) (n) of the Florida Statute requires that a vendor/contractor submit a sworn statement concerning Public Entity crimes. Bidders are required to submit the enclosed form with their bid, failure to do so may be reason for rejection of bid.

PROPOSAL

Item I: Painting Memorial Stadium

_____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

As per the General Specifications Section, below is a list of at least 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: _____
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: _____

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

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**