

CITY COUNCIL RESOLUTION NO. 2021-079

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, ACCEPTING A BID FROM SLACK CONSTRUCTION, INC., RELATED TO THE PURCHASE AND INSTALLATION OF A PREFABRICATED METAL BUILDING ON AN EXISTING CONCRETE FOUNDATION; PROVIDING FOR A CONTRACT PRICE NOT TO EXCEED \$84,173.00; PROVIDING FOR THE EXECUTION OF THE CONTRACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) requires the purchase and installation of a 50’ wide x 50’ long x 16’ high prefabricated metal building on an existing 12” slab (hereinafter the “Project”); and

WHEREAS, section 2-178(d) of the City Code requires the procurement of supplies and contractual services based on a competitive bid process and a formal contract to be entered when procuring services valued in excess of \$20,000.00; and

WHEREAS, an Invitation to Bid ((ITB-016-2021) hereinafter “ITB”) was advertised and the city administration recommends that the Project be awarded to Slack Construction, Inc. (hereinafter “Slack Construction”); and

WHEREAS, the City Council finds that it is in the City’s best interest to award the contract to Slack Construction for the aforementioned Project pursuant to and in accordance with the terms, provisions, conditions, and requirements of the “*Contract between the City of Lake City, Florida and Slack Construction Inc.*” (hereinafter the “Contract”) attached hereto as “Exhibit A”.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are all true and accurate and are incorporated herein and made a part of this Resolution.

Section 2. The Contract is awarded to Slack Construction and the execution of the same is authorized.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Agreement as may be deemed necessary to be in the best interest of the City and its citizens. Provided however, that any such changes or modifications shall not cause the payment to Slack Construction to exceed the Agreement pricing. The Mayor is authorized and directed to execute and deliver the Agreement in the name of, and on behalf of, the City with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney. Execution by the Mayor and Slack Construction shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of June 2021.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

**CONTRACT BETWEEN CITY OF LAKE CITY, FLORIDA AND
SLACK CONSTRUCTION, INC.**

THIS CONTRACT made and entered into this ____ day of _____ 2021, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, with a mailing address of 205 North Marion Avenue, Lake City, Florida 32055 (herein referred to as "City") and SLACK CONSTRUCTION, INC., with a mailing address of P.O. Box 53, Ocala, Florida 34478, (herein referred to as "Contractor").

WHEREAS, the City desires Contractor to purchase and install a 50' wide x 50' long x 16' high prefabricated metal building on an existing 12" slab, more specifically described in the Contract documents; and

WHEREAS, section 2-178, Code of the City of Lake City, Florida requires a competitive bidding process and a formal contract to be entered when procuring services valued in excess of \$20,000.00; and

WHEREAS, the City invited bids through an Invitation to Bid (ITB-016-2021), and the Contractor was selected as the lowest responsible bidder; and

WHEREAS, the City desires to enter into a contract with the Contractor to memorialize the City and Contractors intentions and obligations.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Recitals**: The above recitals are all true and accurate and are incorporated herein and made a part of this Contract.
2. **Definitions**: The following definitions of terms associated with this Contract are provided to establish a common understanding between both parties

to this Contract, as to the intended usage, implication, and interpretation of terms pertaining to this Contract:

(a) "CITY" means the City Council of the City of Lake City, Florida, and any official and/or employee thereof who shall be duly authorized to act on the City's behalf relative to this Contract.

(b) "CONTRACT" means the terms, conditions, and covenants expressed herein in addition to all the terms, conditions, and covenants of Invitation to Bid (ITB-016-2021) reasonably inferred to the City and including all addendum (hereinafter referred to as "ITB"), attachments, and general conditions, all of which are incorporated herein and made an essential part of this agreement between the parties.

(c) "CONTRACTOR" means Slack Construction, Inc., which has executed this Contract, and which shall be legally obligated, responsible, and liable for providing and performing any and all of the services and/or work of sub-contractors, required under the covenants, terms, and provisions contained in this Contract and any and all amendments to this Contract.

(d) "SERVICES" means professional services for the purchase and installation of a 50' x 50' x 16' prefabricated metal building on an existing 12" slab. Specifically, the services and responsibilities listed within the sections titled "SCOPE OF WORK AND RELATED REQUIREMENTS", "TERMS AND CONDITIONS", found within the ITB.

(e) "SUB-CONTRACTOR" means any individual or firm offering professional services which is engaged by the Contractor or one of its sub-contractors in

providing and performing the professional services, work, and materials for which the Contractor is contractually obligated, responsible, and liable to provide and perform under this Contract and any and all amendments thereto. The City shall not be a party to, responsible, or liable for, or assume any obligation whatsoever for any agreement entered into between the Contractor and any sub-contractor or any sub-sub-contractor.

(f) "PARTIES" means the signatories to this Contract.

3. **Engagement of Contractor:** City hereby engages Contractor to provide City with the services identified herein and within the ITB.

4. **Term of Contract:** The Contractor shall fully complete all work required under this Contract within sixty (60) calendar days immediately following delivery of the equipment necessary to substantially perform the services. The Contractor shall not commence any work until the Contractor has provided the City's Procurement Department with proof of insurance coverages. The term of this Contract may be extended only by a written agreement of the parties.

5. **Compensation and Method of Payment:** City agrees to pay the Contractor compensation for its services rendered to the City not to exceed the amount shown in Contractor's Bid which is a total of eighty-four thousand one hundred seventy-three dollars and zero cents (\$84,173.00). One payment shall be made to Contractor upon receipt of Contractor's one invoice which shall be submitted at the completion and acceptance of the Contractor's work. City reserves the right to withhold an amount City deems necessary to pay any claims for labor and services rendered and materials provided to Contractor or sub-Contractor in

furtherance of this Contract.

6. **Insurance:** Contractor agrees to and shall procure and maintain insurance during the term of this Contract and shall provide proof of the following insurance coverages to the City Procurement Department prior to the commencement of work:

- (a) Comprehensive commercial general liability insurance covering as insured the Contractor and City with limits of liability of not less than \$1,000,000.00 for coverage of bodily injury or death to any person or persons, property damage, premises-operations, independent contractors, products/completed operations; and
- (b) Comprehensive automobile liability insurance covering all owned, hired, and non-owned vehicles with coverage limits of not less than \$200,000.00 per person and \$300,00.00 per occurrence and \$200,00.00 property damages; and
- (c) Worker's compensation insurance for the benefit of the employees of Contractor, as required by the laws of the State of Florida; and
- (d) Professional liability insurance for "errors and omissions" covering as insured the Contractor with not less than \$1,000,000.00 limit of liability.

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. This Contract does not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability or obligations under the Contract. All insurance

policies shall be through Insurers authorized to write policies in Florida. All certificates shall provide that the policy or policies of insurance shall not be changed or canceled until at least ten (10) days prior written notice shall have been given to City. As to insurance other than workers compensation and professional liability insurance, the coverage shall name City as an additional insured for City's vicarious liability resulting from the conduct of Contractor and other employed or utilized sub-Contractors in the performance of the services.

7. **Indemnity:** Contractor is an independent contractor and agrees to indemnify, and hold harmless the City and its agents, and employees from and against all suits, actions, claims, damages, costs, charges, and expenses, including court costs and attorneys' fees, of any character caused by or brought because of any injury or damage, received or sustained by any person, persons, or property caused by or resulting from any asserted negligent act, errors, or omissions of Contractor or its agents, employees, or sub-contractors.

The indemnity required hereunder shall not be limited by reason of the specifications of any particular insurance coverage in this Contract.

Notwithstanding any other provisions of this Contract, neither party will be responsible to the other party for consequential damages, including, but not limited to, loss of profit, loss of investment, or business interruption.

8. **Liability:** The Contractor shall be and agrees to be and remain liable for any and all damages, losses, and expenses incurred by the City caused by the errors, omissions, negligence, or delays of the Contractor, or by any sub-contractor engaged by the Contractor in providing, performing and furnishing services, work

or materials pursuant to this Contract and any and all damages, losses, and expenses to the City caused by the Contractor's negligent performance of any of its obligations contained in this Contract. The Contractor shall be liable and agrees to be liable for and shall indemnify and hold City harmless for any and all claims, suits judgments, or damages, losses and expenses, including court costs, expert witness and professional consultation services, and attorney fees arising out of the Contractor's errors, omissions, negligence, breaches of contract or delays, or those of any and all sub-contractors engaged by the Contractor during the providing, performing and furnishing of services or materials pursuant to this Contract.

9. **Licenses and Compliance with Regulations:** The Contractor agrees to and shall obtain and maintain throughout the period that this Contract is in effect, all licenses and authorizations as are required to do business in the State of Florida, including, but not limited to, licenses required by any federal and state boards and other governmental agencies responsible for regulating and licensing the services provided and performed by Contractor pursuant to this Contract.

Contractor agrees to and will abide by and comply in accordance with the laws, statutes, ordinances, codes, rules, regulations, and requirements of any and all governmental agencies which may regulate or have jurisdiction over the services to be provided and performed by Contractor for the City, and by any sub-contractor engaged by the Contractor.

10. **Timely Accomplishment of Services and Liquidated Damages:** The timely and expeditious accomplishment and completion by the Contractor of all services provided pursuant to this Contract is of the essence. The Contractor agrees

to employ, engage, retain, and/or assign an adequate number of personnel throughout the period of this Contract so that all services provided pursuant to this Contract will be provided, performed, and completed in a diligent, continuous, expeditious, and timely manner throughout.

Time is of the essence in the Contract and all obligations thereunder. If the Contractor fails to complete the Services within sixty (60) calendar days after delivery of the necessary equipment, the City shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the sum of three hundred dollars and zero cents (\$300.00) per calendar day, commencing on the first day following expiration of the contract time and continuing until the actual date of completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the City will incur as a result of delayed completion of the Services. The City may deduct liquidated damages as described in this paragraph from any unpaid amounts then or thereafter due the Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the City at the demand of the City, together with interest from the date of the demand at the maximum allowable rate.

11. **Controlling Law:** This Contract is to be governed by the laws of the State of Florida. If any term or provision of the Contract is found to be illegal or unenforceable such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. It is further agreed and understood that in the event of any dispute between the City and Contractor arising out of any interpretation or compliance with any of the terms, conditions, and requirements of

this Contract proper venue for filing any lawsuit with respect to any such disputes shall lie in Columbia County, Florida. It is intended and understood that this venue provision shall survive any bankruptcy filing.

12. **Attorneys' Fees and Costs:** In the event of default by either party under the terms of the Contract, the defaulting party shall be liable for, and agrees to pay all costs and expenses incurred in the enforcement of this Contract, including reasonable attorneys' fees as well as fees, costs, and expenses in the collection of said expenses.

13. **Other litigation:** The Contractor shall notify the City of any legal actions filed against it for a violation of any laws, rules, codes ordinances, or licensing requirements within thirty (30) days of the action being filed. The Contractor shall notify the City of any legal actions filed against it by a government subdivision or for any claims of sub-Contractors or materialmen. Failure to notify the City of a legal action within thirty (30) days of the action shall be grounds for termination.

14. **Public Records:** The Contractor shall comply with all public records laws.

a. **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:**

City Clerk, City of Lake City
205 North Marion Avenue
Lake City, Florida 32055
386-719-5826 or 386-719-5756

b. The Contractor shall comply with public records laws, specifically the Contractor shall:

1. Keep and maintain public records required by the City to perform the services.

2. Upon request from the City's custodian of public records, provide the City 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 119 of Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

If the Contractor considers any portion of any documents, data, or records submitted to the City to be confidential, proprietary, trade secret, or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or other law, Contractor must simultaneously provide the City with a separate redacted copy of the information it claims as confidential and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Contract name and number, and it shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that the Contractor claim are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public

records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

5. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

15. **E-VERIFY**: As a condition precedent to entering into this Contract, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Contract.

b. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section

448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

d. A termination of this Contract under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Contract by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

e. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower-tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in this section.

16. **Entire Agreement:** Incorporated herein, and made a part hereof, are the Invitation to Bid (ITB-016-2021) and all Addendum, and all attachments thereto, and the Contractor's response to the ITB. With those incorporations, this Contract constitutes the entire agreement between City and Contractor and

supersedes all prior written or oral understandings. Should any term or condition of the documents referenced within this paragraph be found to conflict with a term or condition of this contract the term or condition of this contract shall prevail and be binding. This Contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument adopted by resolution.

17. **Effective and Binding:** This Contract shall not become effective or binding upon City unless and until the City Council of City shall have authorized the Mayor of the City to execute the same by the adoption of an official resolution.

18. **Effective Date:** It is agreed by City and Contractor that the effective date is that date first written above.

[Remainder of this page left blank intentionally. Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year first above written.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt,
Mayor

ATTEST:

Approved as to form and legality:

By: _____
Audrey Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

ATTEST:

SLACK CONSTRUCTION, INC.

Witness

By: _____
Cynthia C Slack, CEO

Printed Name/Title

INVITATION TO BID

ITB-016-2021

REBID - PURCHASE AND INSTALLATION OF 50 X 50 X 16
PREFABRICATED METAL BUILDING ON EXISTING 12" SLAB

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

RELEASE DATE: March 11, 2021

DEADLINE FOR QUESTIONS: March 26, 2021

RESPONSE DEADLINE: April 22, 2021, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Lake City
INVITATION TO BID

Rebid - Purchase and Installation of 50 X 50 X 16 Prefabricated Metal
Building on Existing 12" Slab

- I. Introduction.....
- II. Instruction To Bidders.....
- III. Scope of Work and Related Requirements.....
- IV. Terms and Conditions
- V. Pricing Proposal
- VI. Vendor QuestionnaireAttachments:
 - A - FRONT (4)
 - B - BACK (4)
 - C - LEFT (8)
 - D - RIGHT (3)

1. INTRODUCTION

1.1. Summary

INVITATION TO BID

ITB-016-2021

Sealed bids will be accepted by the City of Lake City, Florida until Thursday, April 22, 2021 at 2:00 pm, local time through the City's e-Procurement Portal, ProcureNow. 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 City Council Chambers 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:

Rebid - Purchase and Installation of 50 X 50 X 16 Prefabricated Metal Building on Existing 12" Slab

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 [ProcureNow](#) 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 Friday, March 26, 2021 at 5:00 pm. Questions received after this date and time will not be considered.

Bidder may not withdraw his/her bid for a period of sixty (60) 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

Joseph Helfenberger

City Manager

1.2. Contact Information

Dee Johnson

Procurement Coordinator

205 N. Marion Avenue

Lake City, FL 32055

Email: johnsond@lcfla.com

Phone: [\(386\) 719-5816](tel:(386)719-5816)

Department:

Procurement

1.3. Timeline

Release Project Date	March 11, 2021
Question Submission Deadline	March 26, 2021, 5:00pm
Question Response Deadline	April 2, 2021, 5:00pm
Proposal Submission Deadline	April 22, 2021, 2:00pm

2. INSTRUCTION TO BIDDERS

2.1. Overview

The City of Lake City is accepting bids for Purchase and Installation of 50 X 50 X 16 Prefabricated Metal Building on Existing 12" Slab.

Bidders shall create a FREE account with ProcureNow by signing up at <https://secure.procurenow.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 Thursday, April 22, 2021 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 Site Visit

Site visits are by appointment only. Please contact Savannah Dunn at 386-758-5492 or dunns@lcfla.com to arrange a site visit.

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, Friday, April 2, 2021 by 5:00 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.

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 contractor shall purchase and install one (1) new prefabricated metal building. Drawings shall be provided for placement of doors. Shop drawings shall be provided and approved by the City of Lake City before manufacturing begins. The building shall comply with all State, Federal and local laws and ordinances.

The successful Contractor shall be responsible for providing all engineered drawings and specifications required to obtain the appropriate building permits. Intended use for building will be as a workshop. Electrical will not be needed.

3.2. Specifications

The contractor shall provide the following:

1. Building dimensions shall be 50' width, 50' length and 16 foot height.
2. Building shall be clear span frame and have an eave height in the front and back of 16 feet.
3. Existing slab is twelve (12") inches thick. No drawings are available for pre-existing slab. If footers are needed it will be the responsibility of the contractor.
4. The roof pitch shall be designed as gable type system with minimum 3:12 pitch, with the gutters and downspouts ensuring any runoff are directed away from the building.
5. Roof and Side walls shall be 26 Gauge Galvalume Plus
6. Only premium stainless steel screws will be used and must contain an integral rubber washer.
7. Gutter and down spouts – 26 gauge color gutter and down spouts.
8. Doors: Drawings are for informational purposes only for the placement of doors.

Personnel doors - quantity of two (2) exterior commercial metal doors, 36" X 80" with standard door locks.

Roll up doors – quantity of three (3) - Two (2) 16' X 14' coiling roll up with chain drive. One (1) 12' X 12' coiling roll up with chain drive.
9. Spray Insulation only and has to be a minimum three (3) inch thickness in roof and walls.

10. Wind load requirement is 140 MPH (mile per hour) and shall meet FBC (Florida Building Code) latest edition.

11. Lean-To - 50' wide X 20' Length Over Hang on Left End Side (Noted in attachments)

NOTE: The City of Lake City will select colors.

3.3. Permitting

The successful contractor shall be responsible for providing all required drawings and specifications required to obtain the appropriate building permits. Permit fees will be paid for by the contractor. The awarded bidder shall secure permits and arrange for inspections as required.

3.4. 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.

3.5. Delivery

Freight charges must be included in the proposal. Delivery will be to the City of Lake City Utility Annex located at 692 SW St. Margarets Street, Lake City FL 32025. Contractor shall be represented on-site at time of delivery for materials/equipment acceptance.

3.6. Installation

Successful Bidder must provide all materials, supplies and labor for the complete installation of the building. Complete installation of the building, footers, etc. shall be the responsibility of the Contractor.

3.7. 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.

3.8. 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.

3.9. Storage of Materials

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

3.10. 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.

Contractor may choose to bring a construction dumpster for their use, which will need to be removed at the end of project.

Location of temporary dumpster must be approved by City Project Manager prior to placement.

3.11. 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.

3.12. Traffic Control

No traffic control will be needed. Contractor must conduct the project to ensure minimum interference with facility and yard operations.

3.13. 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.
- C. Minimum Manufacturers 20-year limited rust through warranty on frame and panels.

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. 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 materials.

4.5. 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.

4.6. 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 most responsive responsible bidder.

4.7. 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.

4.8. 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.

4.9. 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.

4.10. 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.

4.11. 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.

4.12. 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.

4.13. 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. This is now in the form of a question, questions are in section 6.

4.14. 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>.

4.15. 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.

4.16. Payment And Performance Bonds

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

4.17. 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

PURCHASE AND INSTALLATION OF 50 X 50 X 16 PREFABRICATED METAL BUILDING ON EXISTING 12" SLAB

Line Item	Description	Items	Total Cost	Comments
ITEM 1	Purchase and Installation of 50 X 50 X 16 Prefabricated Metal Building on Existing 12" Slab	1		

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 ITB-016-2021 described as Rebid - Purchase and Installation of 50 X 50 X 16 Prefabricated Metal Building on Existing 12" Slab.
- 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:
ITB-016-2021, Rebid - Purchase and Installation of 50 X 50 X 16 Prefabricated Metal Building on Existing 12" Slab;
- 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*

ITB-016-2021-Rebid - Purchase and Installation of 50 X 50 X 16 Prefabricated Metal Building on Existing 12" Slab

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 ITB-016-2021.
- 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.



City of Lake City
Procurement

Karen Nelmes, CPPB, NIGP-CPP, Procurement Director
205 N. Marion Ave., Lake City, FL 32055

PROPOSAL DOCUMENT REPORT

ITB No. ITB-016-2021

Rebid - Purchase and Installation of 50 X 50 X 16 Prefabricated Metal Building on Existing 12" Slab

RESPONSE DEADLINE: April 22, 2021 at 2:00 pm

Report Generated: Tuesday, June 1, 2021

Slack Construction, Inc. Proposal

CONTACT INFORMATION

Company:

Slack Construction, Inc.

Email:

lakis@slackconstruction.com

Contact:

Laci Smith

Address:

2011 Ne 8th Rd
Ocala, FL 34470

Phone:

N/A

Website:

N/A

Submission Date:

Apr 21, 2021 4:00 PM

ADDENDA CONFIRMATION

Addendum #1

Confirmed Apr 21, 2021 3:38 PM by Laci Smith

QUESTIONNAIRE

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: _____

City of Lake City (Lake City Gateway Airport)

3524 E US Hwy 90

Lake City, FL

386-752-1066

Brad Byrd

byrdb@lcfla.com

Construction of two airport hangar- 2018

PROPOSAL DOCUMENT REPORT

ITB No. ITB-016-2021

Rebid - Purchase and Installation of 50 X 50 X 16 Prefabricated Metal Building on Existing 12" Slab

City of Cross City
Cross City Airport
508 NE 241st Street
Cross City, FL
Clint Beauchamp
clint.beauchamp@andersoncolumbia.com
Apron Repair - 2019

Passero and Associates
4730 Casa Cola Way Ste. 200
St. Augustine, FL
Chris Nardone
cnardone@passero.com
Multiple project over the last 5 years with various clients

2. Title and Organization*

Please provide your title and organization's name.

Assistant Project Manager, Slack Construction, Inc.

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".

Ocala, FL

4. Principal Office*

Please provide the city and state for your Principal Office.

Ocala, FL

5. Conflict of Interest Statement*

- A. The above named entity is submitting a Bid for the City of Lake City ITB-016-2021 described as Rebid - Purchase and Installation of 50 X 50 X 16 Prefabricated Metal Building on Existing 12" Slab.
- 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.

Confirmed

6. Disputes Disclosure Form*

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

None

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".

N/A

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.

Confirmed

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".

Confirmed

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:
ITB-016-2021, Rebid - Purchase and Installation of 50 X 50 X 16 Prefabricated Metal Building on Existing 12" Slab;
- 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.

Confirmed

11. E-Verify Affirmation Statement*

ITB-016-2021-Rebid - Purchase and Installation of 50 X 50 X 16 Prefabricated Metal Building on Existing 12" Slab

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.

Confirmed

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.

Confirmed

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".

N/A

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

FEDERAL IDENTIFICATION NO. (FEID)*

Please provide your FEIN number here.

59-3444220

ACKNOWLEDGMENTS*

- A. This sworn statement is submitted with ITB-016-2021.
- 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

PROPOSAL DOCUMENT REPORT

ITB No. ITB-016-2021

Rebid - Purchase and Installation of 50 X 50 X 16 Prefabricated Metal Building on Existing 12" Slab

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.

Confirmed

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.

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 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)

REQUIRED DOCUMENTS

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

No response submitted

DESCRIBE ACTION TAKEN

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

N/A

PROPOSAL DOCUMENT REPORT

ITB No. ITB-016-2021

Rebid - Purchase and Installation of 50 X 50 X 16 Prefabricated Metal Building on Existing 12" Slab

PRICE TABLES

PURCHASE AND INSTALLATION OF 50 X 50 X 16 PREFABRICATED METAL BUILDING ON EXISTING 12" SLAB

Line Item	Description	Items	Total Cost	Comments
ITEM 1	Purchase and Installation of 50 X 50 X 16 Prefabricated Metal Building on Existing 12" Slab	1	\$84,173.00	