

INVITATION TO BID
018-2023
DEMOLITION SERVICES

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

RELEASE DATE: September 20, 2023

DEADLINE FOR QUESTIONS: October 4, 2023

RESPONSE DEADLINE: October 18, 2023, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Lake City
INVITATION TO BID
Demolition Services

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1. Introduction

1.1. Summary

The City of Lake City periodically requires the complete demolition of buildings and sites within the City and this work is outside the current capabilities of City personnel to perform. Therefore, a Contractor is needed to provide demolition and other related services listed here in. These services include and incorporate the demolition and disposal of the main structure and accessory structures, removal of footings, slabs, asphalt, concrete pavement or brick paver driveways, walkways, or slabs including the lime rock base, fences, and other undesirable objects. Installation of ground cover on the after the demolition may also be required. Services may also include removal of asbestos and hazardous waste as required.

It is the intent of the City to enter an annual term contract with a minimum of three (3) qualified Contractors, however, if less than three (3) Contractors are willing to perform the work for an average amount of the responsive, responsible bidders, the City may end up with less.

1.2. Background

The City has solicited individual Demolition Services from several Contractors in the past. This new rotating Work Order list is proposed to keep the work distributed to all authorized Contractors who are willing to perform the work for a set unit price amount. The proposed rotating Work Order list is also intended as a way to expedite the process of actual demolition services.

1.3. Contact Information

Brenda Karr

Procurement Analyst
205 North Marion Avenue
Lake City, FL 32055
Email: karrb@lcfla.com
Phone: [\(386\) 758-5407](tel:(386)758-5407)

Department:

Growth Management

1.4. Timeline

Release Project Date	September 20, 2023
Question Submission Deadline	October 4, 2023, 12:00am
Question Response Deadline	October 11, 2023, 4:00pm

Invitation to Bid #018-2023

Title: Demolition Services

Proposal Submission Deadline	October 18, 2023, 2:00pm
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2. Instruction To Bidders

2.1. [Overview](#)

The City of Lake City is accepting bids for Demolitions Services.

Bidders shall create a FREE account with ProcureNow by signing up at <https://secure.procurenw.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, ProcureNow, no later than Wednesday, October 18, 2023 at 2:00 pm. Late proposals shall not be accepted.

Bids must be submitted via the [City's e-Procurement Portal, ProcureNow](#) and may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means.

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 ProcureNow Question/Answer Tab via the [City's e-Procurement portal](#), on or before, Wednesday, October 11, 2023 by 12:00 am. All questions submitted and answers provided shall be electronically distributed via email to bidders following this solicitation on the City's e-Procurement Portal.

2.5. [Addenda](#)

Addenda notifications will be emailed to all persons on record as following this ITB.

3. Scope of Work and Related Requirements

3.1. General Scope of Work

The City of Lake City, Florida is seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide demolition services for the City's Growth Management Department, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB). The awarded Contractors shall furnish all labor, materials, and equipment necessary to complete all work specified by the City.

3.2. Information or Clarification

For information concerning technical specifications please utilize the question/answer feature provided by OpenGov. Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (see addendum section of OpenGov site). Contractors please note: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in OpenGov shall become part of any contract that is created from this ITB.

It is the sole responsibility of the Contractor to ensure that their bid is submitted electronically through OpenGov at No paper bids will be accepted. There are no fees or charges for vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded contractor(s).

3.3. Eligibility

To be eligible for award of a contract in response to this solicitation, the Contractor must demonstrate that they have successfully completed services, as specified in the Technical Specifications/Scope of Services section of this solicitation are normally and routinely engaged in performing such services, and are properly and legally licensed to perform such work. In addition, the Contractor must have no conflict of interest with regard to any other work performed by the Contractor for the City of Lake City.

To be eligible for award of a contract in response to this solicitation, the Contractor must possess at time of bid submittal a State of Florida Certified General Contractor License.

3.4. Pricing/Delivery

Contractor must quote firm, fixed prices for all services stated in the ITB, which includes any travel associated with coming to the City of Lake City. Failure to provide costs as requested in this ITB may deem your bid non-responsive.

3.5. Bid Documents

The Contractor shall examine this bid carefully. Ignorance of the requirements will not relieve the Contractor from Liability and obligation under the contract.

3.6. Method of Award

Award may be in the aggregate, or by line item, or by group, whichever is determined to be in the best interest of the City. Award will be made to the responsive and responsible bidder quoting the lowest price, for that product/service that will best serve the needs of the City.

The City also reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City.

3.7. Price Validity

Prices provided in this Invitation to Bid (ITB) are valid for 120 days from time of ITB opening. The City shall award contract within this time period or shall request to the recommended awarded vendor(s) an extension to hold pricing, until products/services have been awarded.

3.8. News Releases/Publicity

News Releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

3.9. Contractors' cost

The City shall not be liable for any costs incurred by proposers in responding to this solicitation.

3.10. Rules and Submittals of Bids

The signer of the bid must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the bid is made without collusion with any other person(s), company or parties submitting a bid; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the bid has full authority to bind the principal bidder.

3.11. Warranties of Usage

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

3.12. Contract Period

The initial contract term shall commence upon date of the Notice of Award issued by the City along with the contract for the services. The contract will be issued for 2 year from that date. The City reserves the right to extend the contract for two additional one year terms, providing all terms, conditions and specifications remain the same and both parties agree to the extension clause invoked by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the City Council. The extension period shall not extend for more than 120 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

3.13. Cost Adjustment

Prices quoted shall be firm for the initial contract term of two years. No cost increases shall be accepted in the initial contract term. Please consider this when providing your pricing for this bid.

Thereafter, any extensions which may be approved by the City shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S Department of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest index published and available for the calendar year ending 12/31, prior to the end of the contract term that is in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least 90 days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract will be considered cancelled on the scheduled expiration date.

3.14. Service Test Period

If the contractor has not previously performed the services to the City, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty (30) to ninety (90) days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

3.15. Contractor Performance Reviews and Ratings

The City Contract Manager may develop a contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance ratings as follows:

Excellent Far exceeds requirements

Good Exceeds requirements

Fair Just meets requirements

Poor Does not meet all requirements and contractor is subject to penalty provisions under this contract.

Non-Compliance Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements.

This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of the contract extension.

3.16. Invoice/Payments

The City will accept invoices no more frequently than once per month. Each invoice shall full detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made with in 45 days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor's to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City.

3.17. Related Expenses/Travel Expenses

All costs including travel are to be included in your proposal. The City will not accept any additional costs.

3.18. Non Exclusive Contract/Additional Services

While this contract is for services provided to the department referenced in this Invitation to Bid, the City may require similar work for other City departments. Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor.

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

The City may require additional items or services or a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City , and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor 30 days written notice.

3.19. Insurance

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured will be at the contractor's expense.

The City of Lake City shall be given notice ten days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Department.

The Contractor's insurance must be provided by an A.M Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Growth Management Department. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this ITB shall be deemed unacceptable, and shall be considered breach of contract.

Worker's Compensation and Employers' Liability Insurance

Limits: Workers' Compensation - Per Florida Statute 440

Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Lake City must provide Workers' Compensation Insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- A. Coverage for the liability assumed by the contractor under the indemnity provision of the contract
- B. Coverage for Premises/Operations
- C. Products/Completed Operations
- D. Broad Form Contractual Liability
- E. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily Injury \$300,000 each person

\$500,00 each occurrence

Property damage \$100,000 each occurrence

Pollution and Accidental Spill Insurance - Limit \$1,000,000

A copy of current Certificate of Insurance should be included with your proposal.

In the event that you are the successful bidder, you will be required to provide a certificate naming the City as "additional insured" for General Liability.

Certificate holder should be addressed as follows:

City of Lake City

Procurement Dept. 2nd Floor

205 N. Marion Ave.

Lake City, FL 32055

3.20. Sub-Contractors

If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any contractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets the City's approval.

Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgement, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

3.21. Insurance - Sub-Contractors

Contractor shall require all of its sub-contractors to provide the aforementioned coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said sub-contractors will be sole responsibility of the contractor.

3.22. Uncontrollable Circumstances (Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act of omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- D. The non performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

3.23. Code and Standards

All work must be performed according to local and State building codes and standards.

3.24. 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.

3.25. 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.

3.26. 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.

3.27. Hours of Work

- A. The successful Contractor will perform installation Monday through Friday from 7:00 AM to 4:00 PM.
- B. Extended working hours may be available upon request and approval by the City of Lake City prior to the commencement of the work specified under this contract.

3.28. Permits

The Contractor will obtain, at his own expense, all necessary permits required for this type of work by the City of Lake City from the Growth Management Building Permits Department, 205 N. Marion Ave. Lake City, FL 32055.

3.29. Ownership of Salvaged Materials

All salvageable materials and items that can reasonably be considered to have been a physical part of the structure or the site, or used in its construction, shall become the property of the Contractor. This

shall include the value of all scrap materials developed during the demolition process and any such materials found on the property.

Items of personal property having significant exchange value such as precious gems, currency, etc., as determined by the City, **are not considered salvageable**. Such items will be protected from damage or loss when and if encountered during the progress of work and shall be turned over immediately to the City.

3.30. Pricing Structure

To determine the contracted rate for the demolition of a specific structure, the Contractor and a City representative shall meet at the subject site. They shall calculate the total square footage of the building(s) under consideration for demolition. This will be obtained by measuring the outside dimensions of the outside walls of the structure, excluding the roof overhang. If the structure consists of more than one story, the area of each additional story will be obtained in this same manner. Utilizing the total square footage agreed upon by both parties and multiplying it by the contracted unit price for each item of work shall determine the total square foot demolition cost for a specific location.

The total square footage figure and all additional fees to be charged for the demolition pursuant to this contract shall be reviewed and agreed upon by both the Contractor and the City representative **before** any work commences.

3.31. Estimated Quantities of Work

The City does not have an estimate of work that will be needed each year of the contract. It will be the amount that has been budgeted for each year. It will be up to the City to decide which properties are the most urgent to be completed.

- A. CBS Structures: Provide a rate per square foot to furnish all material, labor, and equipment to demolish and dispose of designated CBS structures. This rate is to include all costs for use of WET demolition. The quoted rate will include the removal of the debris generated from demolishing the structure.
- B. Wood Frame Structures: Provide a rate per square foot to furnish all material, labor, and equipment to demolish and dispose of designated wood frame structures. This rate is to include all costs for use of WET demolition. The quoted rate will include the removal of the debris generated from demolishing the structure.
- C. Pump Out, Disposal of Septic Tanks: Provide a flat rate per structure to pump-out, remove and dispose of a septic tank and to backfill the excavated area with fill. This rate is to include all costs should an outside Contractor be required. The quoted rate will include the removal of the debris generated from demolishing the tank.
- D. Pump Out, Disposal of Grease Traps: Provide a flat rate per structure to pump-out, remove and dispose of a grease trap and to backfill the excavated area with fill. This rate is to include all costs should an outside Contractor be required. The quoted rate will include the removal of the debris generated from demolishing the trap.

- E. Rat Free Certification: Provide a flat rate per structure to provide a certification letter from an extermination or pest control company that the premises being serviced are free of rodents.
- F. Removal of Miscellaneous Structures: Provide a flat rate for the removal and disposal of small, accessory type structures, such as carports, sheds, etc., that may be found on the site. The quoted rate will include the removal of the debris generated from demolishing the structure.
- G. Asphalt Slabs: Provide a rate per square foot for the removal and disposal of any asphalt pavement. The quoted rate will include the removal of the debris generated from demolishing all driveways, walkways, paths and or parking lots.
- H. Concrete Slabs and Brick Pavers: Provide a rate per square foot for the removal and disposal of any concrete slab or pavers on grade; examples of such are, concrete driveways, walkways, stoops, patios, and any other stand-alone slabs. The quoted rate will include the removal of the debris generated from demolishing these slabs.
- I. Removal of Paved Surfaces Sub-Grade Base Material: Provide a rate per cubic yard for the removal and disposal of paved sub-grade base material to a level of 1' below all paved surfaces.
- J. Removal of Fencing: Provide a rate per linear foot for the removal and disposal of fencing. Fencing shall include all materials associated with the following types; wood, aluminum, vinyl and PVC from 4 feet to 8 feet in height.
- K. HVAC Refrigerant Recovery: Provide a flat rate per pound per ton (assuming 1 pound per ton) to recover, remove or recycle all refrigerants and provide all documentation required by any permitting agencies.
- L. Concrete Walls: Provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated concrete walls including footer if applicable. This rate is to include all costs for use of WET demolition.
- M. Removal and Disposal of Hazardous Waste: Provide a rate per cubic yard to remove and properly dispose of all hazardous waste found on the job site.
- N. Docks: Provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated wood docks.
- O. Dock Pilings: Provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated dock pilings.
- P. Swimming Pools / Spas: Provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated swimming pool / spa structures.
- Q. Clean Fill: Provide a rate to furnish all material, labor, and equipment to provide clean fill where necessary to backfill the swimming pool / spa to the existing grade.

3.32. Asbestos Removal

In the event that asbestos-related materials need to be removed from a structure of site, Proposers will quote a price per each item listed below.

- A. Removal of Asbestos Related to Floor Tiles as Asbestos Containing Material (ACM): Proposer will provide per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square feet will be used.
- B. Removal of Floor Tile and Mastic as ACM: Proposer will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square feet will be used.
- C. Removal of Vinyl as ACM: Proposer will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square feet will be used.
- D. Removal of Carpet as ACM: Proposer will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square feet will be used.
- E. Removal of Roofing Material as ACM: Proposer will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square feet will be used.
- F. Removal of Surfacing Material as ACM: Proposer will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. Materials applied by spray or trowels are classified as surfacing materials. Examples would be, fireproofing, textured ceilings or acoustic plaster ceilings. For tabulation purposes, an estimate of 400 square feet will be used.
- G. Removal of Ceiling Tile as ACM: Proposer will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square feet will be used.
- H. Cementitious Composite as ACM: Proposer will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and

supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. Examples include roof drain piping; water piping, sanitary sewer piping, HVAC ducts and transit panels. For tabulation purposes, an estimate of 400 square feet will be used.

- I. Thermal System Insulation Material (TSI) as ACM: Proposer will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. Examples of such would be, insulation materials that contain asbestos that are generally found in boiler rooms and chillers rooms and in pipe chases in walls. This includes ACM adhesives. For tabulation purposes, an estimate of 400 square feet will be used.

3.33. Tipping Fees

The Contractor is responsible for the payment of all tipping fees for the disposal of any debris generated under this contract. Proposer shall structure their bid prices accordingly.

3.34. Assignment of Work

All work assigned by the City of Lake City, shall be initiated through the use of a written work order. A work order may be for one or more structures at the same or different locations.

This Work Order notification form will be given to the Contractor detailing the date, time, address, and legal description of the property or properties at which the structures are to be demolished. This Work Order and permit shall be the authorization to commence work.

The Contractor shall commence the demolition within ten (10) calendar days of receipt of Work Order. The exception shall be for any project declared by the City of Lake City as an EMERGENCY SITUATION. When this condition is declared, the Contractor shall commence the demolition work within either 24 hours or three (3) calendar days of receipt of this notification.

During the course of the initial site inspection between the Contractor and City personnel, the project completion time shall also be discussed and shall be agreed upon by both parties and shall be specified in the Work Order. This completion time shall NOT be modified unless unfavorable weather or other allowable but unforeseeable conditions occur. The completion time for any single project, containing single or multiple structures shall not exceed seven (7) working days.

Should the structure(s) designated for demolition be situated on a septic tank and/or active gas service is present, this seven- (7) day completion term will not commence until after the pump-out and removal of the septic tank and/or disconnection of the gas source.

3.35. Damage to Public and or Private Property

Extreme care shall be taken to safeguard all existing facilities to include but not limited to all nearby or adjoining properties, site amenities, sidewalks, sprinkler systems, trees, shrubs, windows, and all vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be replaced or repaired by the Contractor at no additional cost to the City. If

the Contractor has not repaired or replaced damaged property within 24 hours' notice by the City, the City reserves the right to correct the situation and deduct all charges from the Contractor's invoice.

It is the Contractor's responsibility to ensure that his equipment is free from any fluid leaks while located in any serviced areas. The City, under reasonable suspicion of any such leaking equipment, can require that such equipment be immediately removed from the premises and/or replaced before it can resume operation in any serviced areas.

3.36. Liquidated Damages

Failure of the Contractor to perform as described, or not complete all activities as required and as provided herein, may be just cause for the assessment of damages, as described below, and such damages shall be considered as liquidated damages.

If the Contractor delays in either starting or finishing the project at the agreed upon time the actual damages to the City for any delay or shut down will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor may be subject to a reduction from the next monthly invoice of \$250 per day as fixed, agreed, and liquidated damages. Such deductions will continue until said service is properly performed or the contract is cancelled.

These charges are intended to act as an incentive for the Contractor to perform in full compliance with the specifications. Acknowledgment and agreement is given by both parties that the amount herein above set is not intended to be, nor shall be deemed to be, in the nature of a penalty.

3.37. Part II - Technical Specifications/Scope of Services - Objective

The City of Lake City periodically requires the complete demolition of buildings and sites within the City and this work is outside the current capabilities of City personnel to perform. Therefore, a Contractor is needed to provide demolition, disposal and other related services. These services include and incorporate the demolition and disposal of the main structure and accessory structures, removal of footings, slabs, asphalt, concrete pavement or brick paver driveways, walkways, or slabs including the lime rock base, fences, debris and other undesirable objects. Installation ground cover on the lot after the demolition may also be required. Services may also include removal of asbestos and hazardous waste as required.

The successful contractor(s) shall provide all materials, permits, equipment and labor as required for the demolition of the designated site, and disposal of debris generated during the course of providing contracted services.

3.38. Scope of Services

The following is a list of general specifications that when incorporated with the other specified conditions, comprise the requirements and scope of services of this contract.

- A. No work at any designated site shall begin until the contractor receives a "Notice to Proceed" from the City.

- B. The Contractor will insure that the premises being serviced are free of rodents, prior to beginning the demolition. This work may be accomplished by an extermination or pest control company, who shall provide a certification letter attesting that the site is free of rodents.
- C. The Contractor shall provide sufficient manpower so as to perform work safely and expeditiously with all equipment plainly marked with the company name.
- D. All equipment shall comply with and be used in accordance with all pertinent safety regulations including ladders, hoists, planks, and similar items. Do not proceed with installation until any unsatisfactory conditions are corrected. Comply with manufacturer's warranty and guaranty instructions for installation. Make all adjustments for alignment and operation. Clean all surfaces and remove excess sealant and lubricants.
- E. The contractor will provide a qualified foreman who will be present on the site at all times, and as a fully authorized agent of the Contractor, the foreman must be capable of making on-site decisions. the foreman shall be well versed in the reading and understanding plans and the technical aspects of the project.
- F. All work shall be performed in accordance with City ordinances and the hours allowed for Construction. Exceptions to this schedule can only be made with the prior approval of the City.
- G. The Contractor may be responsible for the removal and disposal of some types of asbestos containing materials from structures, businesses, and residences if the need should arise. The Contractor must, therefore be prepared to provide certified and trained supervisory personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation as required if the need arises.
- H. It shall be the responsibility of the Contractor to remove from the job site and properly dispose of all residues at the end of each and every workday. Materials and equipment left on site overnight shall be well marked and identified as to insure public safety. No materials or equipment are to be left on site over a weekend, unless arrangements have been made with, and prior approval obtained from, applicable City personnel. The contractor, is fully responsible for its security of all materials or equipment due to theft, vandalism, etc., shall be the total responsibility of the Contractor.
- I. the Contractor will contact all required utility companies to disconnect their facilities and or services from the structures to be demolished, as well as secure any required documentation to be submitted to the City at the time of permit submittal.
- J. The Contractor will obtain any and all permits and licenses that are lawfully required to perform work as detailed within.
- K. The City will be responsible for the disconnection and capping of all sanitary sewer lines connected to the street main sewer lines.

- L. The Contractor will pump out septic tanks and/or grease traps until empty, remove and dispose of tank scraps and fill void with clean fill.
- M. The Contractor will notify the City of the presence of any asbestos or other hazardous type materials found in structures scheduled for demolition, in compliance with Federal, State and Local laws and codes.
- N. The Contractor will coordinate his work with other Contractors or City departments performing work at the site or adjacent areas.
- O. The Contractor will protect and preserve all trees on the property except those designated by the City's contract manager for removal. When removal is necessary, the Contractor shall provide fill and bring the excavated site to a fine level grade even with the surrounding area. The Contractor will bring the site to a smooth, fine level grade which is even with the surrounding areas and properties. The property will be left in a neat clean condition.
- P. The Contractor will remove and dispose of all excess material, debris and trash developed during the course of providing the contracted services. No material may be burned or buried on site.
- Q. The Contractor will remove all tools and equipment immediately after the completion of the work.

4. Terms and Conditions

4.1. Licenses/Qualifications

All Contractor's must be qualified and licensed under the laws, rules and regulations of the State of Florida and the City of Lake City, Florida to perform the work required by these contract documents. Contractor's qualifications including equipment to be used for this project will be subject to review and approval by the City prior to award.

4.2. 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.

4.3. 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.

4.4. 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 \$250.00 per day for all work awarded under the contract until the work has been satisfactorily completed and accepted by the City.

4.5. Schedule

- A. Upon receipt of all required documents a Notice to Proceed will be issued.
- B. The successful Contractor must complete all work within shall not exceed seven (7) working days or as agreed upon by City and Contractor.
- C. In the event the contractor can not perform the work within seven (7) days of the request, the City will assign the work to the next contractor in line of the rotation.

4.6. 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.

4.7. Contract/Award

- A. The successful Contractor will execute the contract within ten (10) calendar days following issuance of Notice of Award. Upon receipt of required documents, a Notice to Proceed will be issued.
- B. Award shall be made to the lowest responsive responsible bidder(s).
- C. The City has the right to award to three (3) contractors, which will be put on a rotation for any work, on an as needed basis.

4.8. 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.

4.9. 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.

4.10. [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.

4.11. [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 three (3) 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.

4.12. [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.

4.13. [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.

4.14. [Public Entity Crime](#)

Public Entity Crimes – Section 287.133 (3) (n) of the Florida Statutes requires that a vendor/contractor submit a sworn statement concerning Public Entity crimes. Bidders are required to submit the enclosed form with their bid, failure to do so may be reason for rejection of bid.

4.15. [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>.

4.16. 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.

4.17. [Payment And Performance Bonds](#)

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

4.18. [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

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
15A	Provide a Rate per square foot to furnish all material, labor, and equipment to demolish and dispose of designated CBS Structures. This rate is to include all costs for use of WET demolition. The quoted rate will include the removal of the debris generated from demolishing the structure.	1	per square foot		
15B	Wood Frame Structures: Provide rate per square foot to furnish all material, labor and equipment to demolish and dispose of designated wood frame structures. This rate is to include all costs for use of WET demolition. The quoted rate will include the removal of the debris generated from demolishing the structure.	1	per square foot		
15C	Pump Out Disposal of Septic Tanks: Provide a flat rate per structure to pump-out, remove and dispose of a septic tank and to backfill the excavated area with fill. This rate must include all costs should an outside Contractor be required. The quoted rate will include the removal of the debris generated from demolishing the tank.	1	each		
15D	Pump Out, Disposal of Grease Traps: Provide flat rate per structure to pump-out , remove and dispose of a grease trap and to backfill the excavated area with fill. This rate must include all costs should and outside Contractor be required and the removal of the debris generated from demolishing the trap	1	each		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
15E	Rat Free Certification: Provide a flat rate per structure to provide a certification letter from and extermination or pest control company that the premises being serviced are free of any rodents.	1	each		
15F	Removal of Miscellaneous Structures: Provide a flat rate for the removal and disposal of small, accessory type structures, such as carports, sheds, etc., that may be found on the site. The quoted rate will include the removal of the debris generated from demolishing the structure.	1	per square foot		
15G	Asphalt Slabs: Provide a rate per square foot for the removal and disposal of any asphalt pavement. The quoted rate will include the removal of the debris generated from demolishing all driveways, walkways, paths and or parking lots.	1	per square foot		
15H	Concrete Slabs and Brick Pavers: Provide a rate per square foot for the removal and disposal of any concrete slab or pavers on grade; examples of such are, concrete driveways, walkways, stoops, patios, and any other stand-alone slabs. The quoted rate will include the removal of the debris generated from demolishing these slabs.	1	per square foot		
15I	Removal of Paved Surfaces Sub-Grade Base Material: Provide a rate per Cubic yard for the removal and disposal of paved sub-grade base material to a level of 1' below all paved surfaces.	1	per cubic yard		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
15J	Removal of Fencing: Provide a rate per linear foot for the removal and disposal of fencing. Fencing shall include all materials associated with the following types; wood aluminum, vinyl and PVC from 4 feet to 8 feet high.	1	per linear foot		
15K	HVAC Refrigerant Recovery: Provide a flat rate per pound per ton (assuming 1 pound per ton) to recover, remove or recycle all refrigerants and provide all documentation required by any permitting agencies.	1	per pound		
15L	Concrete Walls: Provide a Flat Rate to furnish all material, labor, and equipment to demolish and dispose of designated concrete walls including footer if applicable. This rate is to include all costs for use of WET demolition.	1	per linear foot		
15M	Removal and Disposal of Hazardous Waste : Provide a rate per cubic yard to remove and properly dispose of all hazardous waste found on the job site.	1	per linear foot		
15N	Docks: Provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated wood dock.	1	per linear foot		
15O	Dock Pilings: Provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated dock pilings.	1	per linear foot		
15P	Swimming Pools / Spas: Provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated pool / spa structures.	1	per linear foot		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
15Q	Clean Fill: Provide a rate to furnish all material, labor, and equipment to provide clean fill where necessary to backfill the swimming pool / spa to the existing grade.	1	per linear foot		
TOTAL					

ASBESTOS REMOVAL

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
16 A	Removal of Asbestos Related to Floor Tiles as Asbestos Containing Material (ACM): Proposer will provide per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square foot will be used.	1	per square foot		
16 B	Removal of Floor Tile and Mastic as ACM: Proposer will provide per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square foot will be used.	1	per square foot		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
16 C	Removal of Vinyl as ACM: Proposer will provide per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square foot will be used.	1	per square foot		
16 D	Removal of Carpet as ACM: Proposer will provide per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square foot will be used.	1	per square foot		
16 E	Removal of Roofing Material as ACM: Proposer will provide per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square foot will be used.	1	per square foot		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
16 F	Removal of Surfacing Material as ACM: Proposer will provide per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. Materials applied by spray or trowels are classified as surfacing materials. Examples would be fireproofing, textured ceilings or acoustic plastic ceilings. For tabulation purposes, an estimate of 400 square foot will be used.	1	per square foot		
16 G	Removal of Ceiling Tile as ACM: Proposer will provide per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square foot will be used.	1	per square foot		
16 H	Cementitious Composite as ACM: Proposer will provide per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. Examples include roof drain piping, water piping, sanitary sewer piping, HVAC ducts and transit panels. For tabulation purposes, an estimate of 400 square foot will be used.	1	per square foot		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
16 I	Thermal System Insulation Materials (TSI) as ACM: Proposer will provide per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. Examples of such would be insulation materials that contain asbestos that are generally found in boiler rooms and chiller rooms and in pipe chases in walls. This includes adhesives. For tabulation purposes, an estimate of 400 square foot will be used.	1	per square foot		
TOTAL					

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 018-2023 described as Demolition Services.
- 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:
018-2023, Demolition Services;
- 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*

018-2023-Demolition Services

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. Sworn Statement Under Section 287.133(3)(n), Florida Statutes on Public Entity Crimes

6.14.1. Federal Identification No. (FEID)*

Please provide your FEIN number here.

*Response required

6.14.2. Acknowledgments*

- A. This sworn statement is submitted with 018-2023.
- 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

6.14.3. 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

6.14.4. Required Documents

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

6.14.5. Describe Action Taken

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