City of Lake Worth
FINANCE DEPARTMENT

INVITATION FOR BID

IFB # 16-109

PURCHASE IBM POWER 8 SYSTEM

Bid Submission Deadline

Date: **February 3, 2016**
Time: 3:00 PM
Location: City Hall
7 North Dixie Highway
Finance Office, 2nd Floor
Lake Worth, FL 33460

FINANCE OFFICE
7 North Dixie Highway
Lake Worth, FL 33360
TEL: 561-586-1674

INVITATION FOR BID
IFB # 16-109

PURCHASE IBM POWER 8 SYSTEM

The City of Lake Worth's Information Technology Department is soliciting bids from responsible and experienced contractors to replace an existing IBM System i 520 with an IBM Power 8 System, Services to include equipment purchase, installation and data migration.

The IBM System i 520 is currently hosting all our SunGard Naviline applications. We need to migrate the data from the current System i 520 to the Power 8 System during a weekend while the system is not in use. Vendor will provide all material and equipment for installation, migration and backup. The installation and data migration may be done remotely. The IBM System i 520 will be removed by IT Staff and the new IBM Power 8 System will be mounted to our existing rack by IT staff.

Bid documents may be downloaded at the City's website at www.LakeWorth.org. Hard copies of bid documents may also be acquired from the Finance Office at 7 North Dixie Highway, Lake Worth, FL 33460.

Time is of the essence. Any bid received after **3:00 PM, Wednesday, February 3, 2016**, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock located in the Finance Office. Bids shall be placed in a sealed envelope, marked in the lower left-hand corner with the bid number, title, date, and hour bids are scheduled to be received. Bidders are responsible for insuring that their bid is stamped by office personnel by the deadline indicated.

All bids must be delivered or mailed to:

City of Lake Worth
Finance Office - 2nd Floor
7 North Dixie Hwy.
Lake Worth, FL 33460

ENVELOPES CONTAINING BIDS MUST BE IDENTIFIED AS BID #16-109.

Hirut Darge, Purchasing Agent

SECTION 1 – SCOPE OF WORK

SCOPE OF WORK

The City of Lake Worth's Information Technology Department, has an IBM System i 9406-520 which is currently 10 years old and needs to be replaced.

The IBM System i 520 is currently hosting all our SunGard Naviline applications. The data must be migrated from the System i 520 to the Power 8 System during a weekend while the system is not in use. Vendor will provide all material and equipment for installation, migration and backup. The installation and data migration may be done remotely. The IBM System i 520 will be removed by IT Staff and the new IBM Power 8 System will be mounted to our existing rack by IT staff.

TECHNICAL SPECIFICATIONS

- IBM Power 8 Rack mountable (no rack included)
  - 4 Core, 1 Core Active and Licensed with 9,900 CPW Rating
  - (8) X 283GB Disk Drives (RAID 5 Configuration - 1.98TB usable)
  - 16 GB Memory
  - (2) x 4 Port, 1 GbE Ethernet NIC Card
  - System Console on Ethernet LAN
  - (2) 110v Power Supplies (Redundant)
- 75 IBMi User Licenses
- IBMi ® OS V7R1
- Three Year, 24 X 7 Software Maintenance
- Three Year, 24 X 7 Hardware Maintenance
- TS2260 External LTO7 Single Tape Drive
- IBM LT07 Tape Cartridges (6TB/15TB) – Quantity 15
- **Installation and migration**

Note: Backup tape LT03 presently being used, vendor must include compatible tape drive to facilitate the migration.

END OF SECTION 1 – SCOPE OF WORK

SECTION 2 – SPECIAL TERMS

1. **INSURANCE**: Prior to execution of the resulting contract derived from this IFB, the awarded bidder shall obtain and maintain in force at all times during the term of the resulting contract insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the selected bidder has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Compliance with the foregoing requirements shall not relieve the selected bidder of its liability and obligations under the resulting contract.

   A. The selected bidder shall maintain, during the life of the contract, commercial general liability, including public and contractual liability insurance in the amount of $1,000,000.00 per occurrence ($2,000,000.00 aggregate) to protect the bidder from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the contract, whether such operations be by the bidder or by anyone directly or indirectly employed by or contracting with the bidder.

   B. The selected bidder shall maintain general automobile liability insurance for owned and hired vehicles (optional / per case basis) of at least $1,000,000 combined single limit.

   C. The selected bidder shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

All insurance, other than Workers' Compensation, to be maintained by the selected bidder shall specifically include the CITY as an "Additional Insured".

2. **LICENSES:** Proposers shall provide proof of required licenses for the firm and scope of services to be performed. This shall include:

   - Proof of all applicable licenses for services to be rendered (including registration with State of Florida Division of Corporations if applicable);
   - Statement or proof of required insurance; and,
   - Proof of Proposer's Business Tax Receipt (as applicable).

3. **OTHER SPECIAL CONDITIONS**:
   The services to be provided under this IFB are set to commence within 30 days of City Commission approval. All bidders must have all necessary equipment and/or personnel to commence on said time.

   If vendor requires a standard contract please submit with bid proposal to be included with the City's contract as an addendum.

END OF SECTION 2 – SPECIAL TERMS

SECTION 3 - INSTRUCTIONS TO BIDDERS

To ensure acceptance of your bid, Bidders must comply with the following instructions:

1. HOW TO SUBMIT A BID:

a. **The one (1) original and two (2) copies** of your bid must be submitted in a sealed envelope, marked on the outside lower left-hand corner of the envelope with the Bid number, title, and date and hour bids are scheduled to be received. Sealed bids shall be mailed or hand-delivered to:

City of Lake Worth
Finance Office, 2nd Floor
7 North Dixie Highway
Lake Worth, FL 33460

b. Time is of the essence and any bid received after the closing date and time indicated on the cover of this IFB, whether by mail or otherwise, will be returned unopened and will not be considered. The time of receipt shall be determined by the time clock located in the Finance Office. Bidders are responsible for insuring that their bid is stamped by City personnel by the deadline indicated. The City shall in no way be responsible for delays caused by any occurrence.

c. Bids submitted by telephone, telegram facsimile or email shall not be accepted.

d. Submission of a Bid implies a full understanding of this IFB. Any misunderstanding as to such terms by the Bidder will not relieve the Bidder from performance.

e. This IFB consists of this document along with all plans, drawings and/or technical specifications incorporated or attached to this IFB, all of which are incorporated herein by this reference.

2. THE BID PACKAGE. Each bid submitted in response to this IFB shall contain the following documents:

B1 Bid Package Cover Sheet
B2 Bid
B3 Schedule of bid items
B4 Schedule of Subcontractors
B5 Vendor Verification
B6 List of References
B7 Affidavit of Prime Bidder Re Non-Collusions
B8 Drug Free Certification

AVOID BID REJECTION*:* Bids may be rejected for noncompliance to requirements after review by the Procurement Office. All bids must be submitted on the provided Bid forms and **signed in ink by an officer authorized to bind the Bidder where applicable.**

3. COMPLETION OF BID SUBMISSION PACKAGE.

a. It is the responsibility of the bidder to insure that all pages are included. All Bidders are advised to closely examine this IFB.

b. **All bids must be submitted on the provided Bid forms**. Bids submitted on Bidder's letterhead or quotation forms will not be accepted.

c. Bid forms must be neatly written in ink or typed, and must be signed in ink by an officer or employee having authority to bind the bidder (where a signature is required). **Failure to submit a duly signed bid shall be cause for rejection of the bid.**

4. ERRORS/ERASURES/CORRECTIONS

a. **Bids having erasures or corrections must be initialed in ink by the Bidder.** If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it and initial the correction. Any illegible entries, pencil bids or corrections not initialed may not be accepted.

b. In the event of mathematical extension error(s), the unit price will prevail and the bidder's total offer will be corrected accordingly. In the event of addition errors, the extended line item will prevail and the bidder's total will be corrected accordingly.

c. Bidders shall not be allowed to modify their bids after the bid opening time and date. Bid files may be examined during normal working hours, after bid opening, by appointment only.

d. Bidder represents that it has taken all necessary steps to ascertain the nature and location of the work and that it has investigated and satisfied itself as to the general and local conditions which can affect the performance of the work, including: (i) conditions relating to access, egress, transportation, debris disposal, parking and storage of materials; (ii) availability of labor; and (iii) physical conditions at the site. Any failure by Bidder to take these steps will not relieve the Bidder from the responsibility for estimating properly the difficulty and cost of successfully performing the work without additional expense to Owner.

5. BID PRICES. All prices shall remain valid for **ninety (90) days** after the date of bid closing or other time stated in the Special Terms. Prices must be stated in the units specified on the Bid form. Bidders may offer a cash discount for prompt payment; however, such discounts should not be considered in the unit price bid unless otherwise specified in special conditions.

6. SUBSTITUTIONS. If Bidder wishes to offer a substitution for a specified item of materials or equipment, the proposed substitution must be listed on the Substitution Sheet. In each case, the difference in price between the base bid and the price for the proposed substitution shall be specified or if there is no price difference that shall be specifically indicated. The Bid shall reflect the Bidder's price for the item specified in the Schedule of Bid items; not the proposed substitution. The best value bid will be established considering the base Bid, not any proposed substitution.

7. SUBCONTRACTING. If a Bidder intends to subcontracts any portion of the work, the Schedule of Subcontractors form must be fully completed and submitted with the bid. The name, address, phone number and extent of work and value of the work to be performed should be included for all sub-contractors. The City reserves the right to reject any bid if the bid names a subcontractor who has previously failed in the proper performance of an award, or failed to deliver on time contracts of a similar nature, or who is not in a position to perform under this award. The City reserves the right to inspect all facilities of any subcontractor in order to make a determination as to the foregoing.

8. CERTIFICATION AND LICENSES. Bidder must include with its bid package a copy of all applicable certificates and licenses and a current Business Tax Receipt in the name of the Bidder submitting the Bid from the County in which the Bidder's principal place of business is located. If awarded the contract, any Bidder who is not required to have a Business License from the City will be required to obtain a Certificate of Registration from the City of Lake Worth prior to contract execution.

9. NO LOBBYING – CONE OF SILENCE. In accordance with the Palm Beach County Lobbyist Registration Ordinance and Section 2-112(k) the City's procurement code, the City's procurement cone of silence will be in effect as of the due date for proposals in response to this IFB. A complete copy of the

City's procurement code is available on- line at municode.com under the City's code of ordinances (sections 2-111 – 2-117). All Bidders are highly encouraged to review the same. In summary, the cone of silence prohibits communication between certain City officials, employees and agents and any entity or person seeking to be awarded a contract (including their representatives, lobbyists and potential subcontractors). The cone of silence terminates at the time of award, rejection of all response or some other action by the City to end the selection process

10. CONFLICT OF INTEREST AND ETHICS REQUIREMENTS. This IFB is subject to the State of Florida Code of Ethics and the Palm Beach County Code of Ethics. Accordingly, there are prohibitions and limitations on the employment of City officials and employees and contractual relationships providing a benefit to the same. Bidders are highly encouraged to review both the Florida Code of Ethics and the Palm Beach County Code of Ethics in order to insure compliance with the same.

Further, any Bidder coming before the City Commission for an award of a contract and who has made an election campaign contribution in an amount that is more than one hundred dollars ($100.00) to any elected official of the City Commission, who is a current sitting member of the Commission, must disclose such election campaign contribution, verbally and in writing, in their responsive proposal to this IFB.

11. PUBLIC ENTITY CRIMES. Pursuant to section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a bid to the City as agent for the ECR Board for 36 months following the date of being placed on the convicted vendor list.

12. INQUIRIES AND ADDENDA. Any and all inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue, must be directed in writing, by US mail, fax or email to:

Hirut Darge, Purchasing Agent
City of Lake Worth, Finance Office-2nd Floor
7 N. Dixie Hwy.
Lake Worth, FL 33460
E-mail: hdarge@lakeworth.org
(561) 586-1651

Any addenda or other modification to the Bid documents will be issued by the City prior to the date and time of Bid closing, as a written addenda distributed to all prospective bidders who have obtained the bid package directly from the City or its authorized representative. Such written addenda or modification shall be part of the Bid documents and shall be binding upon each Bidder. Each Bidder is required to acknowledge receipt of any and all addenda in writing and submit with their bid. No Bidder may rely upon any oral or verbal modification or interpretation in preparing its bid. No interpretation of this IFB will be made for any bidder, except by written addendum.

13. ACCEPTANCE; REJECTION; CANCELLATION. In accordance with the City's procurement code, this IFB may be cancelled and may or may not be re-bid when determined to be in the best interests of the City. Any or all bids may be accepted or rejected in whole or in part, when determined to be in the best interests of the City. The City also reserves the right to reject the bid of any Bidder who has previously failed in the performance of an award or to deliver contracts of a similar nature on time or who is not in a position to perform properly under this award. The City reserves the right to inspect all facilities of bidders. Any bid received without an authorized signature or past the submittal deadline will be rejected.

Any withdrawal or cancellation of this Invitation for Bid, either before or after selection of a bidder, shall be without liability or obligation on the part of the City or its employees. Any action, selection or failure to

select a successful bidder to this Invitation for Bid shall be without any liability or obligation of the part of the City or its employees.

The City reserves the right to waive any non-material irregularities and technicalities, except timeliness and signature requirements. Additionally, bids may be considered irregular and may be rejected if the bid: 1) does not strictly conform to the requirements of this IFB; 2) is incomplete; 3) any Bid Form is altered; 4) contains additions not called for; 5) is conditional; 6) contains prices that are, in the opinion of the City, unbalanced either in excess or below the reasonable cost analysis values; 7) bids is in excess of the approved budget for the project.

14. SELECTION OF BIDDER WITH WHOM TO CONTRACT. The selection of a bidder with whom to contract shall be based on the "best value" to the City using the following criteria:

1. Qualifications;
2. Skill and experience based on reference verification;
3. Amount of the bid in relation to the needed goods & services and in relation to other bids received; and,
4. Adherence to the specifications and requirements of the IFB.

The above criteria are equally weighted.

15. POSTING OF AWARD TABULATIONS. The selected bidder will be notified in writing with intent to award a contract. Recommended awards will be available for review by interested parties at the Finance Office.

16. CONTRACT. The City and successful bidder will be contractually bound only if and when a written contract between the parties is executed by the City. In the event a contract is not executed with the selected bidder and City reserve the right to select the next "best value" bidder based on the bid tabulation and to contract with said bidder.

17. PROCUREMENT CODE. The City's Procurement Code, sections 2-111 to 2-119 of the City's Code of Ordinances, shall govern this IFB. If there are any inconsistencies between this IFB and the Procurement Code, the Procurement Code shall take precedence.

18. COSTS. All costs incurred by any party in responding to this Invitation for Bid are the sole responsibility of the Bidder including any costs, fees or expenses associated with a protest.

19. PROTEST PROCEDURE. *Please see* section 2-115 of the City's Procurement Code for the procedure.

20. CITY IS DOCUMENT GATEKEEPER. This IFB is issued directly by the City and the City shall be the sole distributor of all addenda and/or revisions to these documents. It is the responsibility of the Bidder to confirm the legitimacy of procurement opportunities or notices directly with the Finance Office. The City is not responsible for any solicitations advertised by subscriptions, publications, websites (other than the City's) or other sources not connected with the City and the Bidder should not rely on such sources for information regarding ay solicitation made by the City of Lake Worth.

21. SMALL BUSINESS AND LOCAL BUSINESS PREFERENCE. Section 2-117 of the City's Procurement Code shall govern the application of a small business and/or local business preference for this IFB. **Documentation to support a Bidder as a Small Business and/or Local Business must be submitted with a Bidder's bid in response to the IFB.** Documentation submitted after the bid deadline will be rejected.

22. PROPERTY OF THE CITY. All materials submitted in response to this IFB become the property of

the City. The City has the right to use any or all ideas presented in any response to this IFB, whether amended or not, and selection or rejection of a proposals does not affect this right. No variances to this provision shall be accepted.

23. DISCLOSURE AND DISCLAIMER. The information contained herein is provided solely for the convenience of the Bidders. It is the responsibility of each Bidder to assure itself that information contained herein is accurate and complete. Neither the City, nor its advisors provide any assurances as to the accuracy of any information in this IFB. Any reliance on the contents of this IFB regarding the project or scope of thereof, or on any oral communications with City representatives or advisors, shall be at each Bidder's own risk.
Bidders should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. This IFB is being provided by the City without any warranty or representation, express or implied, as to its content; accuracy or completeness and no Bidder or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the City that any bid or proposal conforming with these requirements will be selected for consideration, negotiation or approval.

Any action taken by the City in response to bids or proposals made pursuant to this IFB or in making any award or failure or refusal to make any award pursuant to such bids or proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the City, or their advisors.

Any recipient of this IFB who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this IFB is at the sole risk and responsibility of the party submitting such proposal.

24. COMPLIANCE. All bids or proposals received in accordance with this IFB shall be subject to applicable Florida Statutes governing public records including without limitation Chapter 119, Florida Statutes.

END OF SECTION 3 - INSTRUCTIONS TO BIDDERS

BID PACKAGE COVER SHEET

IFB # 16-109	**PROJECT TITLE: PURCHASE IBM POWER 8 SYSTEM**

Bidder Company Name:
……

Enclose the following documents:

_____ 1. Bid Package Cover Sheet (B1)

_____ 2. Bid (B2) **Must be signed**

_____ 3. Schedule of Bid Items (B3) **Must be signed**

_____ 4. Schedule of Sub-contractors (B4) - If none, mark "none".

_____ 5. Contractor Verification (B5) - Check the license and insurance requirements to ensure that you will comply and attach copies of current licenses.

_____ 6. List of References (B6)

_____ 7. Affidavit of Prime Bidder Re Non-collusion (B7)

_____ 8. Drug Free Certification (B8)

Clearly mark the outside lower left corner of the Envelope with the Invitation for Bid number and title, and the Date and Time for the bid closing deadline.

THIS PAGE AND THE FOLLOWING PAGES ARE TO BE RETURNED WITH YOUR BID.

Submit ONE (1) ORIGINAL and TWO (2) PHOTOCOPIES of your Bid package.

AVOID BID REJECTION*:*

All bids must be submitted on the provided Bid forms with each form completed and signed where requested. Signatures must be in ink and by a person authorized to bind the Bidder.

PURCHASE IBM POWER 8 SYSTEM

BID

IFB # 16-109

Proposal of: _____
(Bidder Name)

Lump Sum Bid Amount: $_____

_____
(Write Dollar Figure Here)

By signing the foregoing, the Bidder agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary for the performance and completion of the work for the amount indicated above.

The undersigned Bidder hereby declares that:

1. This bid is made in good faith, without collusion or fraud and is fair and competitive in all respects.

2. The Bidder has carefully and to his full satisfaction examined the attached Scope of Work, Special Terms, General Conditions, technical specifications, and form of bonds, if applicable, together with the accompanying plans, and Bidder has read all issued addenda issued.

3. Bidder has made a full examination of the site and is familiar with the site conditions that may impact its performance.

4. Upon receipt of a Notice of Intent to Award the contract the Bidder shall: 1) commence obtaining a Performance Bond, Labor and Material Bond, and Certificate(s) of Insurance and 2) commence obtaining a Certificate of Registration or Business License for engaging in business from the City, as such documents are required to commence the work.

5. Bidder understands that the contract time starts on the date of Notice to Proceed.

6. Bidder furthermore agrees that, in case of failure on his/her part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, the offer to contract may be withdrawn and the check, bond, or other security accompanying his bid and the money payable thereon, shall become the property of the City, by forfeit as agreed liquidated damages.

7. The Bidder states that this bid is the only bid for this project in which Bidder is interested; and Bidder shall not be a sub-contractor or sub-subcontractor on this project.

8. Small Business participation goal for this project is 15%.

9. The following officer, director or agent of the Bidder is also an employee of the City of Lake Worth.

Name *Address*

_____

_____

_____

10. The following employee(s) of the City of Lake Worth, either directly or indirectly, an interest of 10% or more of Bidder or its affiliates or subsidiaries:

Name *Address*

_____

_____

_____

11. Bidder and all affiliates, suppliers, subcontractor or consultants who will perform the Work have not been placed on the Public Entity Crimes convicted vendor list maintained by the State of Florida within the 36 months immediately preceding the date of this Bid.

12. Bidder acknowledges that ADDENDA NO(S). _____ have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.

13. By signing and submitting this Bid, Bidder represents that all Bid Forms are fully complete and accurate.

14. Bidder acknowledges that the Bid may be rejected if all Bid Forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.

Name of Bidder: _____

HQ Address: _____ ST_____ Zip_____

Phone: (_____) _____ Email: _____

FEIN: _____ State of Incorporated: _____

Print Name: _____ Title: _____

SIGNATURE: _____ Date: _____

Sales Office: _____ ST_____ Zip_____

Sales Contact Name: _____ Title: _____

Phone: (_____) _____ Email: _____

<u>Failure to fully complete and sign this Bid Form may result in rejection of the Bid.</u>

PURCHASE IBM POWER 8 SYSTEM

IFB# 16-109

SCHEDULE OF BID ITEM

In accordance with the scope of work and specifications noted in this IFB document, following is the fixed price to provide all required services:

Description	Quantity	Unit Price
IBM Power 8 System – Server Rack mountable (no rack included) **4 Core, 1 Core Active and Licensed with 9,900 CPW Rating** **(8) X 283GB Disk Drives** (RAID 5 Configuration - 1.98TB usable) 16 GB Memory (2) x 4 Port, 1 GbE Ethernet NIC Card System Console on Ethernet LAN (2) 110v Power Supplies (Redundant)	1	
TS2260 External LTO7 Single Tape Drive	1	
IBM LT07 Tape Cartridges (6TB/15TB)	20	
IBMi User Licenses	75	
IBMi ® OS V7R1	1	
24 X 7 Hardware Maintenance	3 yrs	
24 X 7 Software Maintenance	3 yrs	
Installation & Migration	1	

Note: Detailed quote must be included.

Name of Bidder: _____

Address: _____ ST_____ Zip_____

Phone: (_____) _____ Email: _____

Print Name: _____ Title: _____

SIGNATURE: _____ Date: _____

PURCHASE IBM POWER 8 SYSTEM

IFB # 16-109

SCHEDULE OF SUBCONTRACTORS

The following is a complete list of all sub-contractors utilized for this project:

Dollar amount of subcontract work

1. _____ (company name) _____ (type of work) $_____

_____ (address) _____ (tel. #)

_____ (zip code) _____ (federal I.D. #)

2. _____ (company name) _____ (type of work) $_____

_____ (address) _____ (tel. #)

_____ (zip code) _____ (federal I.D. #)

3. _____ (company name) _____ (type of work) $_____

_____ (address) _____ (tel. #)

_____ (zip code) _____ (federal I.D. #)

Total dollar amount to be awarded to sub-contractors (this page) **$**_____

Authorized Signature: _____

Note: The above schedule of subcontractors will become a part of the Contract documents. Changes made to the above schedule of subcontractors after the contract has been executed must be submitted in writing to the Project Engineer for approval prior to that sub-contractor performing any work.

PURCHASE IBM POWER 8 SYSTEM

IFB # 16-109

VENDOR VERIFICATION FORM

PRIME BIDDER:

Name of Firm: _____

Address: _____

_____

Telephone: ( ) _____

Fax: ( ) _____

Email: _____

COMPANY PRINCIPAL:

Name: _____

Address: _____

_____

Telephone: ( ) _____

Email: _____

State License # _____ (**ATTACH COPY)**

County License # _____ (**ATTACH COPY**)

Type of License: _____

Unlimited _____ (yes/no)

If "NO", Limited to what trade? _____

Is the Licensee a full-time employee of Prime Bidder?

____ Yes _____ No

Will the Licensee be in responsible charge of the work performed and installed under this contract?

____ Yes _____ No

City License: (**ATTACH COPY OF CITY REGISTRATION OR BUSINESS TAX RECEIPT –** *May be obtained from City Construction Services***)**

Failure to fully or accurately complete this form may be cause for rejection of the bid.

PURCHASE IBM POWER 8 SYSTEM

IFB # 16-109

LIST OF REFERENCES

1. Owner's Name & Address: _____

_____

_____

Contact Person: _____

Telephone: ( ) _____ Fax: ( )_____ E-Mail: _____

2. Owner's Name & Address: _____

_____

_____

Contact Person: _____

Telephone: ( ) _____ Fax: ( )_____ E-Mail: _____

3. Owner's Name & Address: _____

_____

_____

Contact Person: _____

Telephone: ( ) _____ Fax: ( )_____ E-Mail: _____

PURCHASE IBM POWER 8 SYSTEM
IFB# 16-109

AFFIDAVIT OF PRIME BIDDER
Re Non-collusion and Public Entity Crime

State of _____}
County of _____}

_____, being first duly sworn, disposes and says that:
(Name)

1. I am the _____of _____, the
(Title) (Name of Company)
Bidder that has submitted the attached bid;

2. I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding 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 Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Lake Worth, or any person interested in the proposed Contract; and
5. The following Officer, director or agent of Bidder is also an employee of the City of Lake Worth. _____ (if none, write "None").
6. The following employees of the City of Lake Worth, own, directly or indirectly, an interest of 10% or more in Bidder firm or any of its affiliates or subsidiaries: _____ (if none, write "None").
7. The price or prices quoted in the attached Bid 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.
8. Neither the Bidder nor any officer, director, partner, shareholder, employee, member or agent, who is active in the management of Bidder, or any affiliate or subsidiary of Bidder has been convicted of a public entity crime or action regarding antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation with respect to any bid or contract for goods or services to be provided to any public entity, or has been listed on the state Convicted Vendor List, within thirty-six months prior to the date of Bidder's Bid.

(Signed) _____

(Print Name) _____

(Title) _____

The foregoing Affidavit of Bidder regarding Non-Collusion and Public Entity Crime was acknowledged before me

This _____ day of _____, 2016 *by* _____, who is _____ (title) of _____ and who is personally known to me or who has produced _____ as identification.

_____
Notary Public

PURCHASE IBM POWER 8 SYSTEM

IFB# 16-109

DRUG FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under this bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities, or contractual services that are under bid, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty, or *nolo contendre* to any violation of Chapter 1893, or of any controlled substance law of the United States, or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require 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.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____
Bidders Authorized Signature

Print Name: _____

_____
Date