



INVITATION TO BID  
ITB-002-2018

Sealed bids will be accepted by the City of Lake City, Florida until **Tuesday, March 20, 2018 at 11:00 a.m.** local time in the Procurement Department located on the 2<sup>nd</sup> 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 2<sup>nd</sup> floor of City Hall, at which time all bids will be publicly opened and read aloud for:

**RADIO COMMUNICATION EQUIPMENT & INFRASTRUCTURE SUPPORT**

**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-002-2018), bid title (RADIO COMMUNICATION EQUIPMENT & INFRASTRUCTURE SUPPORT) the date and time (MARCH 20, 2018 @ 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 **Monday, March 12, 2018 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](mailto: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

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Wendell Johnson  
City Manager

## **“TERMS AND CONDITIONS”**

### **1. Background/Introduction**

The City of Lake City (“City”) is soliciting bids for the inspection, maintenance, support and repair of Radio Communication Equipment and Infrastructure for vehicles, buildings and towers located within the City of Lake City. The awarded Contractors shall furnish all labor, materials, and equipment necessary to complete all work specified by the City.

All materials shall be first grade products of reputable manufacturer and shall be installed in compliance with the standards of good workmanship and shall be **approved** by the City’s representative prior to installation.

The City has the right to verify costs of parts and/or materials at any time during the term of this contract and any subsequent extension periods.

### **2. Roles and Responsibilities**

#### **2.1 City’s Responsibility**

**2.1.1** Only the City representative or his/her designated alternate has the authority to inspect, accept, or reject all deliverables. Acceptance of deliverable, final or otherwise, may be provided in writing or electronic format as deliverables are met.

**2.1.2** The City Representative or his/her designated alternate shall ensure all work under the project has been completed and the project is ready for closeout prior to final payment. Final payment may not be made until all Work is complete and all deliverables are received and accepted.

**2.1.3** The City will:

**2.1.3.1** Coordinate access and schedules with contractor to complete the work required.

**2.1.3.2** Inspect work in progress and may accompany contractor while repairs are in progress.

**2.1.4** The City reserves the right to prioritize any Work schedule and to accept or decline the amount of Work to be completed.

**2.1.5** The City reserves the right to add or delete towers during the term of this Contract and any subsequent extensions.

#### **2.2 Contractor’s Responsibility**

**2.2.1** Provide all equipment, materials, transportation and labor necessary to complete the Work.

**2.2.2** Perform all Work specified.

**2.2.3** Notify the City promptly of any issues encountered.

**2.2.4** Coordinate site visits with the City.

**2.2.5** Comply with all Federal, State, and Local codes and ordinances, OSHA safety requirements, and the American Society of Safety Engineers (“ASSE”) tower standards and the American National Standards Institute (“ANSI”) tower standards and fall protection codes.

**2.2.6** Periodically meet with the City to discuss maintenance and repairs and update progress on service orders.

**2.2.7** Upon completion of the Work, remove refuse and rubbish from and about the jobsite. Leave areas and equipment clean and in operational state. All shipping and packaging materials shall be removed from the jobsite and disposed of in a lawful manner.

### **3. Deliverables**

#### **3.1 Work Completion Report**

**3.1.1** A written completion report shall be given to the City at the conclusion of any of the following: 1) Inspections; 2) Maintenance; 3) installations; and 4) any repairs on the radio towers.

**3.1.2** The work completion report shall consist of: 1) before and after photographs of work performed; 2) the actual work performed and any outcomes of findings; 3) itemized labor for the work; and 4) itemized parts with unit price, extended price, and discount percent off MSRP.

**3.1.3** When ground tests are required, the contractor shall deliver a ground test report to the City in addition to the work completion report.

### **4. Contractor Employee Requirements**

The Contractor will assign only qualified, trained, competent and reliable personnel to perform the services.

**4.1** The Contractors and their employees will be required to pass (“CJIS”) Criminal Justice Information Systems criminal background check and certification that has to be completed at Lake City Police Department.

**4.2** No Contractor employee will be permitted to work in the City facility if their criminal history reveals a conviction or deferred adjudication of a class B misdemeanor in the last ten (10) years or a crime of moral turpitude.

**4.3** CJIS background checks take approximately one to two weeks to process on average. This processing time is an estimate and can vary greatly depending on complexity of searches performed and other factors.

**5. Scope of Effort**

Work is to be scheduled by the City and will be based on maintenance schedules, new equipment requirements, and emergency repair requirements. Work performed may require certified tower climbers.

**6. Scope of Work**

Contractor must maintain, support, troubleshoot and repair all issues relating to radio communication infrastructure and Mobile/Portable radio hardware including but not limited to the following:

<b>Communication Infrastructure</b>	<b>Radio Hardware</b>
Repeaters	Power Supplies
Power Supplies	Microphones
Cables	Antenna
Fittings	Cables
Antenna	Fittings
Amps/exciter	Programming
Combiners	Software
Duplexer	Installation and removal
Relays	Speakers
Radio Switches	Batteries
Programming	Chargers
Filters	Encryption
FCC Licensing	
Installation and removal	
Encryption	

**7. Equipment Requirements**

**7.1** The Contractors must have the ability to purchase new radio and infrastructure hardware from selected vendors with City Representative’s approval. Radio equipment currently used by the City are Icom and Motorola.

**7.2** The Contractor must have the knowledge and ability to support, maintain, install, remove, and repair current and future equipment during the term of this agreement.

**7.3** The Contractor must install any related equipment supplied by the City Representative and/or approved by the City Representative. The equipment shall include all factory-supplied wiring and hardware.

**7.4** The Contractor must check radio(s) for proper operation and check SWR of antenna(s).

**7.5** For equipment installed in vehicles, all ground wires will go to the main vehicle ground with a nut and bolt. Fuse/circuit breaker values will be sized appropriately for load and length of wiring used. All precautions must be made to insure that the wiring is protected from chafing.

**7.6** The Contractor must remove all debris after installation from the vehicle prior to deliver to the City. The City Representative will not accept any vehicle that has installation debris left in the interior or exterior of the vehicle to include, but not limited to:

- Metal shavings
- Tape
- Wire

**8. Hours of Performance**

Routine service requests shall be completed during normal business hours which are 8:00 AM to 5:00 PM Eastern Time, Monday through Friday. Contractor must respond to routine service requests within twenty-four (24) to forty-eight (48) hours after notification.

After hours or emergency service requests are requests outside of normal business hours due to unforeseen circumstances. Response time for after hours or emergency services requests shall be no longer than four (4) hours onsite.

No work shall be done on weekends or City holidays unless it is determined to be an emergency by the City.

**9. Competency of bidders**

Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this Invitation to Bid and who can provide evidence that they can satisfactorily execute the services under the terms and conditions herein stated. The term “equipment” and “organization” as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City of Lake City.

**10. Notice of award**

The proposal of the successful Bidder(s), the written Notice of Award, the terms, conditions and specifications contained in the Invitation to Bid will constitute the contract. It is and shall be understood and agreed that a Contract shall be deemed to be awarded and validly entered into between the successful Bidders and the City when written notice has been executed by the City through its authorized agent. Note: Purchase orders shall be issued when service is needed.

Contracts shall be awarded based on the fixed fees (**hourly rates + % of markup**) submitted by responsible bidders who demonstrate compliance with bid specifications and capability to perform according to the terms of the Contract.

**11. Price for service**

The bid will be divided into two groups:

- I. Hourly rate of labor
- II. Mark-up factor (%) over cost of materials

**Group I**, bid your hourly labor rate. Bid the hourly rate of labor during working hours (8:00 a.m. thru 5:00 p.m., Monday – Friday) and the hourly rate of labor for emergency calls after hours.

**Group II**, bid on the percentage (%) mark-up over your cost for parts and materials. The City will pay for parts, on a cost plus mark-up factor (%). The City reserves the right to check with Contractors supplier to confirm cost for parts and materials. Confirming price plus mark-up factor should equal your invoice price for parts and materials. The percentage mark-up is being used to provide for fluctuations in market price for parts and material and to provide an equitable quantifiable invoicing system.

Pricing on Group I and Group II combined, will pertain to services performed for less than \$2500. Services to be performed in excess of \$2500 will require competitive quotes or bids.

**BOTH GROUPS MUST BE BID ON FOR YOUR BID TO BE CONSIDERED  
RESPONSIVE.**

**12. Firm price**

The City requires a firm fixed price on unit prices (hourly rates and percentage) as bid for the contract period.

**13. Contract term**

The Term of the Contracts shall be one (1) year. The City reserves the right to renew the contract for two (2) consecutive one (1) year terms, under the same terms and conditions, upon mutual agreement with the successful Bidders.

**14. Performance**

It is the intention of the City of Lake City to contract as specified herein with multiple bidders, at a predetermined rate, that will give prompt and convenient response to the City's needs. Any failure of the successful bidder(s) to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the City for cause or without cause.

**15. Termination**

This AGREEMENT may be terminated by either party by seven (7) calendar day's prior written notice, in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. The CONTRACTOR and the CITY shall also have a right to terminate this AGREEMENT for convenience at any time by providing thirty (30) calendar days written notice to either one or the other.

**16. Vendor Service Representative**

The Bidder shall submit with his bid proposal the name, address, and phone number of the person(s) to be contacted for information and for the coordination of service. A contact for regular work-hours and after-hours, weekends, and holidays must be identified.

**17. 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.

### **18. Indemnity**

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

### **19. 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 Owner at the amount not to exceed actual damages incurred by the City per day.

### **20. Contract**

The successful Contractor(s) must execute and return the contracts within ten (10) calendar days of issuance of Notice of Award.

### **21. Payment**

Payment will be based on: (a) City's acceptance of work, and (b) submitted evidence, if requested by 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. Payment to Contractor will be made within thirty (30) calendar days of receipt of invoice, assuming there are no contested amounts with the invoice. Contractor should invoice per job.

### **22. Experience**

Bidders should have 5 years minimum experience with all radio platforms. Bidders must provide with their proposal material for evaluating the ability of the potential Bidder to execute a project of this type. Therefore, the Bidder is required to provide a minimum of

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

**23. 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](mailto:procurement@lcfla.com).

**24. 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.

**25. 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.)

**26. 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>.

**27. 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](mailto:CITYCLERK@LCFLA.COM), CITY CLERKS OFFICE, 205 N MARION AVE., LAKE CITY, FL, 32055.**

**28. Additional information**

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

*[The remainder of this page is left blank intentionally]*

PROPOSAL

**Bidder must bid on all items to be considered. Failure to bid all items shall cause bidder's bid to be considered non-responsive. Bidder should NOT reference the words "No Charge", "N/C", "Included", etc. on any of the line items of this form. Failure to identify a monetary amount for each line item may cause bidder's bid response to be considered non responsive and rejected. Any minimum requirements must be identified in comments/exemptions and rate reflected in hourly rates. (ie: two man minimum)**

**HOURLY RATE OF LABOR**

	LABOR	Hourly Rate
<b>GROUP I</b>		
1.	Normal Scheduled Work (24 to 48 hour response time)	\$ <input type="text"/>
2.	Emergency Work (4 hour response time)	\$ <input type="text"/>
<b>GROUP II</b>	<b>PERCENTAGE MARK-UP (PARTS AND MATERIALS)</b>	
3.	Percentage Mark-up	\$ <input type="text"/> %

**Comments/Exceptions:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**THIS FORM MUST BE USED FOR BID PROPOSAL**

FIRM  
NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

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

TELEPHONE \_\_\_\_\_

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

CELL # \_\_\_\_\_

AFTER HOURS  
CONTACT # \_\_\_\_\_

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

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

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

**THIS FORM MUST BE USED FOR BID PROPOSAL**

## REFERENCES

List 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 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**

**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-002-2018** described as **RADIO COMMUNICATION EQUIPMENT & INFRASTRUCTURE SUPPORT**.
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 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**

**DRUG FREE WORKPLACE CERTIFICATE**

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, \_\_\_\_\_(print or type name of firm) publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

- Informs employees about the dangers of drug abuse in the work place, the firm’s policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (\*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee’s community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

“As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein”

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date Signed

State of Florida

County of \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Personally known \_\_\_\_\_ or Produced Identification \_\_\_\_\_

(Specify type of identification)

\_\_\_\_\_  
Signature of Notary

My Commission Expires: \_\_\_\_\_

**THIS FORM MUST BE INCLUDED WITH PROPOSAL**

**NON-COLLUSION AFFIDAVIT**

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

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

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

1. He/She is \_\_\_\_\_ of \_\_\_\_\_, the Bidder,  
Title Company Name  
that has submitted the attached proposal;

2. He/She is fully informed respecting the preparation and contents of the attached proposal and  
of all pertinent circumstances respecting such proposal;

3. Such Proposal is genuine and is not a collusive or sham proposal;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives,  
employees, or parties in interest, including this affiant, has in any way colluded, connived, or  
agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham  
Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by  
agreement or collusion or communication or conference with any other Bidder, firm, or person to  
fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit  
or cost element of the proposal price or the proposal price of any other Bidder, or to secure through  
any collusion, connivance, or unlawful agreement any advantage against the City of Lake City,  
Florida or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any  
collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its  
agents, representatives, owners, employees, or parties in interest, including this affiant.

SIGNED \_\_\_\_\_

TITLE \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_ day of \_\_\_\_\_ 20\_\_.

Personally known \_\_\_\_ or Produced Identification \_\_\_\_\_  
(Specify type of identification)

\_\_\_\_\_  
Signature of Notary  
My Commission Expires: \_\_\_\_\_

**THIS FORM MUST BE INCLUDED WITH PROPOSAL**

**E-VERIFY AFFIRMATION STATEMENT**

RFP/Bid /Contract No:

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Project Description:

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

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

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

Contractor/Proposer/ Bidder Company Name:

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Authorized Company Person's Signature:

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Authorized Company Person's Title:

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Date: \_\_\_\_\_

***THIS FORM MUST BE INCLUDED WITH PROPOSAL***

# CITY OF LAKE CITY BIDDER'S CHECK LIST

**BIDS MAY NOT BE CONSIDERED** if the following documents and/or attachments are not completely filled out and submitted with your bid.

**Before sending in your bid, please make sure you have completed all of the following:**

\_\_\_\_\_ Enclose two (2) sets of the Bid form (one marked original and one copy), including all handwritten sections. Please make and retain a separate copy of this bid package for your records.

\_\_\_\_\_ Bid Form, must be complete and have a manual signature (original signature) preferably signed in blue ink.

\_\_\_\_\_ Every page that has anything hand written on it, must be imprinted with the company's name on the top right-hand corner of the page.

\_\_\_\_\_ Return bid in an envelope with the bid number and name of bid printed on the front of the envelope. If Fed-Ex or UPS, please keep bid in a separate sealed envelope when placing it in their packaging.

\_\_\_\_\_ Acknowledge in the bid any and all addendums issued and manually sign each addendum sheet and submit it with your bid.

\_\_\_\_\_ Erasures or other descriptive literature, brochures and/or data must be initialed by the person signing the bid.

### FORMS

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

\_\_\_\_\_ **PLEASE INITIAL**