



INVITATION TO BID
ITB-016-2020

Sealed bids will be accepted by the City of Lake City, Florida until **Tuesday, March 24, 2020 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:

SALE OF REAL PROPERTY AND WATER TREATMENT SYSTEM – BRANDON BRENT

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-016-2020, bid title SALE OF REAL PROPERTY AND WATER TREATMENT SYSTEM – BRANDON BRENT date and time MARCH 24, 2020 @ 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

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 **Tuesday, March 17, 2020 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

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“BRANDON BRENT WATER TREATMENT SYSTEM”

SEALED BIDS WILL BE ACCEPTED BY THE CITY OF LAKE CITY FOR THE SALE OF SURPLUS LAND AND THE WATER TREATMENT SYSTEM KNOWN BY THE CITY AS BRANDON BRENT LOCATED AT 507 BRANDON DR., LAKE CITY, FLORIDA, 32055. ONLY PRE-QUALIFIED BUYERS WILL BE CONSIDERED.

It is the intent of the City to enter into a Purchase and Sale Agreement with the bidder who submits the highest, responsive, responsible Bid, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and is deemed to be in the best interest of the City.

BACKGROUND

Brandon Brent Water Treatment System was purchased along with three other plants from the Dicks Family. Due to the Columbia County building their plant, it was decided not to run the lines to Ellisville as originally planned.

SPECIFICATIONS

Water Treatment System/Public Water System ID #2124372
Population Serviced: 270+- 96 Services +- Varies Monthly
Permitted for: 74,000 gallons per day

For further information, please see Attachment A: Florida Department of Environmental Protection Inspection Report.
Attachment B: County Property Appraisers Print out.

County Parcel #35-4S-17-09033-000

See Attachment A for more information.

Township 4 South, Range 17 East

Section 35: Part of the NW ¼ of the NW ¼, more particularly described as follows: For a Point of Beginning, begin at a point on the West right of way line of Brandon Circle, in Brent Heights, a subdivision as recorded in Plat Book 6, Pages 51 & F1A, public records of Columbia County, Florida, said point also being the SE corner of Lot 7 of Brent Heights Subdivision, and thence run S 10°00'06" W, along said West right of way line, a distance of 28.53 feet; thence run S 02°14'18" W, still along said West right of way line, a distance of 206.59 feet to the NE corner of said lot 6, Brent Heights Subdivision; thence run S 85°43'08" W along the North line of lot 6 a distance of 230.34 feet to the NW corner of lot 6; thence run N 02°12'28" E along the Western boundary of the entire Brent Heights Subdivision, a distance of 272.29 feet to the SW corner of lot 7, Brent Heights; thence run S 85°00'00" E along the South line of said lot 7a distance of 233.13 feet to the SE corner of lot 7, and the Point of Beginning. Containing 1.44 acres, more or less. Parcel Identification Number: R09033-000.

Improvements:

The following upgrades have been completed since the City took ownership of the property:

Generator was installed in 2012
C12 Analyzer was installed in 2013
Hydro-tank was installed in 2014
Mixer installed in 2015
Pump was installed in Well #2 in 2016

Site Visit:

Site Visits will be arranged by appointment only. Please contact Mike Osborn, Water Treatment Plant Director at osbornm@lcfla.com or (386) 466-3352 to view the site. Any and all questions must come in writing to procurement@lcfla.com.

TERMS AND CONDITIONS

SURVEY

The City will not provide a Survey.

DISCLAIMER / SALE BASIS

Sale is on an “as is” basis and the City offers no guarantee or warranty expressed or implied as provided in the Contract. All sales are final.

BUYER’S RESPONSIBILITY

The sale of the Property is subject to the following factors and these considerations will be a condition of title:

- (a) Successful Buyer is pre-qualified and meets all the requirements per Florida Statute 180.301.
- (b) Seller does not represent or warrant the condition of the Property, nor whatever improvements may be erected on the Property.
- (c) Buyer, in addition to the bid amount, will pay the appraiser fee and other closing costs.
- (d) Buyer shall assume all environmental liability relating to the Property and will be required to execute documentation at closing releasing the City from any and all environmental liability.

BID DEPOSIT GURANTEE

Each submitted Bid shall be accompanied by a Bid Deposit Guarantee, submitted in the form of a certified or cashier’s check, money order, certified check, bank draft, trust company treasurer’s check or other non-cancelable instrument made payable to the City of Lake City, in the amount of **Five Thousand Dollars (\$5,000.00)**.

The successful bidder's guarantee shall be applied toward the price of the property, deposits of the unsuccessful bidder(s) shall be returned upon contract award by the City of Lake City.

CONTRACT

Successful Bidder will be required to execute the Purchase and Sale Agreement within thirty (30) days of the notification of the award.

SECURITY FORFEITURE

If within thirty (30) days after notification by City of the award, the successful Bidder refuses or otherwise neglects to execute the required Purchase and Sale Agreement and/or fails to furnish or satisfy any other conditions or requirements of this Bid, the Bidder's Deposit shall be forfeited and the same shall be retained by the City. No plea of mistake in the bid or misunderstanding of the conditions of forfeiture shall be available to the Bidder for the recovery of his/her/its bid security or as a defense to any action based upon the neglect or refusal to execute a written contract.

CLOSING DATE

This transaction shall be closed and deed and other closing papers delivered on or before ninety (90) calendar days after the effective date, as defined in the Contract for Sale and Purchase.

PERMITS AND LICENSES

The successful Bidder will be responsible for obtaining all required permits and licenses relating to the property.

PAYMENT TERMS

The balance of your bid (total minus deposit) shall be paid upon closing of the sale of the property as provided in the Contract. Final payment must be in the form of a cashier's check, certified check, or money order. Checks shall be payable to the City of Lake City. **NO PERSONAL, COMPANY CHECKS OR CASH WILL BE ACCEPTED.**

TERMS AND CONDITIONS OF SALE

The successful Bidder shall pay for State Documentary stamp, recording of deed, and the cost of recording any corrective instruments.

Bidder shall take title subject to zoning regulations, restrictions, prohibitions and other requirements imposed by governmental authorities; restrictions in matters appear on the plat; public utility and other easements of record; any permits to which the Property is subject; taxes and special assessments from the date of closing and subsequent years. Bidder may secure title insurance at his/her/its cost.

ADDENDA

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.

PREQUALIFICATION

All bidders must be pre-qualified by the County. Please contact Mr. David Kraus, Assistant County Manager at 386-758-1178 or by email at david_kraus@columbiacountyfla.com.

GOVERNING LAWS & REGULATIONS

The Bidder shall be responsible for being familiar and complying with any and all federal, state, and local laws, ordinances, rules and regulations that, in any manner, affect the purchase of this property. The agreement shall be governed by the laws of the State of Florida, Columbia County and the City of Lake City.

INSURANCE:

- a. Without limiting Contractor's indemnification, it is agreed that the successful Contractor will purchase at their expense and maintain in force at all times during the performance of services under this agreement the following insurance. Where specific limits are shown, it is understood that they must be the minimum acceptable limits. If successful Contractor's policy contains higher limits, the City of Lake City will be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the City naming the City of Lake City as additional insured. These certificates must provide a ten (10) calendar day notice to the City in the event of cancellation, non-renewal or a material change in the policy.
- b. Statutory Workers Compensation insurance as required by the State of Florida.
- c. Commercial General Liability insurance to provide coverage of not less than \$1,000,000.00 combined single limit per occurrence and annual aggregates where generally applicable and must include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.
- d. 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.

INDEMNITY

Successful Contractor will indemnify and hold the City of Lake City and City's agents (engineer, surveyors, etc.) harmless from any loss, cost, damage or injury sustained by any persons (s) as a result of the actions of employees or officers of the Contractor, Sub-Contractors or suppliers.

BID DEPOSIT GURANTEE

Each submitted Bid shall be accompanied by a Bid Deposit Guarantee, submitted in the form of a certified or cashier's check, money order, certified check, bank draft, trust company treasurer's check or other non-cancelable instrument made payable to the City of Lake City, in the amount of **Five Thousand Dollars (\$5,000.00)**.

The successful bidder's guarantee shall be applied toward the price of the property, deposits of the unsuccessful bidder(s) shall be returned upon contract award by the City of Lake City.

PAYMENT

A certified check or money order made payable to the City of Lake City for the total bid amount less the bid deposit, plus applicable Florida taxes is due after the Notice of Award has been issued.

PUBLIC RECORD

The City of Lake 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:

- a. Keep and maintain public records required by the City in order to perform the service.
- b. Upon request from the City'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.
- c. 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 City.
- d. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City 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 City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

- e. A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

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 CITY CLERK'S OFFICE AT 386-719-5756, 386-719-5826, CITYCLERK@LCFLA.COM, WITH AN OFFICE LOCATED AT 205 NORTH MARION AVENUE, LAKE CITY, FLORIDA 32055.

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.

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**OFFICIAL CITY BID FORM
CITY OF LAKE CITY, FLORIDA**

SALE OF REAL PROPERTY AND THE WATER TREATMENT SYSTEM KNOWN BY THE CITY AS BRANDON BRENT LOCATED AT 507 BRANDON DR., LAKE CITY, FLORIDA, 32055

TO: CITY OF LAKE CITY

DATE SUBMITTED: _____

BID PROPOSAL

Full Legal Company Name

Mailing Address
Number

Telephone Number

Fax

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for ITB-016-2020; SALE OF REAL PROPERTY AND WATER TREATMENT SYSTEM LOCATED AT 507 BRANDON DR, LAKE CITY, FLORIDA in Columbia County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents to submit the following Bid Proposal summarized as follows:

PURCHASE BID PRICE	\$ _____
SUBTRACT THE DEPOSIT	\$ _____
BALANCE AT CLOSING DATE	\$ _____

Bidders must type or legibly write, in blue or black ink, the Purchase Bid Price to be Paid to the City.

It is the intent of the City to enter into a Purchase and Sale Agreement with the bidder who submits the highest, responsive, responsible Bid, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and is deemed to be in the best interest of the City.

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CORPORATE/COMPANY

Full Legal Company Name: _____
_____ (Seal)

By: _____
_____ Signature of Authorized Representative (Name & Title typed or printed)

By: _____
_____ Signature of Authorized Representative (Name & Title typed or printed)

Address: _____

Telephone No.: (____) _____ Fax No.: (____) _____

Email Address for Authorized Company Representative: _____

Federal I.D. Tax Number: _____ DUNS #: _____
(If applicable)

INDIVIDUAL

Name: _____
_____ (Title) (Signature) (Name typed or printed)

Address: _____

Telephone No.: (____) _____ Fax No.: _____

Email Address: _____

Federal I.D. Tax Number: _____

- Submittal Requirements:
- Official City Bid Form
 - Sworn statement under section 287.133(3)(n), Florida statutes on Public entity crimes
 - Conflict of Interest Disclosure Form
 - Disputes disclosure form
 - Non Collusion Affidavit
 - E-verify affirmation statement
 - Fully Acknowledged Addenda Applicable to this bid

Official City Bid Form, all listed forms above and Bid Bond must be completed, along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal. One (1) original and one (1) copies of all required forms must be submitted.

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**SWORN STATEMENT UNDER SECTION
287.133(3)(n), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid No._____.
2. This sworn statement is submitted by _____ whose business address is _____ and (if applicable) its Federal Identification No.(FEIN) is _____. If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement_____.
3. My name is _____ and my relationship to the entity named above is_____.
4. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to, and directly related to, the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentations.
5. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes means:
 - b. A predecessor or successor of a person convicted of a public entity crime; or
 - c. an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders,

employees, members and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in neither management of the entity, nor any affiliate of the entity have been charged with or convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with, and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies)

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest

to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

_____The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services)

Signature: _____ Date _____

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority, _____ who after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____ 20_____.

Notary Public, State at large

My Commission Expires:

THIS FORM MUST BE INCLUDED WITH PROPOSAL

DISPUTES DISCLOSURE FORM

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

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

YES _____ NO _____

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

YES _____ NO _____

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

YES _____ NO _____

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

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

Firm Date

Authorized Signature Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH PROPOSAL

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No:

Project Description:

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

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

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

Contractor/Proposer/ Bidder Company Name:

Authorized Company Person's Signature:

Authorized Company Person's Title:

Date: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL