

INVITATION TO BID

016-2023

PETROLEUM PRODUCTS AND DELIVERED DIESEL FUEL- ANNUAL  
TERM CONTRACT

City of Lake City  
205 N. Marion Ave.  
Lake City, FL 32055

RELEASE DATE: September 6, 2023

DEADLINE FOR QUESTIONS: September 20, 2023

RESPONSE DEADLINE: October 4, 2023, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/lcfla>

City of Lake City  
INVITATION TO BID

Petroleum Products and Delivered Diesel Fuel- Annual Term Contract

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A - PETROLEUM PRODUCTS AND DELIVERED DIESEL FUEL

## 1. Introduction

### 1.1. Summary

#### INVITATION TO BID

016-2023

Sealed bids will be accepted by the City of Lake City, Florida until Wednesday, October 4, 2023 at 2:00 pm, local time through the City's e-Procurement Portal, OpenGov Procurement. Any bids received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder. Bids will not be accepted through any other means. Bid opening will be promptly at 2:15 pm in the OpenGov located on the 2nd floor in City Hall, at which time all bids will be publicly opened and read aloud for the purchase and installation of:

Petroleum Products and Delivered Diesel Fuel- Annual Term Contract

Any deviation from the specifications must be explained in detail under "Clarifications and Exceptions", as part of the Bidder's Response, 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 related to this ITB shall be submitted in writing through the [OpenGov Procurement](#) Question/Answer Tab via the City's e-Procurement portal, on or before, Question & Answer Submission Date by Question & Answer Submission Time. Please include the section title for each question, if applicable, in order to ensure that questions asked are responded to correctly.

All questions must be in writing and directed to the Procurement Director. All questions will be answered in writing. Any answers which may alter the scope of work will be answered in the form of addenda. Any and all addenda must be acknowledged through the City's e-Procurement Portal. Deadline for receiving questions is Wednesday, September 20, 2023 at 2:00 pm. Questions received after this date and time will not be considered.

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

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

Paul Dyal

City Manager

## 1.2. [Contact Information](#)

**Brenda Karr**

Procurement Analyst

205 North Marion Avenue

Lake City, FL 32055

Email: [karrb@lcfla.com](mailto:karrb@lcfla.com)

Phone: [\(386\) 758-5407](tel:(386)758-5407)

**Department:**  
Procurement

1.3. [Timeline](#)

<b>Release Project Date</b>	September 6, 2023
<b>Question Submission Deadline</b>	September 20, 2023, 2:00pm
<b>Question Response Deadline</b>	September 27, 2023, 2:00pm
<b>Proposal Submission Deadline</b>	October 4, 2023, 2:00pm
<b>Contractor Selection Date</b>	November 6, 2023

## 2. Instruction To Bidders

### 2.1. Overview

The City of Lake City is accepting bids for The supplier must furnish to the City of Lake City petroleum products and delivered diesel fuel for the use and operation of public owned vehicles, equipment, and storage tanks..

Bidders shall create a FREE account with OpenGov Procurement by signing up at <https://procurement.opengov.com/signup>. Once you have completed account registration, browse back to this page, click on "Submit Response", and follow the instructions to submit the electronic response.

### 2.2. Submittal Deadline

Bids shall be submitted via the City's e-Procurement Portal, OpenGov Procurement, no later than Wednesday, October 4, 2023 at 2:00 pm. Late proposals shall not be accepted.

### 2.3. Pre-Bid Meeting

There will be no pre-bid meeting associated with this project.

### 2.4. Questions

All questions related to this ITB shall be submitted in writing via the OpenGov Question/Answer Tab via the [City's e-Procurement portal](#), on or before, Wednesday, September 27, 2023 by 2:00 pm. All questions submitted and answers provided shall be electronically distributed via email to bidders following this solicitation on the City's e-Procurement Portal. Oral answers given by anyone shall not be authoritative.

### 2.5. Addenda

- A. The Procurement Department may issue an addendum in response to any inquiry received, prior to the deadline for questions which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, regardless of the source, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. Bidders will be notified by email when an any addendum are issued.
- B. It is the Bidders responsibility to ensure receipt of all addenda and any accompanying documentation. The Bidder is required to Acknowledge receipt of the addenda in the OpenGov system. Failure to acknowledge each addendum in the OpenGov system will prevent your bid from being submitted.

## 2.6. Contents of Solicitation and Bidders Responsibilities

It is the responsibility of the Bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the Bidder will not be accepted as a basis for varying the requirements of the City or the amount to be paid to the vendor.

### **3. Scope of Work and Related Requirements**

#### **3.1. General Scope of Work**

The supplier must furnish the City of Lake City petroleum products and delivered diesel fuel for the use and operation of public owned vehicles, equipment, and storage tanks.

#### **3.2. License**

All bidders must be qualified under the laws, rules, and regulations of the State of Florida and the City of Lake City to perform the work required by these documents.

#### **3.3. Contract**

The proposal of the successful Bidder together with the written Notice of Award, and the terms, conditions, and specifications contained in the Invitation to Bid will constitute the contract. The contract term will be for two (2) year period. The City reserves the right to extend the contract for three (3) additional one (1) year terms, upon mutual agreement with the successful Bidder. Contract start date will be December 8, 2023.

#### **3.4. Evaluation**

Evaluation of bids will be based on the total add-on per gallon. Other consideration by the City will include the type of service center, hours of operation and locations.

#### **3.5. Protection of Property/Property Conditions**

- A. If property is damaged performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the bidder in a manner acceptable to the City of Lake City.
- B. Bidder shall notify the Contract Manager for the City of the work site having pre-existing damage before beginning the work. Failure to do so shall obligate the bidder to make repairs as addressed in this solicitation.
- C. Bidder shall be responsible for securing all work areas to be safe.

#### **3.6. Safety**

The Contractor shall be responsible for the safe conduct of his/her personnel during the execution of the work detailed herein. The Contractor shall meet or exceed the standards set for by the Occupational Safety and Health Administration (OSHA) and requirements established by the Federal, State, and Local agencies. Should an unsafe condition be identified during the execution of this work, the Contractor will immediately suspend such activity until a safe method can be employed.



### 3.7. Employees

- A. Contractor shall be responsible for the appearance of all working personnel assigned to the project. Personnel shall be clean and appropriately dressed at all times. Personnel must wear property identification at all times (company shirts, ID badges, etc.)
- B. All personnel of the Contractor shall be considered to be, at all times, the sole employees of the Contractor, under the Contractor's sole direction, and not an employee or agent of the City of Lake City. The Contractor shall supply competent and physically capable employees and the City of Lake City may require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on city property is not in the best interest of the City of Lake City. The City of Lake City shall not have any duty to implement or enforce such requirements.
- C. Contractor shall assign an "on-duty" supervisor who speaks and reads English.
- D. Contractor shall have its employees refrain from the use of tobacco products in the City's buildings or grounds. Tobacco use will be allowed in designated areas only.
- E. Contractor shall be solely responsible for receiving all materials and equipment at site.

### 3.8. Storage of Materials

Contractor shall discuss material and/or equipment storage areas with the City Contract Manager.

### 3.9. 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.

### 3.10. Warranty

- A. The Contractor agrees that the goods furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such goods and that the rights and remedies provided therein are in addition to and do not limit those available to the City of Lake City by any other clause of this solicitation. A copy of this warranty shall be furnished with the bid. At a minimum, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of final acceptance of the entire project by the City of Lake City in writing.
- B. The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in this solicitation and under the contract shall be new, in first class condition, and in accordance with the ITB documents. The Contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be

performed by persons qualified at their respective trades. Defects discovered during the warranty period shall be corrected by the Contractor to the City of Lake City's satisfaction.

### 3.11. General Requirements

The purpose of this bid, is to establish firm fixed differential bulk bid prices for gasoline(s), Ultra Low Sulfur diesel(s) and Low Sulfur Dyed diesel(s) for the City of Lake City. It is estimated that the City of Lake City will purchase approximately 14,000 gallons of gasoline, ultra low sulfur diesel and low sulfur dyed diesel during each twelve month period of this contract. The estimated quantity is given only as a guideline for preparing your bid and should not be considered as representing actual quantities to be purchased under this contract.

In addition, this bid, is to establish firm automated fuel service mark-up based on laid in cost for gasoline and diesel fuels for the City of Lake City. It is estimated that the City of Lake City will purchase approximately 132,000 gallons of unleaded regular gasoline and diesel fuel during each twelve month period of this contract for our fleet of 160 vehicles.

The estimated quantity is given only as a guideline for preparing your bid and should not be considered as representing actual quantities to be purchased under this contract.

The provisions contained in this section are intended to be cooperative with, to supplement, or to modify Instructions to Bidders and Terms and Conditions. In case of any conflict with such sections, the intent of any kind and all Technical Specifications shall govern.

### 3.12. Detailed Description of Specifications

All quantities listed below are estimates only. Actual purchases may be more or less than shown. In the event of nationwide or local shortages, the successful Bidder must agree to furnish the City of Lake City the same percentage of product as may be furnished to any other purchaser providing that such agreement must not contravene regulations which may be established by the Government of the United States.

#### Estimated Usage Fueling Sites:

Ultra-Low Sulfur Diesel Fuel: Approximately 30,000 gallons per year

Low Sulfur Diesel Dyed (Off road): Approximately 5,000 gallons per year

Unleaded Regular Gasoline: Approximately 97,000 gallons per year

#### Estimated Delivered Diesel Fuel:

Water Treatment Plant - Approximately 5,700 gallons per year

Wastewater Treatment Plant -Approximately 5,500 gallons per year

Lake City Airport - Approximately 2,600 gallons per year

Public Safety Building - Approximately 200 gallons per year

### 3.13. Testing for Adherence to Specifications

- A. The State Department of Agriculture will be requested to make a test of the products should there be any questions as to the quality of the products furnished under this agreement.
- B. All fuel must meet or exceed the State of Florida specifications and testing in accordance to ASTM standards. Contractor will be liable for any fees or charges incurred for testing if the product fails.

### 3.14. Price Calculations

- A. The prices payable under this contract shall be adjusted, upward and downward, in accordance with the changes in published reference prices pre-selected for this purpose, and shown hereinafter and in accordance with all other provisions of this economic price adjustment clause. The Contractor warrants that the unit prices set forth in this agreement do not include any contingency allowance to cover the possibility of increase(s) in the reference price(s) set forth below.
- B. Price adjustments under this agreement shall be cent for cent with any increase or decrease occurring in the reference price applicable to a particular item (subsequent to the date on which the base reference price is established) with or without prior notice thereof from the Contractor.
- C. The determination of the price payable for each delivery of a particular item of supply shall be accomplished by adding, or subtracting from the base unit price, the difference between the base reference price and the published reference price applicable on the date of delivery.
- D. The firm differential price must include all freight rates plus any applicable fuel surcharges. The firm markup must not change during the term of the contract.
- E. The reference price applicable on the date of delivery shall be the pre-selected reference price for the item as first published during the calendar week in which the delivery is made, or in the event there is no publication in that week, it shall be the pre-selected reference price for the item as last previously published.
- F. No upward price adjustment shall be due or apply to items of supply which were required in accordance with contract terms to be delivered prior to the effective date of such upward price adjustment, but delivered subsequent to such effective date unless the Contractor's failure to make earlier delivery results from causes which are beyond the control of and without the fault or negligence of the Contractor, or is the result of an allocation made in accordance with the terms of the allocation clause of this contract.

- G. The Contractor warrants that the prices to be invoiced hereunder for the listed items shall be computed in accordance with these price adjustment provisions.
- H. In the event any applicable published reference price is discontinued or its method of derivation is altered substantially, or it otherwise consistently fails to reflect market conditions, this contract may be amended effective on the date of such reference price is discontinued, altered, or began to consistently fail to reflect market conditions, so substitute a comparable reference price.
- I. The published Average Price(s) will be used to determine the "base reference prices". The market area and publication to be used is as follows:
  - 1. OPIS - Oil Price Information Service
  - 2. Base Reference Date (Daily Posting)
  - 3. Jacksonville, Terminal Codes

### 3.15. Delivery

- A. Each Lake City Department shall be responsible for calling the Contractor 24 hours prior to needed deliveries. Receiver(s) will check tanks according to markers at destination(s); all markers must be sealed and certified. Should there be a discrepancy, it will be left to the discretion of the receiver to accept or reject the load.
- B. In case of emergency (hurricane, tornado, fire, and any other state emergency disaster), all vendor(s) must certify, NO EXCEPTIONS, they will supply within 24 hours a fuel allocation for city vehicles.
- C. Bidders are invited to check each location for ease of access, filler size, and any other pertinent data.

#### DELIVERY LOCATION

- 1. City of Lake City Waste Water Treatment Plant, 527 SW St Margarets St, Lake City, FL
- 2. City of Lake City Water Treatment Plant, 144 SE Ozone Loop, Lake City, FL
- 3. Lake City Gateway Airport, 3524 US-90, Lake City, FL
- 4. Public Safety Building, 225 NW Main Blvd, Lake City, FL

### 3.16. Fueling Sites

- 1. The successful Bidder must have one or more fueling sites in the Lake City area (within the City limits). The facility must be equipped with either an automated or manual system.
- 2. The automated system must be self-serve but requires a key or card system for recording date, type fuel, number of gallons, odometer reading and some form of identification (i.e. name or vehicle).

3. The manual system must be a manned facility that will record the same information listed under automated system and provide a receipt to the operator. The exact format is subject to approval by the City of Lake City. The facility must be manned twenty-four (24) hours per day, seven (7) days per week.

### 3.17. Descriptions of Goods and Services

- A. The products to be ordered are described on the pages following Exhibit A Bid Form.
- B. Any quantities indicated herein are only estimated and the City of Lake City reserves the option to increase/and or decrease quantities, or delete items as required.
- C. The City of Lake City reserves the option to add item(s) within the scope of the bid, by accepting a mutually-agreed-upon price or by obtaining such items via the City of Lake City's regular Procurement Procedures.
- D. Provide an automated dispensing system at the vendor's place of business and any additional satellite locations that will provide regular Unleaded Gasoline and Ultra Low Sulphur Diesel for the City of Lake City. The vendor will provide one initial fuel access device (either fuel card or key) for each fleet vehicle that will be fueling at the vendor site. The vendor may invoice the City for additional access devices. All equipment shall remain the property of the vendor.
- E. Service shall be provided on a 24-hour, 7-day-a-week basis.
- F. Provide minimum of one (1) fueling locations in the City of Lake City. Location and operational impact for the City of Lake City will be considered in the award of bid.

### 3.18. Size of Fleet Requiring Access Devices

There are approximately 160 vehicles, ranging from compact sedans to large fire apparatus that will need to be able to access fuel pumps. In emergency situations, semi-tractor trailers could need access.

### 3.19. Emergency's

- A. In case of emergency (hurricane, tornado, fire and any other state emergency disaster), all vendor(s) must certify, NO EXCEPTIONS, on the Bid Form, they will supply within 24 hours a fuel allocation for City of Lake City vehicles of at least 3,000 gallons of diesel fuel, and 8,000 gallons of unleaded gasoline. Also, supply all generators in City Departments with diesel fuel.
- B. During emergency situations, where fuel supply is limited or unavailable in the retail market, fuel will be made available to City of Lake City employees at the request of the City Manager. This fuel will be for the purpose of ensuring City of Lake City employees can commute to and from work as needed during the emergency situation.
  - 1. The City Manager must request that fuel be made available to employees.
  - 2. Fuel will be counted towards Columbia County emergency allocation for the specific event.
  - 3. Employee will pay the retail market price for fuel, including all applicable taxes.

4. Fuel will not be included in any reports provided by vendor to City of Lake City for the purpose of accounting or reporting.
5. Employee must provide City of Lake City Identification Badge.
6. Employee is limited to 10 gallons per day.
7. Employee must dispense fuel into a single vehicle, no other containers or vehicles will be allowed.

### 3.20. Invoicing

- A. The vendor will supply the City with a breakdown by vehicle/unit number, by facility, and facility address in which fuel was purchased from, date purchased, invoice number, facility ID and total number of gallons purchase by each facility by type of fuel, (diesel and unleaded gasoline) on a weekly or bi-weekly basis . A weekly basis is preferred.
- B. Invoice needs to reflect breakdown of fuel purchase price fixed fee, and all required taxes and fees as required by the State of Florida, on total number of gallons per invoice. Vendor MUST submit sample copy of their invoice with the bid submittal.

### 3.21. Cancellation

The City of Lake City reserves the right to cancel any contract if in its opinion there is any failure to adequately perform the requirements of these specifications. Cancellation will be effective immediately upon written notification to the Contractor and such cancellation will relieve the City of Lake City from any obligation to purchase any item under such purchasing agreement.

## 4. General Terms and Conditions

### 4.1. Definitions

1.1. **Addendum:** A written change to a Solicitation.

1.2. **Bid, Offer, or Response:** Shall refer to any bid, offer, or response submitted in regard to this Invitation to Bid that if accepted would bind the Contractor to perform the resultant contract.

1.3. **Bidder:** A general reference to any entity responding to this solicitation and must be the party entering into the Agreement with the City; also includes bidder, contractor, company, respondent, vendor, etc.

1.4. **Contract:**The Agreement to provide the goods or perform the services set forth in this solicitation.

1.4.1.**Purchase of Goods-** The contract will be comprised of the solicitation document signed by the vendor with any addenda and other attachments specified incorporated and a City purchase order.

1.4.2.**Performance of Services –** The contract will be comprised of the Agreement between the City and the vendor, the solicitation document, any addenda, and other attachments incorporated into the agreement.

1.5. **Contractor:**The vendor to whom award has been made.

1.6. **City:** Shall refer to City of Lake City, Florida.

1.7. **Required Bid Bonds –** Bidder is required to send in their bid bonds (if applicable) by the due date and time of the solicitation.

1.8. **Invitation to Bid (ITB):** Shall mean this solicitation document, including any Addenda, used to communicate City requirements to prospective bidders and to solicit bid responses from them.

1.9. **Language:** The City has established for purposes of this solicitation that the words “shall”, “must”, or “will” are equivalent in this solicitation and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the City. A deviation is material if, in the City’s sole discretion, the deficient response is not in substantial accord with this ITB’s mandatory requirements. The words “should” or “may” are equivalent in this solicitation and indicate very desirable conditions or requirements, but are permissive in nature.

1.10.**Owner:** Shall refer to City of Lake City, Florida.

1.11.**Responsible:** Refers to a vendor that has the capacity and capability to perform the work required under a Solicitation and is otherwise eligible for award.

1.13.**Responsive:** Refers to a Bidder that has taken no exception or deviation from the terms, conditions, and specifications set forth in an ITB. Their bid, offer or response conforms to the instructions and format specified in the solicitation document.

1.14.**Solicitation:** The written document detailing the solicitation requirements and requesting bids, offers or submittals from Bidders.

#### 4.2. Qualifications of Respondents

The City of Lake City reserves the right before awarding the contract, to require the Bidder to submit such evidence of his qualifications and experience as it may deem necessary, and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a respondent.

- A. The Bidder is assumed to be familiar with all Federal, State or local laws, codes, ordinances, rules and regulations that in any manner affect the work, and to abide thereby if awarded the Contract. Ignorance of legal requirements on the part of the Bidder will in no way relieve him of responsibility.
- B. Any Bidder may be required to show to the complete satisfaction of the City of Lake City that he/she has the necessary personnel, facilities, abilities, and financial resources to perform the work in a satisfactory manner and within the time specified.
- C. Bidder must possess any and all required licenses to perform and complete the work necessary in this project. The Bidder must be licensed at the time of submitting their bid and the license must be in effect for the entire period of the project.

#### 4.3. Award

Award may be made to the Bidder which offers the best value to the City. The City reserves the right to reject any and all offers, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The City shall be the sole judge of its best interest.

#### 4.4. Assignment

The Contractor shall not assign or transfer any contract resulting from this solicitation, including any rights title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the City.

#### 4.5. Basis for Bidding

The total amount bid shall be based on quantities, unit prices and/or lump sum(s) according to the " Pricing Table" provided. Any quantities shown in the Pricing Table are estimates for the purpose of arriving at a total bid price for comparison of Bid Responses.

A Bidders bid prices shall be firm for ninety (90) calendar days after the solicitation opening date, unless stated differently in the Special Terms and Conditions. In the case of a discrepancy between the unit cost and extended cost the unit cost quoted will take precedence and the Procurement Department shall make and note the correction on the Final Bid Tabulation.



#### 4.6. Bidder Eligibility

It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. Eligibility requirements for contract award are:

- 6.1. Have NO delinquent indebtedness to the City of Lake City or other federal, state, or local agencies;
- 6.2. Shall be regularly and consistently engaged in providing services the same or similar to those being requested in the solicitation;
- 6.3. Have adequate financial resources, or the ability to obtain such resources as required during performance of the contract;
- 6.4. Be able to comply with the required or proposed delivery or performance schedule;
- 6.5. Have a satisfactory record of performance. Vendors who are or have been seriously deficient in current or recent contract performance (when the number of contracts and the extent of the deficiency of each are considered, in the absence of evidence to the contrary or circumstances properly beyond the control of the contractor) shall be presumed unable to meet this requirement. Past unsatisfactory performance will ordinarily be sufficient to justify a finding of non-responsibility;
- 6.6. Have a satisfactory record of integrity and business ethics;
- 6.7. Be properly licensed by the appropriate regulatory agency for the work to be performed;
- 6.8. Not have any previous or current investigations, regardless of disposition or outcome, by the regulatory agency responsible for licensing Contractors; and
- 6.9. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

#### 4.7. Cancellation of Solicitation

The City reserves the right to cancel, in whole or in part, any solicitation when it is in the best interest of the City. Availability of all information related to a cancelled solicitation is subject to Chapter 119, Florida Statutes.

#### 4.8. Changing of Forms

If the City discovers any bid forms submitted by a bidder in response to this solicitation have been altered the City may, at its discretion, disqualify the Bidder and not consider their bid for award.

#### 4.9. Tax Exempt

The City is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The City will provide a tax exemption certificate upon request. Contractors doing business with the City are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with

the City, nor shall any contractor be authorized to use any of the City's Tax Exemptions in securing such materials.

#### 4.10. Collusion Among Firms

Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, such bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation of such submittals. Related parties shall mean an interested party or the principals thereof which have a direct or indirect ownership interest in another interested party for the same contract or in which a parent company or the principals thereof of one interested party have a direct or indirect ownership interest in another interested party for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a response for the same materials, supplies, services, or equipment shall also be presumed to be collusive. The relationship of manufacturer or their representative(s) providing pricing to distributors while each party submits a bid for the same materials, supplies, services, or equipment shall be presumed to be collusive. Responses found to be collusive shall be rejected. Respondents which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive actions may be terminated for default.

#### 4.11. Conflict of Interest

The award hereunder is subject to Chapter 112, Florida Statutes. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of the City of Lake City. Further, all respondents must disclose the name of any City of Lake City employee who owns, directly or indirectly, an interest of five percent (5%) or more of the Bidders firm or any of its branches.

#### 4.12. Conflicts within the Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Terms and Conditions, the Supplemental Terms & Conditions the Statement of Work, the Schedule of Bid Items, or any addendum issued, the order of precedence shall be the last addendum issued, the Schedule of Bid Items, the Statement of Work, the Special Terms & Conditions, the Supplemental Terms & Conditions and then the General Terms & Conditions. In addition, in the case of a conflict between any term or provision contained in contract documents which cannot be resolved by the order of precedence set forth previously, the term or condition that is more stringent and/or specific shall govern and apply.

#### 4.13. Continuation of Work

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the vendor, continue until completion without change to the then current prices, terms and conditions.

#### 4.14. Cost of Preparing Bid Response

All costs incurred by the Bidder for proposal preparation and participation in this competitive procurement will be the sole responsibility of the Bidder. The City of Lake City shall not reimburse any Bidder for any such costs.

#### 4.15. Execution of Contract

The Contractor to whom the City intends to award a Contract will be required to execute an Agreement within ten (10) days from the date of the Notice of Recommendation for Award, and deliver these executed instruments as instructed to the City of Lake City Procurement Department.

#### 4.16. Interpretation of Contract Documents

Each Bidder shall thoroughly examine the Forms Response Form, and all other papers comprising the Contract Documents. He shall also examine and judge for himself all matters relating to the location and the character of the proposed work. If the Bidder should be of the opinion that the meaning of any part of the specifications is doubtful or obscure, or that they contain errors or reflect omissions, he should report such opinion or opinions in writing for an interpretation to the Procurement Department at 205 N. Marion Ave., Lake City, FL 32055 or by email to [procurement@lcfla.com](mailto:procurement@lcfla.com). Your notification should be done immediately, but in not case no later than **seven (7) business days** before the due date and time.

The City shall not be responsible for oral interpretation given by any City representative, the issuance of a written addendum being the only official method whereby such an interpretation will be given. The failure of the Bidder to direct the attention of the Purchasing Representative to errors or discrepancies will not relieve the Bidder, should he be awarded the contract, of responsibility of performing the work to the satisfaction of the City of Lake City in accordance with the specifications.

#### 4.17. Liability

The Contractor shall hold and save the City of Lake City, its officers, agents, and employees harmless from liability of any kind in the performance of or fulfilling the requirements of a Contract resulting from this solicitation.

#### 4.18. Notice to Proceed

Following contract award the City shall schedule with Contractor a pre-construction meeting. At that meeting the parties will mutually agree on a projects start date which will be used as the Notice to Proceed date. The City shall provide the Notice to Proceed (NTP) to the Contractor. Contractor shall sign NTP acknowledging receipt and agreeing to the dates. The performance period will be defined in the NTP using the NTP date with the days stated in the Time of Completion paragraph of the Contract Documents.

#### 4.19. Price Bid

The unit prices, lump sum(s) and total price bid for the work shall be stated in figures in the appropriate places on the prescribed form(s), and shall be firm for ninety (90) calendar days after the solicitation opening date, unless stated differently in the Special Terms and Conditions. In the case of a discrepancy between the unit cost and extended cost the unit cost quoted will take precedence.

#### 4.20. Protests

Protests can only be made by Interested Parties. 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.

#### 4.21. Public Entity Crime

Pursuant to Section 287.133(12)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid Response on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bid Responses on leases of real property to a public entity may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list."

#### 4.22. 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:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. 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.
- 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 public agency.
- D. 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.**

#### 4.23. 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.

#### 4.24. 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.

#### 4.25. 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 \$500.00 per day for all work awarded under the contract until the work has been satisfactorily completed and accepted by the City.

#### 4.26. Schedule

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

- B. The successful Contractor must complete all work within sixty (60) calendar days after delivery of equipment.

#### 4.27. Special Conditions

- A. Extended time may be allowed for the completion of this project due to inclement weather.
- B. 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 City of Lake City Project Manager.
- C. 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.

#### 4.28. 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.

#### 4.29. 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.

#### 4.30. 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 last five (5) years. The list of references must be submitted as a part of the bidder response as provided within the vendor questionnaire. All reference materials provided become the property of the City of Lake City and also become public record.

#### 4.31. Change Orders

- A. Notify the City of Lake City of any conditions in the project area that are not addressed within the specifications that may require a change order.
- B. Change orders to the scope of work or additional work requested by the City of Lake City must be in written form and initiated by the Contractor.

- C. All changes or additions will be approved by the City of Lake City prior to work being initiated.

#### 4.32. Addendum

It will be the sole responsibility of the bidder to contact the Purchasing 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.

#### 4.33. 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, References, Public Entity Crime Statement and E-Verify Affirmation Statement.

#### 4.34. 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>.

#### 4.35. Payment And Performance Bonds

Payment and performance bonds are not a requirement of this bid.

#### 4.36. Additional Information

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

## 5. Pricing Proposal

### PETROLEUM PRODUCTS & DELIVERED DIESEL FUEL

Total Fuel Cost Inclusive of Tax

Line Item	Description	Unit of Measure	Total Cost Inclusive of Tax
1	Unleaded Regular E-10	Gallon	
2	Ultra Low Sulfur Diesel	Gallon	
3	Low Sulfur Dyed Diesel	Gallon	

### CURRENT APPLICABLE TAX CALCULATIONS (GASOLINE)

Line Item	Description	Unit of Measure	Unit Cost	No Bid
4	State Taxes	Tax in \$		
5	County Taxes	Tax in \$		
6	State Pollution (FL EPA)	Tax in \$		
7	State Agriculture Inspection Fee	Tax in \$		
8	Federal Environmental Fee	Tax in \$		
9	Lust Tax	Tax in \$		

### CURRENT APPLICABLE TAX CALCULATIONS (ULTRA LOW SULFUR DIESEL)

Line Item	Description	Unit of Measure	Unit Cost	No Bid
10	State Taxes	Tax in \$		
11	County Taxes	Tax in \$		
12	State Pollution (FL EPA)	Tax in \$		
13	State Agriculture Inspection Fee	Tax in \$		



Line Item	Description	Unit of Measure	Unit Cost	No Bid
14	Federal Environmental Fee	Tax in \$		
15	Lust Tax	Tax in \$		

**CURRENT APPLICABLE TAX CALCULATIONS (LOW SULFUR DYED DIESEL-OFF ROAD)**

Line Item	Description	Unit of Measure	Unit Cost	No Bid
16	State Taxes	Tax in \$		
17	County Taxes	Tax in \$		
18	State Pollution (FL EPA)	Tax in \$		
19	State Agriculture Inspection Fee	Tax in \$		
20	Federal Environmental Fee	Tax in \$		
21	Lust Tax	Tax in \$		

## 6. Vendor Questionnaire

### 6.1. References\*

As per the [Terms and Conditions](#), please provide the company name, address, contact person, telephone number and length of time services, using the following format, of at least three (3) client/customer references.

**\*Note: only list those client/customers in which a similar type of equipment/product of scope of work/service was provided.**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Business Phone #: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email: \_\_\_\_\_

Length of time services provided: \_\_\_\_\_

\*Response required

### 6.2. Title and Organization\*

Please provide your title and organization's name.

\*Response required

### 6.3. Local Office\*

Please provide the city and state for your local office. If you do not have a local office, please type "N/A".

\*Response required

### 6.4. Principal Office\*

Please provide the city and state for your Principal Office.

\*Response required

### 6.5. Conflict of Interest Statement\*

- A. The above named entity is submitting a Bid for the City of Lake City 016-2023 described as Petroleum Products and Delivered Diesel Fuel- Annual Term Contract.
- B. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.

- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. 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.

Please confirm

\*Response required

#### 6.6. [Disputes Disclosure Form\\*](#)

Please select all that pertain to your organization. To answer yes, click on the options that pertain to your organization.

*Select all that apply*

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?

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?

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?

None

\*Response required

### 6.7. Disputes Disclosure Form - Explanation\*

If you answered yes for any in the previous question, 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. If you selected none, please type "N/A".

\*Response required

### 6.8. Disputes Disclosure Form - Acknowledgement\*

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.

Please confirm

\*Response required

### 6.9. Drug Free Workplace Certificate\*

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, as an authorized signatory on behalf of our organization, 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”.

Please confirm

\*Response required

#### 6.10. Non-Collusion Affidavit\*

- A. By submitting a response to this solicitation, the Bidder Acknowledges that he/she is authorized to submit the attached response on behalf of their organization for:  
016-2023, Petroleum Products and Delivered Diesel Fuel- Annual Term Contract;
- B. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- C. Such Proposal is genuine and is not a collusive or sham proposal;
- D. 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;
- E. 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.

Please confirm

\*Response required

#### 6.11. E-Verify Affirmation Statement\*

016-2023-Petroleum Products and Delivered Diesel Fuel- Annual Term Contract

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.

Please confirm

\*Response required

### 6.12. Bidder's Checklist\*

By submitting a response to this solicitation, the bidder acknowledges that they have read, understand and agree to all requirements and that they have completed in their entirety all required documents and/or attachments as a part of their bid submission.

Please confirm

\*Response required

### 6.13. Clarifications and Exceptions\*

Please explain in detail any deviation from the specifications. Each deviation must be itemized by number and must specifically refer to the applicable specification. 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. If there will not be any deviation, please type "N/A".

\*Response required

### 6.14. Federal Identification No. (FEID)\*

Please provide your FEIN number here.

\*Response required

### 6.15. Acknowledgments\*

- A. This sworn statement is submitted with 016-2023.
- B. 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.
- C. 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.
- D. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:

1. A predecessor or successor of a person convicted of a public entity crime; or
  2. 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.
- E. 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.

Please confirm

\*Response required

#### 6.16. Please indicate which statement applies.\*

Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement.

*Select all that apply*

- 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 - option 3, 4 or 5))
- 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)

\*Response required

#### 6.17. [Required Documents](#)

Please upload your Final Order if you selected Option 3 or Option 4 above.

#### 6.18. [Describe Action Taken](#)

Please describe any action taken by, or pending with, the Department of General Services, if you selected Option 5 above.