



INVITATION TO BID
ITB-003-2019

Sealed bids will be accepted by the City of Lake City, Florida until **Thursday, February 14, 2019 at 11:00 a.m.** local time in the Procurement Department located on the 2nd floor of City Hall, 205 N Marion Avenue, Lake City, Florida 32055. **Any bids delivered to any other location will not be considered received by the Procurement Department.** 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 of City Hall, at which time all bids will be publicly opened and read aloud for:

JET A 15,000 GALLON FUEL TANK & SKID SYSTEM

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-003-2019), bid title JET A 15,000 GALLON FUEL TANK & SKID SYSTEM date and time February 14, 2019@ 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 (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
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 Director of Procurement. All questions will be answered in writing. Any answers which may alter the scope of work will be answered in the form of addenda. Any and all Addenda must be signed and returned with the original response to be considered responsive.

Deadline for receiving questions is **Wednesday , February 6, 2019 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 sixty (60) 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.

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.

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

Joseph A. Helfenberger
City Manager

SEALED BIDS WILL BE ACCEPTED BY THE CITY OF LAKE CITY TO FURNISH AND INSTALL
A NEW 200 GPM JET-A FUEL TANK & SKID SYSTEM FOR THE LAKE CITY GATEWAY AIRPORT
– KLCQ

“SPECIFICATIONS”

This Invitation to Bid is for all labor, equipment, and materials to complete the purchase and installation of a 200 GPM Jet-A Fuel Tank System which includes a 15,000 gallon Steel Aboveground, double walled Jet-A Fuel tank. The Jet-A Fuel Tank must be Factory Assembled, self-contained, pre-wired, pressure tested and painted white with all required labels and decals. The proposed bid must meet the specifications listed herein.

Requests for consideration for products other than those listed must be submitted for approval prior to the deadline for questions.

1. 200 GPM, JET-A TANK SYSTEM

One (1) 15,000 gallon, Steel Aboveground Jet-A Tank System, Double-wall, meeting UL-142, Standard for Steel Aboveground Tanks for Flammable and Combustible Liquids, Roll-up door style, internally epoxy coated tank with the following equipment:

- a. Automatic high-level shut-off system at 95% tank capacity with pre-check
- b. Aluminum floating suction with stainless steel test cable
- c. Emergency fire vents
- d. Standard tank vent
- e. Stage 1 vapor recovery system
- f. Interstitial space visible monitor
- g. Tank shut-off valves and anti-siphon valve
- h. Ground level reading tank gauge with high level alarm at 90% tank capacity
- i. *Gorman Rupp* 3” pump with explosion proof motor 230 volts 3 phase
- j. *Velcon* HV 1633 filter/separator with 5th edition filter elements, testable water defense air eliminator, pressure relief, differential pressure gauge, and manual drain valve
- k. Explosion-proof interior light
- l. All aluminum, lockable, roll-up door
- m. Inlet strainer with stainless steel basket
- n. Inlet adaptor with locking dust cover
- o. Static grounding reel with stainless steel coated, military ground clip, stop assembly
- p. Hand operated sump pump with anti-siphon valve
- q. Explosion proof motor starter and start-stop switch
- r. 15-gallon aluminum sump fuel recovery unit
- s. Total Controls meter with whole gallon register
- t. 2.5” X 12’ Bottom Loading Hose API-1529 with 3 lug bottom load nozzle
- u. Unit set-up to pump off-load transport and to bottom load to refueler at 200 GPM, fuel to be filtered in and out
- v. Side mounted ladder and platform
- w. Includes site electric/components supply and installation of Jet-A tank system

- x. Completion of all required Florida Department of Environmental Protection forms and permission notification forms as required by Florida code as they pertain to Fuel Storage Systems
- y. The 15,000 gallon aboveground, double-wall tank and Jet-A Fuel System, fully operational with all permits and appropriate agency approvals, including installation and one (1) year complete warranty
- z. The tank must be mounted on a skid system not a saddle system. It also must fit on a 15 foot by 45 foot concrete pad.

2. Materials and Products

2.1 MATERIALS

All materials and equipment used in this project shall be new and shall meet or exceed the following specifications.

2.1.1 STEEL PLATE

All steel plate used in the construction of the multi-hazard, protected AST and related accessories must conform to ASTM A36.

2.1.2 STEEL SHEET

All steel sheet used in the construction of the multi-hazard, protected AST and related accessories must conform to ASTM A570 Grade 33.

2.1.3 PIPING AND TUBING

All pipe used in the construction of the multi-hazard, protected AST and related accessories must conform to ASTM A179. All couplings, unions, elbows, tees, and fittings used shall conform to the ASTM standard appropriate for the pipe or tubing being connected. The piping system shall include a 2" stage 1 vapor recovery pipe with vapor recovery fittings.

2.1.4 TANK EQUIPMENT

The equipment, indicated on the manufacturer's drawings that is used on the multi-hazard, protected AST as part of its listing requirements or as part of the fuel transfer, storage, or dispensing systems must meet the following requirements:

- a. All applicable standards of section 2.1.2 above.
- b. All equipment installed shall be designed for use in fuel storage and dispensing systems and shall be compatible with other tank components and with the fuel to be dispensed.
- c. Except for the fuel filters, all equipment that is part of the tank pumping or dispensing system must be UL listed for use with flammable and combustible liquids.
- d. The tank must have an epoxy exterior primer with polyurethane top coat for protective high gloss finish.
- e. Provide FE Petro ¾ hp. Submersible Pump Assembly or equal.

2.2 PRODUCTS

2.2.1 ABOVEGROUND STORAGE TANK (AST)

The AST must be constructed with materials conforming to the specifications found in Section 2.1 and the entire assembly must be listed by a nationally recognized testing laboratory meeting the following requirements:

- a. Tank must be Flameshield™, 2-hour 2000° Fire tested double-wall aboveground storage tank.

- b. Tank must bear the Steel Tank Institute Flameshield™ identification label. 2. Aboveground tank must bear Southwest Research Institute 97-04 label.
- c. Tank must be manufactured in accordance with Steel Tank Institute Flameshield™ Standard for Aboveground Tanks.
- d. Aboveground tank primary and secondary containment (inner and outer walls) must be manufactured in accordance with Underwriters Laboratories UL 142, Standard for Steel Aboveground Tanks for Flammable and Combustible Liquids.
- e. Integral secondary containment must be tested and provide access for interstitial leak detection monitoring.
- f. The tank assembly must be constructed with integral supports that provide the capability to rigidly anchor the tank to its concrete foundation for resistance to seismic loads.
- g. The external surfaces of the outer tank, nozzles and supports must be protected from the elements with two coats of a high performance industrial epoxy and urethane coating system. The total minimum dry film thickness must be 4 mils. The color must be light ivory or white.
- h. Except for the vent riser pipe and access assembly, if any, the tank must be fabricated and assembled at the manufacturer's facility.

2.2.2 TANK VENTS

- a. Normal Vents, Each compartment of the primary tank must be equipped with a normal venting device sized in accordance with the requirements of NFPA 30. The venting device(s) must be installed so that it exhausts upward at an elevation no less than 12 feet above the ground.
- b. Emergency vents. Each compartment of the primary tank must be equipped with and emergency vent sized in accordance with NFPA 30.

2.2.3 GAUGING

The tank must be equipped with a float actuated level gauge capable of indication the approximate fluid level in the tank.

2.2.4 MONITOR PORT

- a. The tank must be equipped with a monitor port that may be utilized for the detection of leaks from the primary tank into the secondary containment tank. The monitor port must be a minimum of 2" steel pipe rigidly attached to the tank and suitable for manual or automatic electronic monitoring.
- b. The monitor port shall be furnished with a lockable cap and shall be marked to clearly indicate that it is not a fill port.

2.2.5 GROUND LEVEL FILL SYSTEM

If the tank fill adaptor is located higher than 3'6" above the ground surface. The access platform must meet the following requirements:

- a. The access platform must provide a working surface no less than 20 inches in width and 20 inches in length.
- b. The access platform must be no more than 36" below the top of the tank .
- c. The design of the steps and platform shall conform with all applicable requirements of OSHA.

The ground level fill system must meet the following specifications:

- a. All piping must be welded, unitized construction.
- b. A "dry-break" style camlock adaptor must be used to prevent spills or riser pipe drainback upon disconnection.

- c. A fuel return swing check valve shall be used to allow fuel to be transferred from the spill containment pan to the fill piping.
- d. The drop tube must have a built-in anti-siphon device.

2.2.6 TANK SIGNAGE

Signage must be affixed to the exterior of the tank in the proper location and configuration to meet applicable code requirements.

2.2.7 TANK LOCATION

The tank must be provided with minimum setback and clearances in accordance with local fire codes.

3. Execution

3.1 TANK INSTALLATION

Aboveground tank must be installed as recommended by the tank manufacturer and approved by the owner's representative. The tank must be installed in accordance with the manufacturer's installation procedure in effect at the time of installation. The tank, skid system, pump, and appurtenances must result in a complete working system. The City will install the concrete slab per the manufacturer's approved design prior to tank and skid system installation.

Electrical service and fuel piping to the pump unit must be installed in accordance with the drawings and the requirements within these specifications, as well as all applicable codes.

3.2 SUBMITTALS

- a. The contractor must provide with their bid the PDF copies of the manufacturer's product datasheets, drawings, installation instructions, and certificates of compliance with testing requirements, engineering data, and equipment specifications for permitting.
- b. Contractor must obtain all necessary permits at their cost.
- c. Completion of required FDEP facility registration forms must be submitted in 30 days.
- d. Contractor must give 48 hour prior notification to FDEP.

3.3 PROTECTED FUEL STORAGE TANK

Contractor must provide an aboveground steel fuel storage as specified in section 2 above in the quantity, size and arrangement as shown on the drawings, included with the delivery of the tank must be the manufacturer's certification of listing and compliance with NFPA30.

The completed installation shall comply with the requirements of the NFPA 30 and the conditions of approval stated on the permits. The tank must carry a label from a nationally recognized independent test laboratory stating that fire, hose steam, ballistics and impact tests were all performed on a single fully-assembled test tank.

3.4 WARRANTY

The tank manufacturer must furnish in writing a minimum of a one (1) year warranty.

4. Site work for Jet-A Tank System

4.1 Connect the new system to the existing electrical supply.

4.2 The installation of any associated electrical connections to existing power supply including sub panel emergency stop system for installation of tank.

4.3 Deliver and install new Jet-A tank and system meeting all FDEP requirements with all permit approvals.

4.4 Provide Start-up and training of City's chosen operators on all pump systems and operations.

“TERMS AND CONDITIONS”

A. LICENSES/QUALIFICATIONS:

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

B. PERMITS:

The awarded bidder shall secure all permits and arrange for inspections as required at their cost.

C. CONTRACT/AWARD:

1. The successful Contractor will execute the contract within ten (10) calendar days after Notice of Award. Upon receipt of required documents, a Notice to Proceed will be issued.
2. Award shall be made to the most responsive responsible bidder.

D. SCHEDULE:

1. Once the Jet A Fuel Tank system is delivered to site for installation work must be completed within 60 calendar days.

E. SPECIAL CONDITIONS:

1. Extended time may be allowed for the completion of this project due to inclement weather.
2. Decisions to allow days added to the contract due to inclement weather will be based upon weather records as recorded with the State of Florida, Division of Forestry located in Lake City, Florida and approved by the Airport Manager.
3. In the event additional days are awarded the contractor must notify the City of Lake City Procurement department at the beginning of work stoppage and each succeeding day until work can be safely resumed.

F. LIQUIDATED DAMAGES:

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, liquidated damages will be paid to the City of Lake City at the sum

of actual damages per day for all work awarded under the contract until the work has been satisfactorily completed and accepted by the City.

G. PAYMENT:

Payment for work completed 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. 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 upon completion and acceptance of work. Payment to Contractor will be made within thirty (30) calendar days of receipt of invoice, assuming there are no contested amounts with the invoice.

H. DISPOSAL OF WASTE:

The successful Contractor shall be responsible for the daily disposal of all waste materials, debris, and any and all excess materials, containers, etc. at an off-site location in accordance with local, state and federal regulations. The City dumpsters are not to be used by the Contractor. Disposal of waste materials shall be in a proper manner in accordance with all environmental guidelines and regulations.

I. OR EQUAL:

Any manufacturers' names, trade names, brand names or catalogue numbers used in the specifications are for the purpose of describing and establishing general performance and quality levels. Such references are not intended to be restrictive. Bids are invited on these and comparable brands or products provided the quality of the proposed products meet or exceed the quality of the specifications listed for any item. All requests for "or equal" consideration must be received prior to the deadline for receiving questions.

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, initiated by the contractor.
3. All changes or additions will be approved by the City of Lake City prior to work being initiated.

K. EXPERIENCE/REFERENCES:

Bidders must provide a statement of qualifications and include with their proposal a minimum of three (3) references for similar project in the past two (2) years. The list of references must be attached with the bid proposal on the form provided within these specifications. All reference materials provided become the property of the City of Lake City and also become public record.

L. INFORMATION:

Any questions in regards to the specifications or submission of this bid must be submitted in writing to the Procurement Department via fax at 386-755-6112 or emailed to procurement@lcfla.com.

M. ADDENDUM:

It will be the sole responsibility of the bidder to contact the Procurement Department prior to submitting a bid to determine if any addenda have been issued, to obtain such addenda, and to acknowledge addenda with their bid. Failure to submit acknowledgement of any addendum that affects the bid price is considered a major irregularity and will be cause for rejection of the bid.

N. REQUIRED DOCUMENTS:

The enclosed documents must be executed and returned with bid proposal or the proposal may be considered non-responsive. (Conflict of Interest Statement, Disputes Disclosure Form, Drug Free Workplace Certificate, Non-Collusion Affidavit of Proposer, Reference, Public Entity Crime Statement and E-verify Affirmation Statement.)

O. 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.

P. INDEMNITY:

Successful contractor will indemnify and hold Owner and Owner's agents 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.

Q. 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. 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>.

R. PUBLIC RECORD:

The Owner 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.

S. ADDITIONAL INFORMATION:

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

“PROPOSAL”

ITEM I: JET A 15,000 GALLON FUEL TANK AND SKID SYSTEM

TOTAL \$ _____

_____ Dollars _____ Cents

FIRM NAME _____

ADDRESS _____

CITY, STATE, ZIP _____

TELEPHONE _____

FAX _____

E-MAIL _____

Authorized Representative (Please Print or Type)

SIGNATURE _____

DATE _____

THIS FORM MUST BE USED FOR PROPOSAL

REFERENCES

List three (3) client/customer references including company name, address, contact person, telephone number, email address and length of time services provided. (Note: only list those client/customers in which a similar type of equipment/product or 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-003-2019** described as **Jet A 15,000 Gallon Fuel Tank and Skid System.**
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

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 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.

FORMS

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

_____ **PLEASE INITIAL**