



INVITATION TO BID
ITB-018-2017

Sealed bids will be accepted by the City of Lake City, Florida until Tuesday, October 3, 2017 at 11:00 a.m. local time 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. Bid opening will be promptly at 11:15 a.m. in the City Council Chambers located on the 2nd floor in City Hall, at which time all bids will be publicly opened and read aloud for the purchase and installation of:

LAKE CITY PUBLIC RESTROOMS RETROFIT

A MANDATORY PRE-BID CONFERENCE WILL BE HELD ON TUESDAY, SEPTEMBER 19, 2017 AT 9 A.M. IN THE CITY COUNCIL CHAMBERS LOCATED ON THE 2ND FLOOR OF CITY HALL, 205 N MARION AVENUE, LAKE CITY, FLORIDA 32055. SITE VISITS TO ALL LOCATIONS WILL BE CONDUCTED IMMEDIATELY AFTERWARD. FAILURE TO ATTEND ANY OF THE SITE LOCATIONS WILL BE REASON TO REJECT YOUR BID PROPOSAL.

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-018-2017), bid title (PUBLIC RESTROOMS RETROFIT) the date and time (October 3, 2017 at 11:00 A.M.). The bid proposal must be in a sealed envelope **INSIDE** the delivery package with the same information as listed above. All bid proposals which are hand delivered or delivered through regular mail by the United States Postal Service must have all the same information as listed above on the **OUTSIDE** of the sealed envelope. Failure to comply may be reason to reject the bid.**

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

City of Lake City
Attention: Procurement Department
205 N. Marion Avenue
Lake City, Florida 32055

Bids must be completed in English language, signed with ink, in spaces provided on the enclosed bid forms and submitted in duplicate or bid will be subject to rejection.

Any deviation from the specifications must be explained in detail on sheets attached to the bid form and labeled "Clarifications and Exceptions," and each deviation must be itemized by number and must specifically refer to the applicable specification paragraph and page. Otherwise it will be considered that items offered are in strict compliance with these specifications and the successful Bidder will be held responsible for meeting the specification.

All questions must be in writing and directed to the Procurement 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, September 26, 2017 at 4:00 p.m.** Questions received after this date and time will not be considered. Questions may be submitted via e-mail to procurement@lcfla.com or by mail to City of Lake City, Procurement Department, 205 N. Marion Avenue, Lake City, FL 32055.

Bidder may not withdraw his/her bid for a period of ninety (90) days.

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.

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and city holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Department or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

Any Bidder desirous of protesting a bid for any reason must file a written notice of bid protest with the City Manager's office within 72 hours following posting of notice of intended award. All protest will be in writing stating the bid being protested and the specific reason of the protest. All protest will be signed by the Protestor and include all detail for a complete and thorough review. The decision of the City Manager, after consultation with the City Attorney will be issued within five (5) working days of the receipt of the protest, unless additional time is agreed upon by all parties involved should circumstance warrant such a delay.

By submission of his/her bid, the Bidder certifies that:

- A. The bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of materials, supplies, or equipment described in the Invitation to Bid.
- B. The contents of the bid have not been communicated by the Bidder, his/her employees or agents, to his/her best knowledge and belief, to any person not an employee or agent of the Bidder or his surety in any bond furnished herewith and will not be communicated to any such person prior to the official opening of the bids.

The City of Lake City reserves the right to accept or reject any/all bids and to award the contract in the best interest of the City of Lake City, Florida.

CITY OF LAKE CITY, FLORIDA

Wendell Johnson
City Manager

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SECTION A. INSTRUCTIONS TO BIDDER

A1. Bidders are expected to examine this bid form, specifications, attached drawings, if any, and all instructions. Failure to do so will be at the Bidder's risk.

A2. All prices and notations must be in ink or typewritten. No erasure permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by person signing bid. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

A3. Bid Price Sheet: Each bidder shall furnish the information required on the Bid Price Sheet, Attachment C, and each accompanying sheet thereof on which he makes an entry. Offers submitted on any other format may be disqualified.

A4. Bid Submittal: All bids must be submitted in a sealed envelope, plainly marked on the outside with the invitation to bid name, bid number, date and time of opening and vendor's name and address.

Submit your bid as follows: One (1) original and one (1) copy must be submitted. Include any page where the bidder has taken exception(s), the duly designated "Bid Price Sheet", and any supporting documentation or literature being submitted in support of your bid.

A5. It is the bidder's responsibility to assure that Bids are received in the Procurement office on the 2nd floor of City Hall at 205 N. Marion Avenue Lake City, FL 32055, no later than the date and time specified on this Invitation to Bid. Facsimile bids are not acceptable. Any bids received after the above time will not be accepted under any circumstances.

If forwarded by mail, UPS or FedEx, the sealed envelope containing the bid must be enclosed in another envelope addressed to City of Lake City Procurement Department, 205 N. Marion Avenue, Lake City, FL 32055.

A6. Bids will be opened in the City Council Chambers on the date and time specified on this Invitation to Bid at City Hall, 205 N. Marion Avenue, Lake City, FL 32055.

A7. Effective July 1, 2012 – Amendments to Public Meetings and Public Records Laws for Government Contracting: Pursuant to recent changes in Florida Statutes Chapter 119.071 (General Exemptions from inspection or copying of public records) the bid opening process is temporarily exempt from Public Records requirements, except bids received pursuant to a competitive solicitation for construction or repairs on a public building or public work. Information may be released to the public once a notice of intended decision or 30 days after the bid opening, whichever is earlier.

Pursuant to recent changes in Florida Statutes Chapter 286.0113 (General exemptions from public meeting requirements) any portion of a meeting in which negotiations with a vendor is conducted as part of the "competitive negotiation" process at which a vendor makes an oral presentation or answers questions as part of the "competitive solicitation" process are exempt from public meeting requirements until a notice of an intended decision or until 30 days after bid

opening, whichever is earlier. Any portion of a committee meeting at which negotiation strategies are discussed is exempt.

A complete record shall be made of any portion of an exempt meeting; no portion may be held off the record. The recording of and any records presented at the exempt meeting are exempt from FS119.071 until such time as the City Council provides notice of an intended decision or 30 days after opening the bids, proposals or final replies.

Please refer to Florida Statutes Chapter 119.071, Chapter 255.0518 and Chapter 286.0113 for further details.

A8. Bid Withdrawal: Bids may not be withdrawn for a period of ninety (90) days after the bid opening date. However, bids may be withdrawn any time before the bid opening. A bidder may withdraw his bid without prejudice to himself, not later than the day and hour set for opening the bids, by communicating his purpose in writing to the City and his bid will be returned to him unopened.

A9. Bidders' attention is specifically called to the terms and conditions of this solicitation. Bidders, without exception, will be solely responsible for all aspects of the terms, conditions and special provisions of this solicitation.

A10. Unit Price Accuracy: Please check your unit prices before submitting your bid, as no change in prices will be allowed after the bid opening. All prices and notations must be in ink or typewritten. In cases of the extended price irregularities, unit pricing will prevail. Please note that the City reserves the right to clarify and correct blatant unit price or extended amount errors.

A11. Proper Signatures: Failure to sign the Bidder Declaration/Acknowledgement shall result in a disqualification of your bid. Please be sure your bid is signed.

A12. Limitations on Liability: Bidders are advised that the City will not accept limitations on liability. The successful Bidder will be fully liable for all damages and events caused by them without any limitations as to dollar amount. The City will pursue liable Bidders to the extent allowed by law. Any bid received that limits liability to the amount of the bid or the resulting contract will be considered unresponsive and the bidder non-responsible and as such, the bid will not be accepted by the City.

A13. Questions: Questions relative to interpretation of specifications or any aspect of the solicitation process shall be addressed to the contact name listed on page one, in writing, at least seven (7) calendar days before the bid opening date. Any interpretations, clarifications or changes made will be in the form of written addenda issued by the Director of Procurement. Oral answers by any member of the requesting department will not be authoritative and the City will not entertain any protests based on a verbal instruction.

A14. It will be the responsibility of the bidder to contact the City prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda acknowledgement with their bid. The City will not consider requests to reopen a bid as a result of the failure of the bidder to secure addenda.

A15. Vendor shall include in their bid package a copy of their current workman's compensation insurance, general liability and auto insurance coverage. The successful bidder

will be required to provide the insurance requirements under Section B19 prior to the start of work.

A16. Bidders are requested to refrain from contacting the requesting/evaluating Departments during the bid process. ANY QUESTIONS FROM BIDDERS OR EVALUATING DEPARTMENTS MUST BE ADDRESSED TO THE DIRECTOR OF PROCUREMENT. Failure to comply with any of the foregoing instruction or any other essential element of this bid may result in disqualification of your bid.

A17. Vendor shall include a copy of a Florida Department of Business and Professional Regulation (DBPR) License in trade to perform the scope of work. A list of other projects of similar scope and size that have been performed in the last 5 years shall be provided on the References form.

A18. Bid Check List: Bidders are cautioned to please check their bid very carefully, using the check list of forms to be submitted:

- Bid Price Sheet (Attachment "C")
- References
- Public Entity Crimes Sworn Statement
- Conflict of Interest Statement
- Disputes Disclosure Form
- Drug Free Workplace Certificate
- Non-Collusion Affidavit of Proposer
- E-Verify Affirmation Statement

Copy of Certificate of Insurance (see A15, B19)

Copy of DBPR License in trade to perform the scope of work (see A17)

A19. MANDATORY PRE-BID MEETING/SITE VISIT: A mandatory pre-bid meeting will be held on Tuesday, September 19, 2017 at 9:00 a.m. in the City Council Chambers located at City Hall, 205 N. Marion Avenue, Lake City, FL 32055. Site visits to each location will be made. Failure of a Bidder to attend the mandatory pre-bid meeting and all site visits shall result in the Bidder's bid to be non-responsive.

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SECTION B. GENERAL PROVISIONS

B1. Terms & Conditions: Bidder proposes and agrees, if this bid is accepted, to enter into a contract with the City of Lake City, to perform and furnish all goods and services specified or indicated in the contract for the agreed price and within the agreed time indicated in this Bid, and in accordance with the other terms and conditions of the Instructions to Bidders made a binding part of this bid. The successful bidder(s) shall execute and return to the County within ten (10) days after receipt all documents, performance and payment bonds (if applicable), insurance certificates and any other documents, required by this bid. No Agreement shall be considered binding upon the City until it has been properly executed by all parties.

B2. Receiving/Payment/Invoicing: The City of Lake City shall pay all vendors within forty-five (45) calendar days of receipt of invoice, pursuant to and in accordance with the promulgations set forth by the Local Government Prompt Payment Act. (Florida Statutes Section 218.70). Payment shall not be made until materials, goods or services, have been received, inspected and accepted by the City in the quality and quantity ordered. Payment will be accomplished by submission of invoice and mailed to City of Lake City, Accounts Payable, 205 N. Marion Avenue, Lake City, FL 32055. Payment in advance of receipt of goods or services by the City of Lake City cannot be made.

Invoice submitted shall be in sufficient detail as to item, quantity and price in order for the City to verify compliance with accepted bid proposal.

B3. Acceptance of Goods/Services: Receipt of goods/services shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the product/performance meets bid specifications and conditions. Should the products/services differ in any respect from specifications, payment will be withheld until such time as the supplier takes necessary corrective action. If the proposed corrective action is not acceptable to the agency, the City Manager's Office may authorize the recipient to refuse final acceptance of the goods/services. Should a representative of the City of Lake City agree to accept the goods/services on condition that the contractor will correct his performance within a stipulated time period, payment will be withheld until the services are performed as specified.

B4. Fund Availability: All payments resulting from this solicitation is deemed effective only to the extent that appropriations are available. This project shall be funded with grant funds received from the Florida Department of Environmental Protection (FDEP). Funding shall remain in effect until the earlier of December 31, 2017, or the date the FDEP and City deem the project complete in writing.

B5. Permits/Licenses/Fees: Any permits, licenses or fees required for this service will be the responsibility of the contractor unless otherwise stated.

B6. Taxes: The City of Lake City is tax exempt. As such, the City will not pay any Federal Excise or State of Florida Sales Tax. Please refrain from including taxes in any billing resulting from an invoice issued under this solicitation.

B7. Independent Pricing: By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

(a) The prices in this bid have been arrived at independently, without consultation, communication, collusion or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor.

(b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any offeror or to any competitor; and

(c) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

B8. The Contract: Notice of Award by the Procurement Department will constitute notice to the bidder that they have been approved by the City Council, they are the overall lowest priced, most responsive and responsible bidder. Upon receipt of all required documents from the vendor, a Notice to Proceed will be issued.

B9. Laws Governing this Agreement: Any Agreement between the City of Lake City and the vendor shall be consistent with, and be governed by, the ordinances of the City of Lake City. The Terms and Conditions, the whole law of the State of Florida, both procedural and substantive, and applicable federal statutes, rules and regulations. Any and all litigation arising under any award shall be brought in the appropriate court in Columbia County, Florida.

B10. Conflict of Interest: All offerors must disclose with their offer the name of any officer, director, or agent who is also an officer or employee of City of Lake City. Further, all bidders must disclose the name of any City of Lake City officer, or employee who owns, directly or indirectly an interest in the bidder's firm or any of its branches. Failure to disclose in this manner will result in disqualification of your bid or cancellation of work. The City will seek damages for recoupment of losses in having to re-bid or re-assign.

B11. Additional Terms and Conditions: No additional terms and conditions included with the bid response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists, or warranties it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this bid and the bidders authorized affixed to the bid signature section attests to this.

B12. Changes: The City of Lake City reserves the right to order, in writing, changes in the work within the scope of the agreement, such as change in quantity or delivery schedule. The contractor has the right to request an equitable price adjustment in cases where changes to the agreement under the authority of this clause result in increased costs to the contractor.

B13. Modifications: In addition to modifications made under the changes clause, changes resulting from this solicitation may be modified within the scope of the agreement upon the written and mutual consent of all parties, and approval by the City of Lake City, City Council.

B14. Assignment & Subcontracting: The vendor will not be permitted to assign its contract with the City of Lake City, or to subcontract any of the work requirements to be performed without obtaining prior written approval of the City of Lake City.

B15. Liability: The vendor shall act as an independent contractor and not as an employee of the City of Lake City. The vendor will be required to indemnify, defend, and hold and save harmless the City of Lake City, its officers, agents, and employees, from damages arising from the vendor's performance of, or failure to perform, any task or duty required to be performed by the vendor.

B16. Termination Based on Performance: Failure of the Vendor to perform as specified under any Agreement may be cause for termination of the Agreement. The City reserves the right (in addition to its other remedies) to cancel the Agreement with respect to goods/services not provided to purchase goods/services from another source and to hold Vendor accountable for all damages sustained.

B17. Termination for Convenience: The City may terminate for its convenience at any time, in whole or in part any Agreement. In such event, City shall be liable only for materials or components procured, or work done or supplies partially fabricated within the authorization of the Agreement. In no event shall the City be liable for incidental or consequential damages by reasons of such termination.

B18. Public Records Requirement: The City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's public records law. Specifically, the Contractor shall:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public

agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 719-5826 OR (386) 719-5756, CITYCLERK@LCFLA.COM, CITY CLERKS OFFICE, 205 N MARION AVE., LAKE CITY, FL, 32055.

B19. Indemnification & Insurance: The Vendor shall indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of this Agreement, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to loss to or destruction of tangible property, including loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Vendor and/or Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the City or any of its agents or employees, by any employee of the Vendor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Vendor or any Subcontractor under Workers' Compensation acts, disability benefit acts, or other employee benefits act.

The vendor shall, on a primary basis, and at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverage's, limits, including endorsements, as described herein. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by the Vendor is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Vendor under the Agreement.

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. Business Vehicle/Umbrella Liability insurance with a minimum limit of \$200,000 per occurrence, and \$300,000 for all claims arising out of the same incident or occurrence, for property damage and personal injury. Notice, these limits may change according to Florida law and the protections afforded to the City pursuant to sovereign immunity for liability.

B20. Public Entities Crimes: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The sworn statement form for Public Entities Crimes under section 287.133(3)(a), Florida Statutes, must be submitted with the bid.

B21. Employment Eligibility Verification (E-Verify): 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. E-Verify Affirmation Statement must be submitted with the bid. 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>.

B22. Debarred Vendors: The City reserves the right to withhold award, rescind award or forego award to any vendor or contractor who is found to have been debarred from doing business with the State of Florida or any other public entity. It shall be City’s sole determination as to the desirability of contracting with a contractor or vendor who has been barred from doing business with any public entity.

B23. Vendor Responsibilities: The Vendor certifies, by submission of this bid that the Vendor will provide the services agreed upon in a timely and professional manner in accordance with specifications.

B24. Equal Opportunity: The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises.

B25. Other Entity Use: All Bidders/Proposer submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all governmental agencies, under the same conditions,

for the same contract price, and for the same effective period as this bid, should the Bidder feel it is in their best interest to do so.

Each governmental agency desiring to accept these bids, and makes an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this bid/proposal.

This agreement in no way restricts or interferes with the right of any governmental agency to re-bid any or all items.

B26. Disputes: Any dispute, except as to Section B16, arising under this Agreement may be addressed by the City pursuant to this Section and the Vendor shall participate. The City, if this section is invoked, shall send notification signed by the City Manager (or his/her designee) to the Vendor by overnight mail, UPS, FedEx, or certified mail. A response indicating acknowledgment of the provision in shall be provided to the City Manager, in the same manner, prior to the initial meeting with the City Manager. This initial meeting shall take place no more than thirty (30) days from the written notification of the dispute addressed to the City Manager.

If the dispute is not settled at the initial meeting, the City Manager shall immediately notify the City Attorney. The City Manager, the City Attorney and the City Project Manager designated by the City Manager shall meet with the Vendor's representative(s) within thirty (30) days of the City Manager's notification to the City Attorney of the continued dispute.

If there is no satisfactory resolution, the claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the City and the cost of mediation shall be borne by the Vendor. If either party initiates a Court proceeding, or the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by the Vendor. Vendor shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.

Venue for any mediation or litigation shall be in Columbia County, Florida.

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SECTION C. SPECIAL PROVISIONS

C1. Minimum Standard: Specifications listed herein describe the expected minimum standard. These specifications are intended to be descriptive in nature and are not intended to eliminate any vendor from submitting a bid.

C2. Bidder's Specifications: Each bidder shall make accurate statements in this bid response.

C3. Firm Prices: Prices for goods and services covered in the specifications shall be firm. No additional fees or charges shall be accepted.

C4. Supervision: The City shall not exercise any supervision or control over the Bidder's employees performing services under this Agreement. Such employees shall be accountable not to the City, but solely to the Bidder, who in turn is responsible to the City.

C5. Pre-award Inspection: The City reserves the right to make a pre-award inspection of the bidder's facilities, to determine the capabilities of the bidder to service the City, prior to award of any agreement.

C6. Existing Permits and Identification Numbers: Any and all permits, state licenses and/or Dept. of Environmental Protection identification numbers are to be available for review upon request.

C7. References:

- Bidder must be a contractor with experience in work specified in the Scope of Work with required special skills mastered by education and experience.
- Properly licensed to do business in the State of Florida.
- Bidder, under their current business name, must have a minimum of five (5) consecutive years of verifiable experience in similar type projects equal in size and scope to this bid.
- Bidder must complete the References form and return with the bid form.

C8. Additional Information: The City of Lake City reserves the right to request any additional information needed for clarification from any bidder/proposer for evaluation purposes.

C9. Attachments: All attachments are made an essential part of this bid.

Attachment A: Grant Works Plan

Attachment B: Scope of Work and Technical Specifications

Attachment C: Bid Price Sheet

All Required Forms (See A18)

C10. Project Completion: Bidder shall state in space provided on the Bid Price Sheet (Attachment C) approximate time required for project completion after receipt of Notice to Proceed.

SECTION D. AWARD OR REJECTION OF BIDS

D1. Award of Contract: Award will be made to the responsible bidder most responsive to the solicitation with the lowest bid meeting specifications. The bid documents and bid forms, specifications, Terms and Conditions, change orders (if authorized) and any other amendments executed by the parties will become part of the Contract.

D2. Project Completion: Duration for completion of this project will be a factor in the award. Failure to perform within deadline(s) set forth in the specifications or any other document shall constitute default.

D3. Right to Reject: The City reserves the right to reject any or all bids, with or without cause, without recourse, to waive technicalities or to accept the bid which in its judgment best serves the interest of the City. Cost of submittal of this bid is considered an operational cost of the bidder and shall not be passed on to or borne by the City. The City of Lake City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or whose investigation shows is not in a position to perform the contract.

D4. Best Prices: Award will be made without further negotiation based upon competitive bids; therefore your best price should be submitted in response to this Invitation to Bid.

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ATTACHMENT A: GRANT WORK PLAN

PROJECT TITLE: Lake City Public Restroom Retrofits

PROJECT LOCATION: The project will take place at multiple locations within the City of Lake City in Columbia County.

PROJECT BACKGROUND: In 2015 The St. Johns River Water Management District (SJRWMD), in partnership with the Suwannee River Water Management District (SRWMD) (Grantee), Southwest Florida Water Management District (SWFWMD), South Florida Water Management District (SFWMD), and Florida Department of Environmental Protection (FDEP) solicited for water conservation projects from public entities that would result in measurable water savings, promote water conservation and enhance water use efficiency.

This project was submitted and approved based on benefits to priority springs, such as those in the Lower Santa Fe, Ichetucknee, and Wekiva River systems and furthering the implementation of the Regional Water Supply Plans (RWSP) for the North Florida Regional Water Supply Partnership (NFRWSP) and Central Florida Water Initiative (CFWI).

PROJECT DESCRIPTION: The City of Lake City owns, operates and maintains approximately 221 public and staff toilets and bathroom faucets. As the city has constructed or renovated bathrooms, they have replaced toilets with tanks and faucets with water conserving alternatives. Currently, the city has 51 inefficient toilets with tanks, 56 efficient tankless toilets, 103 regular faucets, and 11 efficient motion detection faucets. The city is a Rural Economic Community Development Initiative (REDI) Community and is within the Santa Fe River Basin and the Ichetucknee Springshed Basin.

The City will upgrade the 51 tanked toilets and the remaining 103 faucets. The 51 tanked toilets use 1.6 gallons per flush (GPF), the new tankless toilets will each use 0.8 GPF. The 103 faucets, each using 2.2 gallons per minute (GPM), will be replaced with new motion detection faucets that use 1.0 GPM of water.

The purpose of this project is to reduce the amount of potable water being used in city owned public and staff restroom facilities. The goal of the project is to reduce the water usage by 28%. When the water usage for all buildings with these restrooms are compiled for a 12-month period, the total water usage is 2,566,472 gallons. A 28% reduction will result in approximately 732,984 gallons per year saved.

ATTACHMENT B: TECHNICAL SPECIFICATIONS / SCOPE OF WORK

The proposed project is to replace an estimated 51 existing tanked toilets and 103 standard manual operating faucets with new tankless toilets and motion detection faucets. The project has the potential to save an estimated 2.6 million gallons a year, benefitting the Ichetucknee Springs. Benefits in addition to springs protection include saving precious drinking water, environmental stewardship, community recognition and utility bill savings.

Average daily domestic demands in commercial/industrial settings range between 20 and 35 gallons per day per employee. Sanitary fixtures and equipment in restrooms can account for nearly 40 percent of total water use within a facility. Depending on the type of facility and number of occupants and visitors, sanitary fixtures and equipment can provide significant opportunities for water and energy savings, particularly in older buildings with inefficient fixtures and equipment.

High efficiency toilets (HETs) are designed to accomplish a flush with an average of 20 to 25 percent less water use than older models. However, depending on the age of the toilet, an average of 3.0 gallons per flush could be saved. In metered water supply areas, such as Lake City, this translates into tangible savings. HETs save water that would otherwise be wasted, not only reducing utility bills, but also the amount of fresh water used. With the addition of motion detection faucets, water flow can be reduced to 1.0 gallons per minute per faucet, further improving water use efficiency.

The proposed water conservation project will serve as a model for eventual program expansion.

PROJECT DESCRIPTION: The successful bidder is obligated to complete the following:

Toilet Retrofit

- Remove all existing tanked toilets rated at 1.6 GPF or higher.
- Install white tankless toilets rated at 0.8 GPF maximum with new floor gaskets, grouting under bases and waterfeed lines as necessary to provide proper flush operation.
- Test the new HETs to ensure they are functioning properly without leaks.
- Repair of damaged walls/floors revealed when existing toilets are removed and new units installed. Match painted surfaces as close as possible.
- Remove and dispose of all materials from the replacement sites.
- Thoroughly clean each retrofitted site.

Faucet Retrofit

- Remove all existing standard manual operation faucets.
- Install motion detection faucets rated at 1.0 GPM maximum with new flexible waterfeed lines as necessary.
- Test the new faucets to ensure they are functioning properly without leaks.
- Repair of damaged counters/areas revealed when existing faucets are removed and new units installed. Match painted surfaces as close as possible.
- Remove and dispose of all materials from the replacement sites.
- Thoroughly clean each retrofitted site.

All work must include materials, installation, onsite management, material removal, standard 1-year parts warranty which includes all consumables, and a standard 1-year labor warranty. Contractor shall obtain any required permits. Plumbing equipment shall be industrial quality. Ceramic Fixtures shall be American Standard or equivalent.

The total number of items to be retrofitted is itemized in the list below:

Fixtures Per Building			
	Toilets	Faucets	Address
	to be replaced	to be replaced	
Airport	6	6	3524 E US Hwy 90
City Hall	7	9	205 North Marion Avenue
Fire Dept.	0	8	225 NW Main Blvd.
Police Dept.	0	12	225 NW Main Blvd.
Public Works	5	5	180 NE Gum Swamp Road
Recreation	23	41	
Teen Town			533 NW Desoto Street
Girl's Club			494 NW Desoto Street
Memorial Stadium			294 NW Stadium Terrace
Olustee Park			TBD
Young's Park			TBD
Wilson Park			TBD
Sprayfield	2	2	3999 SW Sisters Welcome Road
Utility Annex	1	6	492 SW St. Margarets Street
Utility Office	2	2	1486 SW McFarlane Avenue
Warehouse	1	1	200 NE Gum Swamp Road
WWTP	4	4	527 SW St. Margarets Street
WTP	0	7	144 SE Ozone Loop
	<u>51</u>	<u>103</u>	

MANUFACTURER’S WARRANTY:

The successful bidder shall provide a minimum of a one (1) year full warranty of all components provided. This warranty shall not include damage or failure due to abuse, negligence or misuse.

GENERAL REQUIREMENTS:

All work shall be performed between the hours of 8:00 am to 4:00 pm Monday through Friday. All debris are to be removed from the site daily and disposed of properly.

ATTACHMENT C:

BID PRICE SHEET: Provide all necessary materials, labor, insurances and permits required for the plumbing retrofit in accordance with the scope of work and terms and conditions detailed in the bid documents.

TOTAL BID \$ _____
dollars _____ cents

Add/Deduct: per toilet _____ per faucet _____

The project shall be completed within _____ days from the date Contractor receives the Notice to Proceed. The undersigned declares that they have examined the Notice to Bidders, Instructions to Bidders, and Technical Specifications/Scope of Work and is informed fully with regard to all terms and conditions pertaining thereto and agrees under these specifications at the prices set forth above.

FIRM NAME _____

ADDRESS _____

CITY,STATE,ZIP _____

TELEPHONE _____

FAX # _____

E-MAIL _____

Authorized Representative (PLEASE PRINT OR TYPE)

SIGNATURE _____

DATE _____

THIS FORM MUST BE USED FOR BID 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: _____
 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 BID 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 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 BID PROPOSAL

CONFLICT OF INTEREST STATEMENT

STATE OF FLORIDA, CITY OF _____

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

1. I am the _____ of _____ with a local office in _____ and principal office in _____ and principal office in _____.
City & State City & State
2. The above named entity is submitting a Proposal for the City of Lake City **ITB-018-2017** described as **PUBLIC RESTROOMS RETROFIT**.
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 BID 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 BID 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 BID 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 BID 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.

COMPLETED FORMS

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

- _____ Copy of Certificate of Insurance
- _____ Copy of Florida Department of Business and Professional Regulation (DBPR) License

_____ **PLEASE INITIAL**

THIS FORM MUST BE INCLUDED WITH BID PROPOSAL