

**DELIVER TO:**  
City of Fort Pierce  
100 North U.S. #1  
Fort Pierce, FL 34950

**MAIL TO:**  
City of Fort Pierce Procurement Dept.  
P.O. Box 1480  
Fort Pierce, FL 34954-1480

# INVITATION TO BID

and

## BIDDER ACKNOWLEDGMENT

Contact: Gelencia Carter, 772-467-3748

Bid No: 2015-044

Mandatory Site Visit Date:  
10:00AM, FRIDAY, JULY 10, 2015

Bid Title: HOUSING REHABILITATION  
PROJECT FOR 709 EASTER AVENUE

Mandatory Site Visit Location:  
709 Easter Avenue  
Fort Pierce, FL 34950

Bid Opening Location:  
City of Ft. Pierce Procurement Dept.  
100 North U.S. #1, 1st Floor  
Ft. Pierce, Florida 34950

Bid Due Date & Time:  
3:00 PM, THURSDAY, JULY 16, 2015

If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.

Bidder Name:  
.....

Mailing Address:  
.....  
.....  
.....

*I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.*

X \_\_\_\_\_  
Authorized Signature (Manual)

City, State, Zip Code:

Typed or Printed Name:

Type of Entity (Circle One):  
Corporation Partnership Proprietorship

Title:

Incorporated in the State of: Year:

Delivery in \_\_\_\_\_ days, ARO

Phone Number:

Payment Terms: Net 30 Days

Fax Number:

FEIN or SS Number:

E-Mail Address:

Local Business: \_\_Y \_\_N MWBE: \_\_Y \_\_N

Bid Security is attached, when required, in the amount of \$  
\_\_\_\_\_  
F.O.B. DESTINATION

If returning as a "No Bid" state reason:

**THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID**

# Table of Contents

**SECTION I – GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS .....1**

1	GENERAL INFORMATION .....	1
2	DELAYS .....	1
3	EXECUTION OF BIDS .....	1
4	NO BID .....	1
5	BID OPENING .....	1
6	TAXES .....	1
7	DISCOUNTS .....	2
8	MISTAKES .....	2
9	INVOICING AND PAYMENT .....	2
10	DELIVERY .....	2
11	ADDITIONAL TERMS AND CONDITIONS .....	2
12	INTERPRETATION.....	3
13	ADDENDUM .....	3
14	DISPUTES.....	3
15	CONFLICT OF INTEREST .....	3
16	LEGAL REQUIREMENTS.....	3
17	DRUG FREE WORK PLACE .....	3
18	MINORITY/WOMEN OWNED BUSINESS ENTERPRISE .....	4
19	PUBLIC ENTITY CRIMES .....	4
20	AWARD .....	4
21	EEO STATEMENT .....	4
22	CONTRACTUAL AGREEMENT .....	4
23	GOVERNMENTAL RESTRICTION .....	4
24	PATENTS AND ROYALTIES .....	4
25	ADVERTISING.....	5
26	ASSIGNMENT .....	5
27	COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH .....	5
28	FACILITIES .....	5
29	REPRESENTATION.....	5
30	DISQUALIFICATION OF BIDDER .....	5
31	ADJUSTMENTS/CHANGES/DEVIATIONS .....	5
32	INSURANCE.....	5
33	PUBLIC RECORDS .....	6
34	BID PREPARATION COSTS .....	6
35	COOPERATIVE PURCHASING .....	6

**SECTION II – SPECIAL TERMS AND CONDITIONS – LOCAL VENDOR PREFERENCE**

**THIS SECTION IS NOT APPLICABLE TO THIS PROJECT~ DISREGARD..... 7**

1	DEFINITION.....	7
2	CERTIFICATION .....	7
3	NON-LOCAL BUSINESS.....	7
4	COMPETITIVE BID (SECOND CHANCE OFFER.....	8
5	CONSTRUCTION PROJECTS.....	8
6	NOTICE.....	9
7	WAIVER OF APPLICATION OF LOCAL PREFERENCE.....	9
8	COMPARISON OF QUALIFICATIONS .....	9
9	RECIPROCITY .....	9

<b>SECTION III – INSURANCE REQUIREMENTS.....</b>		<b>10</b>
1	INSURANCE REQUIREMENTS .....	10
<b>SECTION IV – INSTRUCTIONS TO BIDDERS.....</b>		<b>16</b>
1	PURPOSE.....	16
2	BID OPENING .....	16
3	PERMITS AND LICENSES.....	16
4	MANDATORY PRE-BID CONFERENCE & SITE VISIT .....	16
5	INQUIRIES/QUESTIONS .....	17
6	CERTIFICATE OF INSURANCE AND BONDING REQUIREMENTS .....	17
7	EVALUATION CRITERIA .....	17
8	BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE).....	18
9	W-9 TAXPAYER IDENTIFICATION NUMBER & CERTIFICATION FORM.....	18
10	REFERENCE CHECK FORM .....	18
11	MINORITY PARTICIPATION PROGRAM.....	18
<b>SECTION V – STATEMENT OF WORK.....</b>		<b>19</b>
1	SCOPE OF WORK .....	19
<b>SECTION VI – FORMS .....</b>		<b>20</b>
1	CONTRACTOR DEBARMENT FORM.....	21
2	DRUG-FREE WORKPLACE FORM .....	22
3	W-9 TAXPAYER IDENTIFICATION FORM .....	23
4	BID RESPONSE FORM.....	24
5	REFERENCE CHECK FORM .....	25-27
6	BIDDER’S CHECKLIST .....	28

## SECTION I

### GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

#### 1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and bid forms. All bid sheets and attachments must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE (CLEARLY MARK BID AS “ORIGINAL” AND REQUESTED NUMBER OF COPIES AS “COPY” ON EACH SET ENCLOSED).** The face to the envelope shall contain Bidder’s name, return address, the date and time of bid opening, the bid number and title. Bids not submitted on the enclosed Bid Form shall be rejected. By submitting a bid, the Bidder agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Bidders shall submit three (3) complete sets (**one [1] original and two [2] copies**) of their bid complete with all supporting documentation. **SUBMITTAL OF A BID IN RESPONSE TO THIS INVITATION TO BID CONSTITUTES AN OFFER BY THE BIDDER.** Bids, which do not comply with the requirements, may be rejected at the option of the City.

#### 2. DELAYS

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify bidders of all changes in scheduled due dates by written addendum.

#### 3. EXECUTION OF BID

**Bid must contain a manual signature, in ink, of an authorized representative who has the legal ability to bind the Bidder in contractual obligations in the space provided on Page 1 of Bidder/Proposal Acknowledgment and on the Bid Response Form. FAILURE TO PROPERLY SIGN THE BID SHALL INVALIDATE SAME, AND IT SHALL NOT BE CONSIDERED FOR AN AWARD.** Bids must be typed or legibly printed in ink. All corrections made by Bidder to any part of the bid document must be initialed in ink. The original bid conditions and specifications cannot be changed or altered in any way. Altered bids will not be considered. Clarification of bids submitted shall be in letter form, signed by bidders and attached to the bid.

#### 4. NO BID

If not submitting a bid, respond by returning only the Bidder acknowledgment form, marking it “No Bid,” and give the reason in the space provided.

#### 5. BID OPENING

Shall be public, at the address, date, and time specified on the bidder Acknowledgment form. The bid time must be and shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered; such bids will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Department shall serve as the official authority to determine lateness of any bid. It is the Bidders sole responsibility to assure that his/her bid is complete and delivered at the proper time and place of the bid opening. Bids, which for any reason are not so delivered, will not be considered. Offers by facsimile, telegram, or telephone are not acceptable. A bid may NOT be altered by the Bidder after opening of the bids. Bid tabulations will be furnished on the DemandStar web site: [www.demandstar.com](http://www.demandstar.com).

#### 6. TAXES

The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. If requested, the Purchasing Director will provide an exemption certificate to the awarded Bidder. Vendors or contractors doing business with the City shall not be exempt from paying sales tax to their suppliers for

materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

**7. DISCOUNTS**

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

**8. MISTAKES**

a. Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT BIDDER'S RISK.** In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly.

b. Written amounts shall take precedence over numerical amounts. In the event of addition error(s), the unit price and extension thereof will prevail and the Bidder's total offer will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.

**9. INVOICING AND PAYMENT**

Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this bid specification shall minimally meet the following conditions to be considered as a valid payment request:

a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and to be submitted to the Finance Department at the address as stipulated on the Purchase Order.

b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; bid number, original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated City employee or authorized agent; be clearly marked as "partial", "complete", or "final" invoice. The City will accept partial deliveries unless otherwise specified into contract or purchase order document.

c. The invoice shall contain the Bidder's Federal Employer Identification Number (F.E.I.N.).

**10. DELIVERY**

Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the bid specifications.

**11. ADDITIONAL TERMS AND CONDITIONS**

No additional terms and conditions included with the bid response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Bid Documents are the only conditions applicable to this bid and the Bidder's authorized signature on the Bid Form attests to this.

**12. INTERPRETATION**

All Bidders shall carefully examine the Bid Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Bids; failure to do so, on the part of the bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Bid Documents shall be requested in writing, and received by the City at least seven (7) days prior to the Bid Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 1. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of or changes to the bid will be made in the form of a written Addendum to the bid and will be furnished to all Bidders. Receipt of all addenda shall be acknowledged by the Bidders by signing and enclosing said addenda with their bid.

The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. The City will send a written addendum to all Bidders who requested a bid directly from the City Purchasing Department. All proposers should contact the City at least seven (7) calendar days before the bid opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the bid as unresponsive. The City shall not be responsible for providing said addendum to proposers who receive bid packages from other sources.

**13. ADDENDUM**

Should revisions to the Bid Documents become necessary, the City will provide a written addendum to all proposers who received a bid package from the City's Purchasing Department. Bidders who obtain Bid Documents from other sources must officially register with the City's Purchasing Department in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Bidder may cause your bid to be rejected as non-responsive if you have failed to submit a bid without an addendum acknowledgment for the most current addendum.

Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Bidder's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the bid as acknowledgment of addendum.

**14. DISPUTES**

Any Bidder who disputes the bid selection or contract award recommendation shall file such dispute according to the bid protest procedures. These procedures are available upon request from the City.

**15. CONFLICT OF INTEREST**

All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City. All Bidders must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches.

**16. LEGAL REQUIREMENTS**

Bidders are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being bid. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

**17. DRUG-FREE WORK PLACE (DFW)**

Preference shall be given to business with Drug-Free Work Place (DFW) Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

**18. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (MWBE)**

Minority/Women Owned Business Enterprise (MWBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MWBE wishing to participate in the City procurement process may contact the Purchasing Department for information and assistance.

**19. PUBLIC ENTITY CRIMES**

No award will be executed with any person or affiliate identified on the Department of Management Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (currently \$10,000.00) with any person or affiliated on the "convicted vendor" list for a period of thirty-six (36) months from the date that person or affiliate was placed on the "convicted vendor" list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f) Florida Statutes.

**20. AWARD**

As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all bids, or waive any minor irregularity or technicality in bids received, and may, at its sole discretion, request a rebid. Bidders are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

**21. EEO STATEMENT**

The City is committed to assuring equal opportunity in the award of contracts, and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

**22. CONTRACTUAL AGREEMENT**

The terms, conditions, and provisions in this Invitation to Bid shall be included and incorporated in any final contract or purchase order. The order of precedence will be Bid Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Fort Pierce, Florida.

**23. GOVERNMENTAL RESTRICTION**

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the Bidder to notify the Purchasing Department at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

**24. PATENTS AND ROYALTIES**

The Bidder, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commission/Board from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Bidder. Further, if such claim is made, or is pending, the Bidder may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the

alternatives are reasonably available, the City agrees to return the article on request to the Bidder and receive reimbursement. If the Bidder used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

**25. ADVERTISING**

In submitting a bid, Bidder agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

**26. ASSIGNMENT**

Any purchase order or contract issued pursuant to this Invitation to Bid and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Purchasing Department.

**27. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH**

Bidder certifies that all material, equipment, etc., contained in his/her bid meets all applicable O.S.H.A. requirements. Bidder further certifies that, if he/she is the successful Bidder, and the material, equipment, etc., delivered is subsequently found to be defective in applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be born by the Bidder.

**28. FACILITIES**

The City reserves the right to inspect the Bidder's facilities at any reasonable time, during normal working hours, with prior notice to determine that Bidder has a bona fide place of business, and is a responsible Bidder.

**29. REPRESENTATION**

A Bidder must have at the time of bid opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product bid, and capable of producing or providing the items bid, and so certify upon request.

**30. DISQUALIFICATION OF BIDDER**

More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one bid submittal will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders Bids in which the prices obviously are unbalanced will be subject to rejection.

**31. ADJUSTMENTS/CHANGES/DEVIATIONS**

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a bid expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding ONLY if issued by the City's Purchasing Department. The Bidder shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

**32. INSURANCE**

The awarded Bidder(s) shall maintain insurance coverage reflecting the minimum amounts and conditions specified in the attached specifications or the Special Terms and Conditions. In the event the proposer is a governmental entity or a self-insured organization, different requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Bidder's insurance coverage, policies or capabilities may be grounds for rejection of the bid and rescission of any ensuing contract.

**33. PUBLIC RECORDS**

Upon award recommendation or ten days after opening, bids become “public records” and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the Bid, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

**34. BID PREPARATION COSTS**

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Bid. Bidders should prepare their bids simply and economically, providing all information and prices as required.

**35. COOPERATIVE PURCHASING**

Any governmental purchasing authority may participate in this purchase for services and commodities from this successful award.

**ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.**

## SECTION II

### SPECIAL TERMS AND CONDITIONS

#### LOCAL VENDOR PREFERENCE

**THIS SECTION IS NOT APPLICABLE TO THIS PROJECT ~ PLEASE  
DISREGARD**

#### 1. DEFINITION

“Local business”, shall mean a business which meets the following criteria:

- 1.1 Has had a fixed office or distribution point located in and having a street address within St. Lucie, Indian River, Martin or Okeechobee County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the City. The fixed office or distribution point must be staffed and have a valid business tax receipt issued by the City of Fort Pierce at least 6 months prior to bid/proposal (must provide a copy). Post office boxes are not verifiable and shall not be used for the purpose of establishing a physical address; and
- 1.2 Holds any business license required by City of Fort Pierce; and
- 1.3 Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

#### 2. CERTIFICATION

Any vendor claiming to be a local business as defined by subsection 1-above, shall so certify in writing to the Purchasing Department. The certification shall provide all necessary information to meet the requirements of subsection (1.1) above. The Purchasing Department shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a “local business”.

#### 3. NON-LOCAL BUSINESS

“Non-local business” means a bidder which is not a local business

- 3.1 Preference in purchase of commodities and services by means of competitive bid. Under any such applicable solicitation, bidders/proposers desiring to receive local preference will be invited and required to affirmatively state and provide documentation as set forth in the solicitation in support of their status as local business. Any bidder who fails to submit sufficient documentation with their bid offer shall not be granted local preference consideration for the purposes of that specific contract award. Except where federal or state law, or any other funding source, mandates to the contrary, City of Fort Pierce and its agencies and instrumentalities, will give preference to local businesses as outlined below in Section 4.

**4. COMPETITIVE BID (SECOND CHANCE OFFER)**

- 4.1 Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined. A **Second Chance Offer** will be offered to the lowest bidder if non-local and the lowest local bidder within 5% of the non-local bidder. Each bidder will be given the opportunity to resubmit a “second chance” bid price. Once the bids have been received by the Purchasing Department, a recommendation for award will be made with the new bid prices. If the local bidder does not resubmit a “second chance” bid price, declines, or is not the lowest bid price, then award will be made to the lowest overall qualified and responsive responsible bidder. If **ALL** bids made by “second chance” bidders are higher than the original low bid, then award will be made to the original low overall qualified and responsive responsible bidder.
- 4.2 In the event a bidder is awarded a contract pursuant to this section, all requests for change orders must be approved by the City Commission of the City of Fort Pierce.

**5. CONSTRUCTION PROJECTS**

- 5.1 **OPTION 1: NON-LOCAL CONTRACTORS** for construction projects that use a minimum of 60% up to 75% of the dollar value of the project for local sub-contractors and material suppliers would qualify as a “local” contractor.
- 5.2 **OPTION 2: NON-LOCAL CONTRACTORS** ~ that employs more than 30% minority employees and a minimum of 60% up to 75% local employees whose primary residence is within the boundaries of St. Lucie County, would qualify as a “local” contractor.
- 5.3 **Preference for RFP (request for proposals)** – In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures for which a request for proposals is developed with evaluation criteria, the locality rating evaluation score shall be assigned as follows:

**LOCALITY RATING ~ TABLE**

<b>LOCATION</b>	<b>RATING</b>
Headquartered within the City of Fort Pierce	25
Headquartered within the four counties (Martin, Okeechobee, Indian River, St. Lucie County)	20
Satellite office in four counties (Martin, Okeechobee, Indian River, St. Lucie County)	15
Office located in State of Florida	10
Office located outside of Florida	0

Proposing firms can only receive a score from one of the above categories.

**6. NOTICE**

Both bid documents and request for proposal documents shall include notice to vendors of the local preference policy.

**7. WAIVER OF APPLICATION OF LOCAL PREFERENCE**

The application of Local Preference to a particular purchase or contract for which the City of Fort Pierce is the awarding authority may be waived upon approval of the Commissioners.

**8. COMPARISON OF QUALIFICATIONS**

The preference established herein in no way prohibit the right of the Commissioners to compare quality of materials proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids. Further, the preferences established herein in no way prohibit the right of the City Commission from giving any further preference permitted by law instead of the preference granted herein.

**9. RECIPROCITY**

In the event any other Florida county or municipality (“local government”) deemed appropriate by the City of Fort Pierce extends preferences to local businesses. City of Fort Pierce may enter into an interlocal agreement with such local government wherein the preferences of this section may be extended and made available to vendors that have a valid business tax receipt issued by the specific local government to do business in that local government that authorizes the vendor to provide the commodities and services to be purchased, and a physical business address located within the limits of that local government. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Vendors must also be authorized to do business in City of Fort Pierce. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid to be eligible for consideration as a “local business” under this section. In no event shall the amount of the preference accorded other local government firms exceed the amount of preference that such local government extends to City of Fort Pierce firms competing for its contracts.

## SECTION III

<b>INSURANCE REQUIREMENTS</b>
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(A) CONTRACTOR shall be responsible for all damage to person and or property resulting from its negligent acts, reckless or intentional misconduct, errors or omissions or those of their subcontractors, agents or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

(1) CONTRACTOR shall, at its own expense, procure and maintain throughout the term of this Contract, with insurers acceptable to the CITY OF FORT PIERCE, hereinafter called "CITY" the types and amounts of insurance conforming to the minimum requirements set forth herein. CONTRACTOR shall not commence work until the required insurance is in force and evidence of insurance acceptable to the CITY has been provided to, and approved by, the CITY. The CITY at all times reserves the right to request such additional documentation and evidence of insurance as in its sole discretion it may require and the CONTRACTOR hereby agrees to provide same. Until such insurance is no longer required by this Contract, CONTRACTOR shall provide the CITY with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance. To the extent CONTRACTOR is permitted to and elects to sub-contract any of the work performed under this Contract, CONTRACTOR will require all subcontractors to provide insurance coverage complying with the requirements set forth herein, and will provide the CITY with evidence of such coverage prior to the commencement of the subcontractor's work.

(2) Workers' Compensation/Employer's Liability Insurance.

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	\$1,000,000	Each Accident
	\$1,000,000	Disease - Policy Limit
	\$1,000,000	Disease - Each Employee

The Workers' Compensation Policy must be endorsed to waive the insurer's right to subrogate against CITY and the City of Fort Pierce, and their respective members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with CITY, the City of Fort Pierce, and their respective members, officials, officers and employees in the manner

which would result from the attachment of the NCCI Waiver Of Our Right to Recover From Others Endorsement (Advisory Form WC 00 03 13) with CITY, the City of Fort Pierce, and their respective members, officials, officers and employees scheduled thereon.

(3) General Liability Insurance.

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than any endorsements specifically required by ISO or the State of Florida. CITY, the City of Fort Pierce and their respective members, officials, officers, and employees shall be included as an “Additional Insured” on a form no more restrictive than ISO form CG 20 10 (additional insured-CITYs, Lessees, or Contractor – Scheduled Person or Organization). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

(4) Automobile Liability Insurance.

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, other than those which are required by the State of Florida or those which under an ISO filing, must be attached to the policy (i.e. mandatory endorsements). The policy shall include coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	\$1,000,000
---	-------------

(5) Watercraft Liability

To the extent watercraft are utilized, the CONTRACTOR shall purchase and maintain, or cause its subcontractors to purchase and maintain, insurance which shall, at a minimum, cover the CONTRACTOR and subcontractor for injuries or damage arising out of the use of watercraft. The insurance shall include the CITY as an additional insured. The limits applicable to watercraft liability (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence/Annual Aggregate	\$1,000,000
----------------------------------	-------------

(6) Payment Bond and Performance Bond

CONTRACTOR shall execute, deliver to the CITY, in accordance with the performance and payment bond requirement, and record in the public records of the county where the improvement is located, a statutory payment bond and a common law performance bond in the amount of this Contract. CONTRACTOR shall provide the CITY with a true copy of the recorded bond(s) as evidence of such recording. The payment and performance bonds shall be issued using the Statutory Payment Bond form and the Common Law Performance Bond form provided by the CITY.

Each bond shall be signed on behalf of the CONTRACTOR by an individual who is duly authorized to execute the bond on behalf of the CONTRACTOR. Each executed bond should be accompanied by (a) appropriate acknowledgment of the respective parties, and (b) the Power-of-Attorney for the Attorney-in-Fact who has executed the bond.

All bonds required under this Contract shall be written with a surety holding a certificate of authority authorizing it to write surety bonds in Florida and the surety bond shall be countersigned by a licensed Florida agent appointed by the surety. The surety shall have a minimum Best's Rating of "A-" according to A.M. Best Company and shall also maintain a current certificate of authority as an acceptable surety on Federal Bonds in accordance with U.S. Department of Treasury Circular 570, current revision.

(7) General Conditions

The insurance provided by the CONTRACTOR shall apply on a primary basis. Any insurance, or self-insurance, maintained by the CITY shall be in excess of, and shall not contribute with, the insurance provided by CONTRACTOR. Except as otherwise specified, no deductible or self-insured retention is permitted.

Compliance with these insurance requirements shall not limit the liability of CONTRACTOR. Any remedy provided to the CITY by the insurance provided by CONTRACTOR or the CITY shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of CONTRACTOR) available to the CITY under this Contract or otherwise.

Neither approval nor failure to disapprove insurance furnished by CONTRACTOR shall relieve CONTRACTOR from the responsibility to provide insurance as required by this Contract.

(8) CONTRACTOR shall deliver to CITY the required certificate(s) of insurance and endorsement(s) before CITY signs this Agreement.

(9) At its sole discretion, CITY may obtain or renew CONTRACTOR insurance, and CITY may pay all or part of the premiums. Upon demand, CONTRACTOR shall repay CITY all monies paid to obtain or renew the insurance. CITY may offset the cost of the premium against any monies due CONTRACTOR from CITY. CONTRACTOR's failure to obtain, pay for, maintain any required insurance shall constitute a material breach upon which the CITY may immediately terminate or

suspend this agreement.

- (10) **All Insurance policies provided by the contractor shall be endorsed to provide the City with thirty (30) days notice of cancellation. Contractor shall furnish the City with (a) a fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies) and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of City's officials, officers and employees as Additional Insureds in the Commercial General Liability coverage; (b) the original of the policy(ies); or (c) other evidence satisfactory to City. Until such insurance is no longer required by this Contract, the Contractor shall provide the City with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.**

(B) The CITY and CONTRACTOR waive all rights against (1) each other and any of their subcontractors, subcontractors' agents, and employees each of the other, and (2) the separate contractors if any, and any of their subcontractors, subcontractors' agents, and employees, for damages caused by fire or other causes of loss to the event covered by property insurance obtained pursuant to item (C) (Builder's Risk), or other property insurance applicable to the Work, provided such waiver does not compromise coverage under such insurance coverage. The CITY or CONTRACTOR, as appropriate, shall require separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The required Builder's Risk policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

(C) In addition to the coverages required herein, the CONTRACTOR shall furnish and maintain all-risk builder's risk property insurance, satisfactory to the CITY, for the entire Work at the site to the full replacement cost of the completed project. This coverage shall name the CITY and the City of Fort Pierce as additional insureds, and must include the interests of the CONTRACTOR, subcontractors and sub-subcontractors in the Work, and must be procured from an insurer licensed to do business in the State of Florida with a Best's rating of "A+, A, or A-". The risk of loss shall remain with CONTRACTOR until the date of Final Completion. **Hard Cost of Builder's Risk insurance to be paid by CONTRACTOR and such cost is not subject to any CONTRACTOR's fee.**

## PERFORMANCE AND PAYMENT BONDS

(A) **BONDS REQUIRED: If the contract amount is in excess of \$50,000**, within fifteen days after receipt of the Contract, CONTRACTOR shall provide CITY with a Common Law Performance Bond and a Statutory Payment Bond meeting the standards specified herein, on the forms provided by the CITY, and attached hereto, with a Power of Attorney Affidavit, each in an amount not less than the Contract price.

(B) SURETY'S QUALIFICATIONS: All bonds required under this Contract, including, but not by way of limitation, any Bid Bond, Common Law Performance Bond or Statutory Payment Bond, shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety which holds a certificate of authority authorizing it to write surety bonds in Florida meeting the following requirements:

(1) Ratings by A.M. Best

Unless the contract amount is \$500,000 or less and the surety qualifies pursuant to paragraph (3) below, the surety company or corporation shall have the following minimum ratings by The A.M. Best Company:

<u>Contract Price</u>	<u>Best's Rating Classification</u>	<u>Financial Size Category</u>
From: \$ 00.00	No Bond	No Bond
To: \$ 50,000.00	Required	Required
From: \$ 50,000.01	No Minimum	No Minimum
To: \$ 100,000.01	Required	Required
From: \$ 100,000.01	No Minimum	No Minimum
To: \$ 500,000.00	Required	Required
From: \$ 500,000.01	A-or better	IV or larger
To: \$ 2,500,000.00		
From: \$ 2,500,000.01	A-or better	V or larger
Or more		

(2) Circular 570

Unless the contract amount is \$500,000 or less and the surety qualifies pursuant to paragraph (3) below, regardless of the size of the bond, in addition to meeting the requirements of paragraph (1) above, the surety shall also comply with the Circular 570 requirements as set forth in this paragraph (2). The surety shall maintain a current certificate of authority as an acceptable surety on Federal Bonds in accordance with U.S. Department of Treasury Circular 570, current revision. If the amount of the bond exceeds the underwriting limitations set forth in the Circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the Circular and the excess risk must be protected by co-insurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (3) CFR Section 223.10 - Section 223.111. Further the surety company shall provide the CITY with evidence satisfactory to the CITY, that such excess risk has been protected in an acceptable manner.

(3) Contract amount of \$500,000 or Less

Notwithstanding the foregoing paragraphs (1) and (2), in the event the Contract price does not exceed \$500,000, in accordance with Florida State Statutes, Section 287.0935, bonds with a surety company in compliance with the following requirements shall be acceptable:

- (a) The surety company is licensed to do business in the State of Florida;
- (b) The surety company holds a certificate of authority authorizing it to write surety bonds in Florida; The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the

- invitation to bid is issued;
- (c) The surety company is otherwise in compliance with the provisions of the Florida insurance Code; and
  - (d) The surety company holds a current valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. ss. 9304 to 9308.

In order to qualify as an acceptable surety company under this paragraph (3), an Affidavit for Surety Company shall be executed by an Officer of the surety bond insurer as evidence that a surety company is in compliance with the foregoing requirements.

- (4) **ADDITIONAL OR REPLACEMENT BOND:** It is further mutually agreed between the parties hereto that if, at any time, the CITY shall deem the surety or sureties upon any bond to be unsatisfactory, or if for any reason, such bond (because of increases in the work or otherwise) ceases to be adequate, the CONTRACTOR shall, at their expense within five (5) days after the receipt of notice from the CITY to do so, furnish an additional or replacement bond or bonds in such form, amount, and with such surety or sureties as shall be satisfactory to the CITY. In such event, no further payments to the CONTRACTOR shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the CITY.
- (5) **FLORIDA AGENT:** The surety company shall have a Florida agent whose name shall be listed in the prescribed space on the forms provided by the CITY for all bonds required by the CITY.

**Certificates of Insurance must be completed as follows:**

**Certificate Holder**

**City of Fort Pierce/Department of Urban Redevelopment  
Attn: Purchasing Department  
P.O. Box 1480  
Fort Pierce FL 34954-1480**

**Additional Insured on the Commercial General Liability**

**City of Fort Pierce/Department of Urban Redevelopment and their members, officials, officers and employees.**

## SECTION IV

### INSTRUCTIONS TO BIDDERS

#### 1. PURPOSE

The purpose of this bid is to solicit bids from qualified contractors to rehabilitate the property located at, **709 Easter Avenue, Fort Pierce, FL, 34950**, as a part of the State Housing Initiative Partnership (SHIP) Program.

#### 2. BID OPENING DATE

Bids are due on or before **3:00 PM, Thursday, July 16, 2015**. Three (3) copies of sealed bids (one original and two copies) shall be mailed or delivered to:

**Delivery Address:**  
City of Fort Pierce  
Purchasing Department  
100 North U.S. #1  
Fort Pierce, FL 34950

**Mailing Address:**  
City of Fort Pierce  
Purchasing Department  
P.O. Box 1480  
Fort Pierce, FL 34954-1480

Copies of the bid documents are available electronically from the Purchasing Department by e-mail request to [biddesk@city-ftpierce.com](mailto:biddesk@city-ftpierce.com) or on the web site of Demandstar.com ([www.demandstar.com](http://www.demandstar.com)) and Public Purchase ([www.publicpurchase.com](http://www.publicpurchase.com)).

Any bids received after the designated time and date listed above will be returned unopened.

#### 3. PERMITS AND LICENSES

- 3.1 Contractor shall obtain, pay for, and post on site all permits and licenses necessary to complete this project.
- 3.2 Contractor and subcontractors must have current licenses required by the State of Florida and the City of Fort Pierce.
- 3.3 All materials and methods of construction related to work performed on this project must comply with all appropriate specifications, code requirements, ordinances and laws of the City of Fort Pierce, the State of Florida, and the Federal Government, and contractor will permit reasonable inspection of all work by authorized inspectors.

#### 4. MANDATORY SITE VISIT

- 4.1 A **Mandatory Site-Visit** will be held from **10:00A.M., Friday, July 10, 2015, 709 Easter Avenue, Fort Pierce, FL 34950**. All interested bidders are **REQUIRED** and **MUST** sign in with Linda Whalen, Project Manager, in order for their bids to be considered. It is the responsibility of the Contractor to sign the

Mandatory Sign-In Sheet. **Anyone arriving after 10:15 A.M. will not be allowed to participate in the bid process.**

**4.2 No Contractor will be allowed on-site prior to the Mandatory Site Visit. No exceptions will be granted.**

**5. INQUIRIES/QUESTIONS**

**5.1** All inquiries will be in a written format and addressed to the Department of Urban Redevelopment with a copy to the Purchasing Department:

**TO**

Linda Whalen  
Director of Urban Redevelopment  
City of Fort Pierce  
P. O. Box 1480  
Fort Pierce, FL 34954-1480  
Fax: (772) 595-5068  
Email: [lwhalen@city-ftpierce.com](mailto:lwhalen@city-ftpierce.com)

**COPY**

Gelencia Carter  
Purchasing Manager  
City of Fort Pierce  
P.O. Box 1480  
Fort Pierce, FL 34954-1480  
Fax: (772) 467-3848  
Email: [biddesk@city-ftpierce.com](mailto:biddesk@city-ftpierce.com)

**6. CERTIFICATE OF INSURANCE AND BONDING REQUIREMENTS**

**CERTIFICATE OF INSURANCE**

In order to do business with the City of Fort Pierce, you must provide proof of insurance to include; general liability, workers compensation, and automobile insurance with bid submittal. If awarded, insurance must comply with the Required Limits of Insurance and include builder's risk as indicated in Section III of the specifications.

**BOND REQUIREMENTS**

Performance and Payment Bonds will be required of the successful bidder in the amount of 100% of the contract amount, **if the contract amount is in excess of \$50,000. Please see Section III Required Limits of Insurance, Performance and Payment Bonds.**

**7. EVALUATION CRITERIA**

**7.1** The lowest and most responsive bid. NOTE: If Contractor currently has (2) or more projects in progress, Department of Urban Redevelopment staff has the discretion to award bid to the next lowest bidder.

**7.2** Contractor must be in good standing with the City of Fort Pierce Department of Urban Redevelopment.

**7.3** If the project is deemed to have historical value or is listed on the local or national register, Department of Urban Redevelopment staff will give significant consideration to contractors having previous experience with the Historical Preservation Projects.

- 7.4 Contractor must be able to complete work within 90 days from issuance of building permit. An extension must be approved 14 days prior to 90 days, not to exceed an additional 30 days (maximum of 120 days).
- 7.5 Bid packet must be **COMPLETE** and in order to be awarded a project. Please make sure all information is completed on the Bid Form. Bid will be considered incomplete if this information is not provided.
- 7.6 A Form for *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion* has been included in the Bid Package and must be filled out by the Contractor and return with the Bid. A similar form for each subcontractor must be filled out and this form will be provided when the contract is awarded.
- 7.7 All bids shall remain open for sixty (60) days, not subject to revocation, and shall be subject to the City's acceptance.

8. **BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE)**

Provide a valid Business Tax Receipt (Occupational License) from your jurisdiction with your bid submittal.

9. **W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM**

The Bidders will be required to return a completed W-9 Taxpayer Identification Form with the Bid Response Form.

10. **REFERENCE CHECK FORM**

Please provide a detailed list of reference showing your expertise and experience in providing the services requested. A minimum of three (3) references are required for this bid. Please complete the three Reference Check forms (pages 25-27) and submit with bid package. References should include project description, contact names, addresses, phone, and email.

11. **MINORITY PARTICIPATION AND OUTREACH PROGRAM**

Describe your firm's program and/or policies in regard to minority and non-discrimination, including the firm's history of Minority and Women Owned Business Enterprise (M/WBE) participation. Include a strategy for promoting minority participation in this project and a realistic goal for participation. List references of Owners, M/WBE firms or consultants who can speak to your firm's utilization of M/WBE on previous projects.

## SECTION V

### STATEMENT OF WORK

#### 1. SCOPE OF WORK

This project should be bid according to the housing rehabilitation specifications set forth below. Project bid must be all inclusive. The project consists of exterior renovations and HVAC replacement as follows:

#### EXTERIOR

- **Unsafe Issue/ Emergency Roof Repair:** Replace DWV under building & sewer main to street.
- **Roof:** Remove/replace 250 square foot **carport roof only** (Torch-down and replace rotten wood)
- **Shutters:** Install panel shutters on twenty (20) openings (Storm Panels)
- **Paint exterior:** Paint exterior of house
- **Doors:** Remove and replace one (1) door (FBC approved)
- **Gutter System:** Install approximately 211 feet of aluminum gutter with splash pads and leaders.
- **HVAC:** Remove/Replace existing A/C System (Calculations required for sizing)
- **Hand Rail:** Install steel hand rail at main entrance flight of stairs.

#### PLEASE NOTE:

- **Shutters and roof work require separate permits**
- **The homeowner is responsible for boxing up and protecting any breakables. Owner is to supply and is also responsible for needed utilities to complete rehab.**

# **SECTION VI FORM**



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## Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

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### Contractor Covered Transactions

- (1) The prospective contractor of the Recipient, \_\_\_\_\_,  
(Contractor's Name)  
certifies by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.
- (2) Where the Recipient's contractor's is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

_____ (Contractor's Name)	City of Fort Pierce (Recipient's Name)
_____ (Authorized Signature)	Date: _____
_____ (Print Name)	
_____ (Title)	Division Contract Number
_____ (Street and Address)	
_____ (City, State, Zip)	

**DRUG-FREE WORK PLACE FORM**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified 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 violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's 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 proposed 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 contendere to, any violation of Chapter 893 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.

\_\_\_\_\_  
*Proposer's Signature*

\_\_\_\_\_  
*Date*

**Request for Taxpayer  
Identification Number and Certification**

Give form to the  
requester. Do not  
send to the IRS.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box:  Individual/Sole proprietor  Corporation  Partnership  
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....  Exempt payee  
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.) Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

OR

Employer identification number

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** Signature of U.S. person ▶

Date ▶

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



# BID RESPONSE FORM



<b>BID ITEM</b>	<b>HOUSING REHABILITATION PROJECT FOR 709 EASTER AVENUE</b>		
<b>BID NUMBER</b>	<b>2015-044</b>	<b>DUE DATE &amp; TIME</b>	<b>3:00PM, Thursday, July 16, 2015</b>

The offerer agrees to furnish the following items or services to the City of Fort Pierce at the place specified, in accordance with specifications herein at the prices quoted below:

ITEM DESCRIPTION	TOTAL
Unsafe Issue/Emergency Repair	\$
Roof	\$
Shutters	\$
Paint Exterior	\$
Doors	\$
Gutter System	\$
HVAC	\$
Hand Rail	\$
<i>Total</i>	\$

The Bidder hereby acknowledges receipt of the following addenda:

ADDENDUM NO.	ADDENDUM DATE

Vendor \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Email Address \_\_\_\_\_

Typed Name, Title, \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Telephone # \_\_\_\_\_ Fax # \_\_\_\_\_

(\*Please include Remit to address if different than address stated above)

Remit To: \_\_\_\_\_

Check block below for applicable minority indicator:

- Asian Indian   
  Black   
  Asian Pacific   
  Hispanic   
  Native American   
  Small Business   
  Women Owned   
  Small Disadvantage Business



**REFERENCE CHECK FORM**

Bid No: <u>2015-044</u>	Title: <u>Housing Rehabilitation Project for 709 Easter Avenue</u>
Bidder/Respondent Name: _____	
Reference Company Name: _____	
Telephone Number: _____	Fax Number: _____
Contact Name: _____	Email: _____

Reference Instructions: Submit a minimum of three (3) References. Fill out top portion only one per Reference. The City of Fort Pierce will send forms to the referenced company after the City's receipt of form in the Bid.

The above company submitted a proposal to general contracting services to the City of Fort Pierce. He/she listed you as a reference. Please complete the questions below and fax back to (772) 467-3848.

- When did this company work for you? From: \_\_\_\_\_ To: \_\_\_\_\_
- How would you describe the Contractor:

**Quality of Work:** \_\_\_\_\_

**Dependability:** \_\_\_\_\_

**Integrity of owner and employees:** \_\_\_\_\_

**What areas could he/she improve upon?** \_\_\_\_\_

Would you contract with this Contractor again? Yes  No  Maybe

- On a scale of 1 to 5, how would you rate his/her work in general? 1  2  3  4  5

- Add any information/comments that might help us evaluate their ability to perform for us?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**REFERENCE CHECK FORM**

Bid No: <u>2015-044</u>	Title: <u>Housing Rehabilitation Project for 709 Easter Avenue</u>
Bidder/Respondent Name: _____	
Reference Company Name: _____	
Telephone Number: _____	Fax Number: _____
Contact Name: _____	Email: _____

Reference Instructions: Submit a minimum of three (3) References. Fill out top portion only one per Reference. The City of Fort Pierce will send forms to the referenced company after the City's receipt of form in the Bid.

The above company submitted a proposal to general contracting services to the City of Fort Pierce. He/she listed you as a reference. Please complete the questions below and fax back to (772) 467-3848.

• When did this company work for you? From: \_\_\_\_\_ To: \_\_\_\_\_

• How would you describe the Contractor:

**Quality of Work:** \_\_\_\_\_

**Dependability:** \_\_\_\_\_

**Integrity of owner and employees:** \_\_\_\_\_

**What areas could he/she improve upon?** \_\_\_\_\_

Would you contract with this Contractor again? Yes  No  Maybe

• On a scale of 1 to 5, how would you rate his/her work in general? 1  2  3  4  5

• Add any information/comments that might help us evaluate their ability to perform for us?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## REFERENCE CHECK FORM

Bid No: 2015-044 Title: Housing Rehabilitation Project for 709 Easter Avenue  
Bidder/Respondent Name: \_\_\_\_\_  
Reference Company Name: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Reference Instructions: Submit a minimum of three (3) References. Fill out top portion only one per Reference. The City of Fort Pierce will send forms to the referenced company after the City's receipt of form in the Bid.

The above company submitted a proposal to general contracting services to the City of Fort Pierce. He/she listed you as a reference. Please complete the questions below and fax back to (772) 467-3848.

- When did this company work for you? From: \_\_\_\_\_ To: \_\_\_\_\_
- How would you describe the Contractor:

**Quality of Work:** \_\_\_\_\_

**Dependability:** \_\_\_\_\_

**Integrity of owner and employees:** \_\_\_\_\_

**What areas could he/she improve upon?** \_\_\_\_\_

Would you contract with this Contractor again? Yes  No  Maybe

- On a scale of 1 to 5, how would you rate his/her work in general? 1  2  3  4  5

- Add any information/comments that might help us evaluate their ability to perform for us?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## CITY OF FORT PIERCE BIDDER'S CHECKLIST

This checklist is provided to assist each Bidder in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Bidder to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

**Check “Yes” or “No” to each of the following:**

	YES	NO
Is Invitation to Bid cover page (page 1) completed, signed and attached?	_____	_____
Is Bid Response Form completed, signed and attached?	_____	_____
Is W-9 Form completed, signed and attached?	_____	_____
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	_____	_____
Include proof of proper licensing as stated in bid documents.	_____	_____
Include proof of proper insurance as stated in bid documents.	_____	_____
Bid envelope is marked accordingly.	_____	_____
Is Drug-Free Work Place form signed and enclosed?	_____	_____
Is Debarment form signed and enclosed?	_____	_____
Are three (3) complete bid packages included (one original and two copies)?	_____	_____
Is each Bid Addendum (when issued) signed and included?	_____	_____

**PLEASE SIGN AND RETURN WITH BID \_\_\_\_\_**