

<p><b>DELIVER TO:</b>  City of Fort Pierce  100 North U.S. #1  Fort Pierce, FL 34950</p> <p><b>MAIL TO:</b>  City of Fort Pierce Procurement Dept.  P.O. Box 1480  Fort Pierce, FL 34954-1480</p>	<p><b>REQUEST  FOR  PROPOSALS  and  PROPOSER  ACKNOWLEDGMENT</b></p>
<p>Contact: <b>Gelencia Carter, 772-467-3748</b></p>	<p>RFP No: <b>2016-012</b></p>
<p>Mandatory Pre-Bid Conference Date:  N/A</p>	<p>RFP Title: <b>REAL ESTATE  BROKER SERVICES</b></p>
<p>Mandatory Pre-Bid Location:  N/A</p>	<p>RFP Opening Location:  City of Ft. Pierce Procurement Dept.  100 North U.S. #1, 1st Floor  Ft. Pierce, Florida 34950</p>
<p>RFP Due Date &amp; Time:  <b>3:00 PM, TUESDAY, JANUARY 12, 2016</b></p>	<p>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.</p>
<p>Proposer Name:  -----  Mailing Address:  -----  -----  -----  -----</p>	<p><i>I hereby certify that this proposal 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 proposal for the proposer.</i></p> <p>X _____  Authorized Signature (Manual)</p>
<p>City, State, Zip Code:</p>	<p>Typed or Printed Name:</p>
<p>Type of Entity (Circle One):  Corporation Partnership Proprietorship</p>	<p>Title:</p>
<p>Incorporated in the State of:      Year:</p>	<p>Delivery in _____ days, ARO</p>
<p>Phone Number:</p>	<p>Payment Terms: Net 30 Days</p>
<p>Fax Number:</p>	<p>FEIN or SS Number:</p>
<p>E-Mail Address:</p>	<p>Local Business: __Y __N    MWBE: __Y __N</p>
<p>Bid Security is attached, when required, in the amount of \$ _____  <b>F.O.B. DESTINATION</b></p>	<p>If returning as a "No Bid" state reason:</p>
<p><b>THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID</b></p>	

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## SECTION I

### GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR PROPOSERS

#### 1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and proposal forms. All proposal sheets and attachments must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE (CLEARLY MARK PROPOSAL AS "ORIGINAL" AND REQUESTED NUMBER OF COPIES AS "COPY" ON EACH SET ENCLOSED).** The face to the envelope shall contain Proposer's name, return address, the date and time of proposal opening, the proposal number and title. Proposals not submitted on the enclosed Proposal Form shall be rejected. By submitting a Proposal, the Proposer agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Proposers shall submit six (6) complete sets (one [1] original and five [5] copies) of their proposal complete with all supporting documentation. **SUBMITTAL OF A PROPOSAL IN RESPONSE TO REQUEST FOR PROPOSAL CONSTITUTES AN OFFER BY THE PROPOSER.** Proposals, 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 proposers of all changes in scheduled due dates by written addendum.

#### 3. EXECUTION OF PROPOSAL

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

#### 4. NO BID

If not submitting a proposal, respond by returning only the Proposer acknowledgment form, marking it "No Bid," and give the reason in the space provided.

#### 5. PROPOSAL OPENING

Shall be public, at the address, date, and time specified on the proposer Acknowledgment form. The proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals delivered after the time specified be considered; such proposals 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 proposal. It is the Proposers sole responsibility to assure that his/her proposal is complete and delivered at the proper time and place of the proposal opening. Proposals, which for any reason are not so delivered, will not be considered. Offers by facsimile, telegram, or telephone are not acceptable. A proposal may NOT be altered by the Proposer after opening of the proposals. Proposal tabulations will be furnished on the web site: <http://www.purchasing.ci.fort-pierce.fl.us>.

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 Director of Administrative Services will provide an exemption certificate to the awarded Proposer. Vendors or Brokers doing business with the City shall not be exempt from paying sales tax to their suppliers for materials to fulfill Agreemental 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 Agreements for the City.

7. **DISCOUNTS**

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

8. **MISTAKES**

- a. Proposers are expected to examine the specifications, delivery schedule, proposal prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT PROPOSER'S RISK.** In the event of extension error(s), the unit price will prevail and the Proposer'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 Proposer's total offer will be corrected accordingly. Proposals having erasures or corrections must be initialed in ink by the Proposer.

9. **INVOICING AND PAYMENT**

Payment for any and all invoice(s) that may arise as a result of a Agreement or purchase order issued pursuant to this proposal 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 Agreement or purchase order document, and to be submitted to the Engineering 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 Agreement or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; proposal 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 Agreement or purchase order document.
- c. The invoice shall contain the Proposer'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 Agreement 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 Agreement or purchase order document. Delivery shall be to the location specified in the proposal specifications.

11. **ADDITIONAL TERMS AND CONDITIONS**

No additional terms and conditions included with the proposal 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 proposal 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 Proposal Documents are the only conditions applicable to this proposal and the Proposer's authorized signature on the Proposal Form attests to this.

12. **INTERPRETATION**

All Proposers shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Proposals; failure to do so, on the part of the proposer, will constitute an acceptance by the Proposer of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Proposal Documents shall be requested in writing, and received by the City at least seven (7) days prior to the Proposal 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 proposal. Therefore, oral statements given before the proposal opening will not be binding. Any interpretation of or changes to the proposal will be made in the form of a written Addendum to the proposal and will be furnished to all Proposers. Receipt of all addenda shall be acknowledged by the Proposers by signing and enclosing said addenda with their proposal.

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 Proposers who requested a proposal directly from the City Purchasing Department. All proposers should contact the City at least seven (7) calendar days before the proposal opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the proposal as unresponsive. The City shall not be responsible for providing said addendum to proposers who receive proposal packages from other sources.

13. **ADDENDUM**

Should revisions to the Proposal Documents become necessary, the City will provide a written addendum to all proposers who received a proposal package from the City's Purchasing Department. Proposers who obtain Proposal 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 Proposer may cause your proposal to be rejected as non-responsive if you have failed to submit a proposal without an addendum acknowledgment for the most current addendum.

Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Proposer'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 proposal as acknowledgment of addendum.

14. **DISPUTES**

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

15. **CONFLICT OF INTEREST**

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

16. **LEGAL REQUIREMENTS**

Proposers are required to comply with all provisions of Federal, State, City and local laws and ordinances, rules and regulations, that are applicable to the items being proposal. Lack of knowledge by the proposer 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 proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or Agreemental services, a proposal 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 Agreementing and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any Agreement 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 proposals, or waive any minor irregularity or technicality in proposals received, and may, at its sole discretion, request a rebid. Proposers are cautioned to make no assumption until the City has entered into a Agreement or issued a purchase order.

21. **EEO STATEMENT**

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

22. **AGREEMENTUAL AGREEMENT**

The terms, conditions, and provisions in this Request for Proposal shall be included and incorporated in any final Agreement or purchase order. The order of precedence will be Proposal Document and response, purchase order or Agreement, and general law. Any and all legal action necessary to enforce a Agreement 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 proposal prior to their delivery, it shall be the responsibility of the Proposer 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 Agreement or purchase order at no further expense to the City.

24. **PATENTS AND ROYALTIES**

The Proposer, 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 Proposer. Further, if such claim is made, or is pending, the Proposer 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 Proposer and receive reimbursement. If the Proposer used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the proposal 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 proposal, Proposer 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 Agreement issued pursuant to this Invitation to Proposal 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**

Proposer certifies that all material, equipment, etc., contained in his/her proposal meets all applicable O.S.H.A. requirements. Proposer further certifies that, if he/she is the successful Proposer, 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 Proposer.

28. **FACILITIES**

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

29. **REPRESENTATION**

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

30. **DISQUALIFICATION OF PROPOSER**

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposers Proposals 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 proposal 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 Proposer 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 Proposer(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 Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing Agreement.

33. **PUBLIC RECORDS**

Upon award recommendation or ten days after opening, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the Proposal, 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. **PROPOSAL 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 Proposal. Proposers should prepare their proposals 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

#### 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 City 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 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; and
- 1.3 Is the principal offeror who is a single offeror; a business which is the prime Broker and not a subBroker; 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 Agreement 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 Agreement 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 BROKERS** for construction projects that use a minimum of 60% up to 75% of the dollar value of the project for local sub-Brokers and material suppliers would qualify as a “local” Broker.
- 5.2 **OPTION 2: NON-LOCAL BROKERS** ~ 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 City, would qualify as a “local” Broker.
- 5.3 **Preference for RFP (request for proposals)** – In purchasing of, or letting of Agreements for procurement of, personal property, materials, Agreemental 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 City)	20
Satellite office in four counties (Martin, Okeechobee, Indian River, St. Lucie City)	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 Agreement 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 City 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 Agreements.

## SECTION III

### INSURANCE REQUIREMENTS

Broker 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.

#### **Evidence of Insurance**

Broker shall, at its own expense, procure and maintain throughout the term of this Contract, with insurers acceptable to the City, the types and amounts of insurance conforming to the minimum requirements set forth herein. Broker 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 additional documentation and evidence of insurance as, in its sole discretion, it may require and the Broker hereby agrees to provide same.

With respect to the Workers' Compensation/Employer's Liability Insurance, Professional Liability Insurance and Business Auto Liability Insurance, an appropriate Certificate of Insurance, signed by an authorized representative of the insurer(s) shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, an appropriate Certificate of Insurance signed by an authorized representative of the insurer, and copies of the actual additional insured endorsements as issued on the policy(ies), shall be satisfactory evidence of such insurance.

To the extent Broker is permitted to and elects to sub-contract any of the work performed under this Agreement, Broker shall require Subcontractors to maintain any and all insurance required by law. Except to the extent required by law, or as otherwise specifically provided by this Agreement, this Agreement does not establish minimum insurance requirements for Subcontractors. Such insurance required of Subcontractors shall be at the sole discretion of Broker.

If the insurance policies expire or terminate during the term of this Agreement, Broker shall provide City with renewal or replacement evidence of the insurance, including endorsements, no less than five (5) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to City, if requested by City, Broker shall, within thirty (30) days after receipt of a written request from City, provide City with a certified copy or certified copies of the policy or policies providing the coverage required by this Agreement. Broker may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required by this Agreement.

**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.

The policy must be endorsed to waive the insurer’s right to subrogate against City, and its 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, and its officials, officers and employees scheduled thereon or a blanket endorsement providing the waiver in the same manner as outlined in the Advisory Form WC 00 03 13.

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	“Statutory”	
Part Two:	\$500,000	Each Accident
	\$500,000	Disease - Policy Limit
	\$500,000	Disease - Each Employee

**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), and acceptable to the City.

City and its 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 – Owners, Lessees, or Contractor).

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

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

**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), including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Work.

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

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
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### **Professional Liability Insurance**

Such insurance shall be on a form acceptable to the City and shall cover the Broker and all Subcontractors for those sources of liability arising out of the rendering or failure to render professional services in the performance of the work. If coverage is on an occurrence basis, the coverage must be maintained, for at least three years after completion of all work required under the Agreement, for liability resulting from the rendering or failure to render professional services in the performance of the work under this Agreement. If on a claims-made basis, the retroactive date must be no later than the inception of services under this Agreement, and the coverage must respond to all claims which are made, within at least three years after completion of all work required under this Agreement, for liability resulting from the rendering or failure to render professional services in the performance of the work under this Agreement.

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

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

### **General Conditions**

The insurance provided by the Broker shall apply on a primary basis to and shall not require contribution from, any other insurance or self-insurance maintained by City or City's members, officials, officers or employees. Any insurance, or self-insurance, maintained by the City shall be in excess of, and shall not contribute with, the insurance provided by Broker.

To the extent any required insurance is subject to any deductible or self-insured retention (whether with or without approval of City), Broker shall be responsible for paying on behalf of City (and any other person or organization Broker has, in this Agreement, agreed to include as an insured for the required insurance) any such deductible or self-insured retention.

Compliance with these insurance requirements shall not limit the liability of Broker, its subcontractors, sub-subcontractors, employees or agents. Any remedy provided to the City or City's members, officials, officers or employees by the insurance provided by Broker 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 Broker) available to the City under this Contract or otherwise.

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

Broker shall deliver to City the required certificate(s) of insurance before City signs this Agreement.

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

**Certificate Holder**

**City of Fort Pierce  
Procurement Department  
100 North U.S. #1  
Fort Pierce, FL 34950**

**Additional Insured for Commercial General Liability and Automobile Liability shall be:**

**Additional Insured**

**City of Fort Pierce and its board members, officials, officers and employees.**

## SECTION IV

### INSTRUCTIONS TO PROPOSERS

#### 1. PURPOSE

The City of Fort Pierce, Florida solicits proposals from qualified and experienced real estate brokers or firms, licensed by the State of Florida, specializing in commercial real estate to provide brokerage, marketing, advisory and other associated services for the sale or lease of the Property owned by the City and the Fort Pierce Redevelopment Agency. The Broker is expected to have a national and global reach in order to effectively market the Property so that the Property can be sold to an optimal buyer. It is the City's intent to award Agreements to up to three (3) brokers.

#### 2. COMPETITION INTENDED

It is the City's intent that this Request for Proposal (RFP) permit competition. It shall be the offeror's responsibility to advise the Purchasing Manager in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Manager not later than fifteen (15) days prior to the date set for acceptance of proposals.

#### 3. PROPOSAL OPENING

- 3.1 Proposals are due on or before **3:00 PM, Tuesday, January 12, 2016**. Six (6) copies (one original and five copies) and one electronic (PDF) on a USB Flash Drive of sealed proposals DO NOT USE RINGED BINDERS OF ANY KIND. All copies will be on 8 ½" x 11" plain, white paper, typed or printed, and signed by the Proposer's contractually binding authority and shall be mailed or delivered to:

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

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

Copies of the proposal documents are available electronically from the Procurement Department by e-mail request to [biddesk@city-ftpierce.com](mailto:biddesk@city-ftpierce.com) on the web site of City of Fort Pierce ([www.cityoffortpierce.com](http://www.cityoffortpierce.com)) and Demandstar.com ([www.demandstar.com](http://www.demandstar.com)) .

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

- 3.2 All proposals and qualifications will be publicly opened at the time and place specified. In accordance with Section 2-63(2)d of the City of Fort Pierce Code,

offeror or the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. **The register of proposals shall be open for public [viewing] only after Agreement award.**

#### 4. INQUIRIES/QUESTIONS

- 4.1 All inquiries will be in a written format and addressed to City of Fort Pierce Deputy City Manager with a copy to the Purchasing Manager:

**TO**

City of Fort Pierce  
Rebecca Grohall  
Planning Manager  
P. O. Box 1480  
Fort Pierce, FL 34954-1480  
Fax: (772) 460-6847  
Email: [rgrohall@city-ftpierce.com](mailto:rgrohall@city-ftpierce.com)

**COPY**

City of Fort Pierce  
Gelencia Carter  
Purchasing Manager  
P.O. Box 1480  
Fort Pierce, FL 34954-1480  
Fax: (772) 595-9948  
Email: [biddesk@city-ftpierce.com](mailto:biddesk@city-ftpierce.com)

- 4.2 No inquiries will be received after **January 7, 2016**

- 4.3 The City prohibits communications initiated by a Proposer to **any** City Official or employee (**including but not limited to the Mayor and other members of City Commission**), prior to the time an award decision has been made.

#### 5. 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.

#### 6. 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 proposal submittal. If awarded, insurance must comply with the Required Limits of Insurance as indicated in Section III of the this document.

#### 7. BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE)

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

## 8. REFERENCES

All offerors shall include with their proposals, a list of at least three (3) current references for whom comparable work has been performed. This list shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed. Failure to include references may be cause for rejection of proposal as non-responsive. Offeror hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.

## 9. PURCHASING CARD PROGRAM

**9.1** The City has implemented a **Purchasing Card Program**. The selected Proposers(s) can take advantage of this program and in consideration receive payment within several days, instead of the City's policy of Net 30 Days After Receipt of Invoice (ARI). **Any percentage off the bid price for the acceptance of Visa will be considered in the bid award.** If no such percentage is given, the City shall assume 0% discount applies.

**9.2** Proposers are requested to state on the Bid Response Form, if they will honor the VISA Purchasing Card. In the event of failure on the part of the Proposer to make this statement, the City shall assume the purchase or Agreement price shall be governed by the Net 30 ARI (after receipt of invoice).

## SECTION V

### STATEMENT OF WORK

#### 1.0 OFFEROR'S QUALIFICATIONS

Offerors must demonstrate that they have the resources and capability to provide the materials and services as described herein. *All offerors shall submit documentation with their proposal indicating compliance with the qualifications. Failure to include any of the required documentation may be cause for proposal to be deemed non-responsive and rejected.* The following criteria shall be met in order to be eligible for this Agreement:

Respondents to this RFP shall have the following qualifications:

- Must be licensed and in good standing with the Florida Real Estate Commission
- Must have an excellent reputation in the real estate community
- Must be knowledgeable of the local real estate market and have experience with the sale and lease of commercial properties
- Must be knowledgeable in the use of all public real estate records
- The lead broker assigned to the sale of the Property shall have a minimum of three (3) years of experience and a proven track record in providing commercial real estate brokerage services for the Proposer's past and current clients.

#### 2.0 GENERAL REQUIREMENTS

**2.1 Request for Proposal** - All requirements contained in the RFP are hereby incorporated in these specifications.

**2.2 Cost of Preparation of Proposal** - The City will not be responsible for any costs of any kind incurred by any Proposer in the preparation of his/her proposal.

**2.2.1** All work compensated for under the Contract with the successful Broker, including partial payments, shall become the property of the City of Port St. Lucie without restrictions or limitations.

**2.3 Examination of Contract Documents** - Proposers shall thoroughly examine these specifications and all other documents or other services referred to herein and conduct such investigations and visits as may be necessary to thoroughly inform themselves regarding existing plant, facility, personnel and other conditions relative to compliance with this specification. No plea of ignorance by the Proposer of conditions that exist or may hereafter exist, as a result of failure or omission on the part of the Proposer to make said investigations and visits, and/or failure to fulfill in every detail the requirements of this specification and documents promulgated therein, will be accepted as a basis for varying the requirements of the City or the compensation of the selected Proposer.

**2.4 Award of Contract** - The award of the Contract, if it is awarded, will be to the most responsive, responsible Proposer(s) whose qualifications indicate that the award will be to the Broker who is able to provide real estate services to market

and sell the Property in the best interests and value of the City, and whose proposal shall comply with the requirements of the Proposal Specifications. No award will be made until all necessary investigations have been made into the responsibility of the Proposer and the City is satisfied that the Proposer is qualified to do the work.

**2.4.1 Payment for Services** – Selected Broker will be paid strictly on commission basis based upon an amount agreed upon by the City and as proposed by the selected Broker. The selected Broker will only be entitled to receive payment for services at the time of the closing of the sale of the Property. No additional reimbursable will be paid by the City. All marketing costs, including but not limited to any and all labor, materials, advertising costs, postage, handling, transportation, travel, lodging, equipment, supplies and incidentals to perform as the Broker, shall be the sole responsibility of the selected individual broker or brokerage firm.

**2.4.2 Best and Final Offer** - The City reserves the right to request Best and Final Offers from any or all firms at any time after receipt of the proposals. The City reserves the right to negotiate any item of the submittals with any or all firms any time after receipt of the proposals.

**2.4.3 Default** - If the selected Proposer to whom a contract is awarded does not execute the contract and furnish the required insurance and other required documentation within **ten (10) calendar days** of the date of Notice of Award, the Proposer may be considered in default and, at the City's discretion, the City shall have the right to award the contract to an alternative Proposer.

**2.5 Variances to Specifications** - Proposers must indicate any variances to the Specifications. If variations and/or alternates are not stated in Proposer's reply, it shall be construed that the proposal fully conforms to the specifications.

### **3.0 SCOPE OF SERVICES**

It is the intent of this RFP to have the successful Broker enter into a Contract for professional services with the City to supply real estate services as outlined herein. The Broker will be paid strictly on commission basis and will be expected to work closely with the City Manager, his designees, and City staff. The prospective buyer or lessee of the Property will be required to enter into a Purchase and Sale Agreement to be drafted by the City. The City will select the Broker that best meets the selection criteria and demonstrates the capability to provide and perform quality work to achieve the City's objectives. The respondents to this RFP must be knowledgeable of the local real estate market and should have experience in the sale and leasing of similar properties, and have the ability to market to prospective buyers on a national and global level. All marketing costs shall be the sole responsibility of the Broker that is awarded.

The professional services required by the City in connection with this RFP covers the entire spectrum of those services customarily provided by commercial real estate brokers and/or firms. Such professional real estate services that may be required to be provided to the City include but are not limited to the following:

- Competitive Market Analysis (CMAs)
- Conduct lease/rent market study
- Advertising Plan(s)
- Promotion Venues
- Develop sale and/or lease strategies
- Develop and distribute marketing materials to potential buyers and report results to the City on an agreed upon frequency
- Participate in site tours and/or other events concerning a showing of the Property
- Analyze offers from potential buyers
- Presentations at public, City Council meetings may be required
- Recommendation or repair, inspection or maintenance issues that are critical to the ability to lease the property
- Showing of properties
- Closing documents
- Developing strategies for sale of properties
- Negotiating with buyers on behalf of the City
- Coordinating real estate transaction during closing
- Property Listing and Sales Services
- Title work
- Conduct background checks, credit and reference checks on any tenants
- All other customary activities and services associated with real estate transactions

The issuance of this RFP and receipt of proposals does not commit the City to award a contract. The City reserves the right to postpone the Proposal Due Date and Time, accept or reject any or all proposals received in response to this RFP, or to negotiate with any of the brokers/firms submitting a proposal, waive any informality or defect in any proposal, or to cancel all or part of this RFP if it is in the best interests of the City. The City also reserves the right to utilize the services of other brokers or firms for the sale or lease of the Property. All proposals, plans and other documents submitted shall become the property of the City and are considered public information subject to review under Florida's public records law. In addition, the selected Broker shall be expected to be familiar with and adhere to not only any applicable City Code, which can be viewed on the City's website at [www.cityoffortpierce.com](http://www.cityoffortpierce.com), but also any other laws, rules, or regulations governing the sale of the Property owned by the City.

**NOTE: The City may not accept proposals from firms, that have had adversarial relationships with the City or firms that have represented entities that have had adversarial relationships with the City. This includes the firm, employees and financial or legal interests.**

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein.

3.1 The Broker shall:

- 3.1.1 Assist the City with the purchase and sale of property within the City, and other programs as necessary.
- 3.1.2 Be responsible for writing standard real estate Agreements using the Florida Association of Realtors (FAR) regional Sales Agreement and its

accompanying documents, various banks addendums and the City addendum, if applicable.

- 3.1.3 Represent the City when the City purchases property. The Broker shall be paid by the seller through the listing agreement.
- 3.1.4 Represent the buyer when the City sells a property. The Broker shall be paid by the City to represent the buyer and the City shall use other counsel for the transaction. The buyer is not required to use the City's Broker if the buyer has his/her own representation.
- 3.1.5 Be responsible for communicating the current market conditions to the City representative(s) by preparing a Broker's Price Opinion (BPO) on potential purchases. Coordinate details of all ratified real estate Agreements to ensure that Agreement requirements are met in accordance with the Agreement timelines. These items include but are not limited to: appraisal, home inspections, other inspections, order title work, order survey, schedule settlement, and coordinate all Agreement post ratification addendums with other parties involved in the transaction. (Please note that the City already holds Agreements for appraisal, title and banking services and use of these Agreements is required.)
- 3.1.6 Accompany City representatives and/or purchasers at real estate settlements when necessary.
- 3.1.7 Provide purchasers of City owned property with representation.
- 3.1.8 Coordinate with the title company to ensure that all parties have submitted necessary documentation to settlement within the Agreement timelines and/or deadlines.
- 3.1.9 Be available within a reasonable amount of time to show properties to the City and/or purchasers who are qualified and participate in the City-sponsored program.
- 3.1.10 Participate in and document negotiation and acquisition activities which may include, but are not limited to, phone calls, individual meetings, multiple-party meetings, settlement agreements, counter proposals, objections to any matters of record or issues presented, justifications contradictory to or in support of any issues, legal proceedings and/or matters of title to property.
- 3.1.11 Designate up to two (2) agents within the office to be assigned to the City in performing the services under this Agreement.

## **RESPONSES**

Proposers are requested to submit the following information:

**VERY IMPORTANT: All respondents shall submit their proposals in this same order.**

- a) Completed Questionnaire
- b) Copies of Current Licenses & Current Insurance certificates
- c) Copies of certifications of Training

d) W-9 form

#### 4.0 AGREEMENT TERMS AND CONDITIONS

The Agreement with the successful offeror will contain the following Agreement Terms and Conditions. **Offerors intending to require additional or different language must include such language with their proposal. Failure to provide offeror's additional Agreement terms may result in rejection of the proposal.**

##### 4.1 Procedures

The extent and character of the services to be performed by the Broker shall be subject to the general control and approval of the Deputy City Manager/Director, Fort Pierce Redevelopment Agency or the authorized representative(s). The Broker shall not comply with requests and/or orders issued by other than the Deputy City Manager/Director, Fort Pierce Redevelopment Agency or the authorized representative(s) acting within their authority for the City. Any change to the Agreement must be approved in writing by the Purchasing Manager and the Broker.

##### 4.2 Agreement Period

The Agreement shall cover the period from one (1) year, or an equivalent period depending upon date of Agreement award.

This Agreement may be renewed at the expiration of the initial term at the request of the City. The renewal may be for up to three additional one year periods. Any renewal shall be based on the same prices, terms and conditions as the initial term unless otherwise agreed to by the City.

Notice of intent to renew will be given to the Broker in writing, normally ninety (90) days before the expiration date of the current term.

##### 4.3 Delays

If delay is foreseen, the Broker shall give immediate written notice to the Division of Procurement. The Broker must keep the City advised at all times of the status of the order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the Division of Procurement to purchase supplies elsewhere and charge full increase in cost and handling to defaulting Broker.

##### 4.4 Delivery Failures

Time is of the essence. Should the Broker fail to deliver the proper services or item(s) at the time and place(s) specified, or within a reasonable period of time thereafter as determined by the Purchasing Agent, or should the Broker fail to make a timely replacement of rejected items when so requested, the City may purchase services or items of comparable quality in the open market to replace the rejected or undelivered services or items. The Broker shall reimburse the City for all costs in excess of the Agreement price when purchases are made in the open market; or, in the event that there is a balance the City owes to the Broker from prior transactions, an amount equal to the additional expense incurred by the City as a result of the Brokers nonperformance shall be deducted from the balance as payment.

#### 4.5 Material Safety Data Sheets

By law, the City of Fort Pierce will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Safety Data Sheet (MSDS) when received. This MSDS will be reviewed by the City, and if approved, the materials, product or chemical can be used. If the MSDS is rejected, the Broker must identify a substitute that will meet the City's criteria for approval.

#### 4.6 Business, Professional, and Occupational License Requirement

All firms or individuals located or doing business in City of Fort Pierce are required to be licensed in accordance with the City's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance during the initial term of the Agreement or any renewal period.

Wholesale and retail merchants without a business location in City of Fort Pierce are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, telephone (772) 429-2900

#### 4.7 Payment of Taxes

All Brokers located or owning property in City of Fort Pierce shall assure that all real and personal property taxes are paid.

The City will verify payment of all real and personal property taxes by the Broker prior to the award of any Agreement or Agreement renewal.

#### 4.8 Hold Harmless Clause

The Broker shall, indemnify, defend, and hold harmless the City from loss from all suits, actions, or claims of any kind brought as a consequence of any negligent act or omission by the Broker. The Broker agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "City" and "Broker" includes their employees, officials, agents, and representatives. "Broker" also includes subcontractors and suppliers to the Broker. The word "defend" means to provide legal counsel for the City or to reimburse the City for its attorneys' fees and costs related to the claim. This section shall survive the Agreement.

#### 4.9 Permits

It shall be the responsibility of the Broker to comply with City ordinances by securing any necessary permits. The City shall waive any fees involved in securing City permits.

#### 4.10 Faith-Based Organizations

City does not discriminate against faith-based organizations.

#### 4.11 Immigration Reform and Control Act of 1986

By entering this Agreement, the Broker certifies that it does not and will not during the performance of this Agreement violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

#### 4.12 Substitutions

NO substitutions or cancellations are permitted after Agreement award without written approval by the Division of Procurement. Where specific employees are proposed by the Broker for the work, those employees shall perform the work as long as those employees work for the Broker, either as employees or subBrokers, unless the City agrees to a substitution. Requests for substitutions shall be reviewed and may be approved by the City at its sole discretion.

#### 4.13 Condition of Items

All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein. Verbal agreements to the contrary will not be recognized.

#### 4.14 Workmanship and Inspection

All work under this Agreement shall be performed in a skillful and workmanlike manner. The Broker and its employees shall be professional and courteous at all times. The City may, in writing, require the Broker to remove any employee from work for reasonable cause as determined by the City. Further, the City may, from time to time, make inspections of the work performed under the Agreement. Any inspection by the City does not relieve the Broker from any responsibility in meeting the Agreement requirements.

#### 4.15 Invoicing and Payment

Invoices for commission shall be paid upon completion of transaction at settlement of each property.

#### 4.16 Payments to SubBrokers

Within seven (7) days after receipt of amounts paid by the City for work performed by a subBroker under this Agreement, the Broker shall either:

- A. Pay the subBroker for the proportionate share of the total payment received from the City attributable to the work performed by the subBroker under this Agreement; or
- B. Notify the City and subBroker, in writing, of his intention to withhold all or a part of the subBroker's payment and the reason for non-payment.

The Broker shall pay interest to the subBroker on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item B. above.

Unless otherwise provided under the terms of this Agreement, interest shall accrue at the rate of one percent (1%) per month.

The Broker shall include in each of its subAgreements a provision requiring each subBroker to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subBroker.

The Broker's obligation to pay an interest charge to a subBroker pursuant to this provision may not be construed to be an obligation of the City.

4.17 Assignment of Agreement

The Agreement may not be assigned in whole or in part without the written consent of the Purchasing Manager.

4.18 Termination

Subject to the provisions below, the Agreement may be terminated by the City upon thirty (30) days advance written notice to the Broker; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Agreement may be extended upon written approval of the City until said work or services are completed and accepted.

A. Termination for Convenience

The City may terminate this Agreement for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

B. Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Broker shall not be entitled to termination costs.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of the performance of this Agreement in a subsequent fiscal year, then the Agreement shall be canceled and, to the extent permitted by law, the Broker shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Agreement.

4.19 Agreemental Disputes

The Broker shall give written notice to the Purchasing Agent of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The claim, with supporting documentation, shall be submitted to the Purchasing Agent by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. The Broker shall submit its invoice for final payment within thirty (30) days after completion or delivery of the services. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Broker within thirty (30) days of the City's receipt of the claim.

The Purchasing Agent's decision shall be final unless the Broker appeals within thirty (30) days by submitting a written letter of appeal to the City Administrator, or his designee. The City Administrator shall render a decision within sixty (60) days of receipt of the appeal.

4.20 Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

4.21 Confidentiality

The Broker acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the City of Fort Pierce. Therefore, except as required by law, the Broker agrees that its employees will not:

- A. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Agreement.
- B. Access or attempt to access information beyond their stated authorization.
- C. Disclose to any other person or allow any other person access to any information related to the City or any of its facilities or any other user of this Agreement that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Broker understands that the City, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the City may seek legal remedies available to it should such disclosure occur. Further, the Broker understands that violations of this provision may result in Agreement termination.

The Broker further understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Agreement, and will not be divulged without the Purchasing Agent's written consent and then only in strict accordance with prevailing laws. The Broker shall hold all information provided by the City as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

4.22. Counterparts

This Agreement and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Agreement or any amendment or renewal. A signature by any party to this Agreement provided by facsimile or electronic mail is binding upon that party as if it were the original.

**5.0 EVALUATION CRITERIA**

The criteria set forth below will be used in the receipt of proposals and selection of the successful offeror.

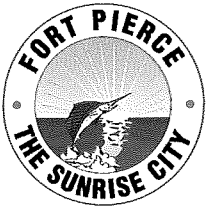
The City Evaluation Committee will review and evaluate each proposal and selection will be made on the basis of the criteria listed below:

<u>CRITERION</u>	<u>MAXIMUM SCORE</u>
Qualifications of Proposer.....	20 points
Fee Schedule(s)/Commission.....	25 points
Member of Multiple Listing Service (MLS).....	5 points
Commercial Real Estate Experience (years, knowledge, track record)....	25 points

Market Method (National/Global Reach)..... 25 points

**Total Maximum Points 100 points**

The City Evaluation Committee will collectively develop a composite rating which indicates the group's collective ranking of the highest rated proposals in a descending order. The City Evaluation Committee may then conduct interviews with only the top ranked offerors, usually the top two (2) or three (3) depending upon the number of proposals received. Negotiations shall be conducted with offerors so selected. The City Evaluation Committee may request a Best and Final Offer(s) (BAFO) and/or make a recommendation for the Agreement award.



**PROPOSER'S QUESTIONNAIRE**

**RFP #2016-012**

Real Estate Broker Services

It is understood and agreed that the following information is to be used by the City of Port St. Lucie to determine the qualifications of Proposers to perform the work required. The Proposer waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Proposer.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, person, firm or corporation to furnish the City of Port St. Lucie any pertinent information requested by the City deemed necessary to vary the information on this questionnaire.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Name of Organization / Proposer

By: \_\_\_\_\_  
Name and Title

(If more space is needed, please attach additional sheets.)

1. Corporation, Partnership, Joint Venture, Individual or other?

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

2. Firm's name and main office address, telephone and fax number, e-mail:

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

3. Give the names of the person who will be authorized to make decisions and speak as a representative of the Proposer, their titles, addresses and telephone and facsimile numbers.

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

4. Firm's previous names (if any).

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

5. How many years has your organization or individual been in commercial real estate business and locations?  
 Years: \_\_\_\_\_ Location(s): \_\_\_\_\_  
 Licenses: \_\_\_\_\_ Certifications: \_\_\_\_\_

6. Names of personnel (if other than Proposer) that will be performing requested realtor services/work:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

7. Proposer sale & lease history for properties of 115,000 SQ and above?  
**Date Commercial Sq ft Location Sale price Annual lease Listing Date**

**This is a word document add lines as needed.**

8. List training/education of Proposer and Proposer staff that will be assigned to this project:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

9. Provide market and advertising methods.

**This is a word document add lines as needed**

10. List knowledge of public real estate records that will be used by your firm.

11. List method(s) use for rent/lease assessment

12. Method used for background checks.

13. List marketing strategies used for lease properties

14. List marketing strategies used for properties for sale

15. List current and past litigation of your firm within the past five (5) years.

16. Provide a list of three (3) past clients for this size and type of property  
 Client name Telephone# Email Property Title

17. Is your firm a member of Multiple Listing Service (MLS)?

18. Broker agrees to abide by the terms and conditions of the City Contract.

\_\_\_\_\_  
Signature Title

19. ADDENDUM ACKNOWLEDGMENT - Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum Number	Date Issued

20. Please enter below the percentage of the NET value (after all expenses) of the lease or sale that your firm will charge for the services that you will be providing. The City will not enter into an open-ended contract. This would be a one-time fee percentage of the new value of the lease or value of the net sale to the City.

Service	Fee
Sale	_____ % Net value
Lease	_____ % Net Value

Additional Services	Rate
_____	_____
_____	_____

**This is a word document as lines as needed.**

# **SECTION VI - FORM**

**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 Agreementual 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 Agreementual 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*





## Certification Statement Local Vendor Preference

I certify that my company meets all of the following qualifications to be eligible for the local vendor preference:

- 1) That my company has a fixed, staffed office or distribution point located in and having a street address within St. Lucie, Indian River, Martin or Okeechobee City for at least one year prior to the issuance of the request for competitive bids or request for proposals by St. Lucie City; and
- 2) That my company holds any business or Broker license required by St. Lucie City and/or can document payment of business license taxes in St. Lucie City;
- 3) That my company is principal offeror who is single offeror; a business which is the prime Broker and not a subBroker; or a partner or joint venturer submitting an offer in conjunction with other businesses.
- 4) Attached is a copy of a business or Broker license and/or business tax receipt for St. Lucie City, Indian River, Martin or Okeechobee Counties to verify that I have been in business at least one year prior to the issuance of the Request for Bid or Proposal.

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

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

Business or Broker License Number: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Owner's Name: \_\_\_\_\_

Signature: \_\_\_\_\_

*Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_*

*Notary Public for the State of \_\_\_\_\_ My Commission Expires \_\_\_\_\_*

*Notary Public Signature \_\_\_\_\_ Printed Name \_\_\_\_\_*

### FOR PROCURMENT OFFICE ONLY ~ DO NOT COMPLETE BELOW

To be verified and completed by an authorized representative from the City of Fort Pierce Purchasing Department:

Vendor Certified by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Authorized Signature)

**To be approved as a local bidder and receive bid preference on an eligible local project, this certification and a copy of your local business or Broker license must be submitted with your bonafide Bid/RFP package.**



# CITY OF FORT PIERCE PROPOSER'S CHECKLIST

This checklist is provided to assist each Proposer in the preparation of their proposal response. Included in this checklist are important requirements, which is the responsibility of each Proposer 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 Proposer to read and comply with the Request for Proposal in its entirety.

**Check "Yes" or "No" to each of the following:**

	<b>YES</b>	<b>NO</b>
Is Request for Proposal cover page (page 1) 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 proposal documents.	_____	_____
Include proof of proper insurance as stated in proposal documents.	_____	_____
Proposal envelope is marked accordingly.	_____	_____
Is Drug-Free Work Place form signed and enclosed?	_____	_____
W-9 Form completed, signed and attached?	_____	_____
Are six (6) complete proposal packages included (one original and five copies)?	_____	_____

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

5. How many years has your organization or individual been in commercial real estate business and locations?  
 Years: \_\_\_\_\_ Location(s): \_\_\_\_\_  
 Licenses: \_\_\_\_\_ Certifications: \_\_\_\_\_

6. Names of personnel (if other than Proposer) that will be performing requested realtor services/work:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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**Date Commercial Sq ft Location Sale price Annual lease Listing Date**

**This is a word document add lines as needed.**

8. List training/education of Proposer and Proposer staff that will be assigned to this project:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

9. Provide market and advertising methods.

**This is a word document add lines as needed**

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15. List current and past litigation of your firm within the past five (5) years.

16. Provide a list of three (3) past clients for this size and type of property  
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18. Broker agrees to abide by the terms and conditions of the City Contract.

\_\_\_\_\_  
Signature Title

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Service Fee

Sale \_\_\_\_\_ % Net value  
Lease \_\_\_\_\_ % Net Value

Additional Services Rate

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

**This is a word document as lines as needed.**

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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 Agreemental 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 Agreemental 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.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> 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.

Social security number
or
Employer identification number

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

### Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. 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.

<b>Sign Here</b>	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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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,



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

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

Business or Broker License Number: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Owner's Name: \_\_\_\_\_

Signature: \_\_\_\_\_

*Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_*

*Notary Public for the State of \_\_\_\_\_ My Commission Expires \_\_\_\_\_*

*Notary Public Signature \_\_\_\_\_ Printed Name \_\_\_\_\_*

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