

<p>DELIVER TO: City of Fort Pierce 100 North U.S. #1 Fort Pierce, FL 34950</p> <p>MAIL TO: City of Fort Pierce Procurement Dept. P.O. Box 1480 Fort Pierce, FL 34954-1480</p>	<p>INVITATION TO BID</p> <p>and</p> <p>BIDDER ACKNOWLEDGMENT</p>
<p>Contact: Gelencia Carter, (772) 467-3748</p>	<p>Bid No: 2016-025</p>
<p>Mandatory Pre-Bid Conference : N/A</p>	<p>Bid Title: FURNISH & INSTALL ICE MAKER FOR CITY MARINA</p>
<p>Mandatory Pre-Bid Conference Location: N/A</p>	<p>Bid Opening Location: City of Ft. Pierce Procurement Dept. 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950</p>
<p>Bid Due Date & Time: 3:00PM, THURSDAY, JUNE 2, 2016</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>Bidder Name: <u>Douglas Equipment</u></p> <p>Mailing Address: <u>301 North St</u> <u>Bluefield, WV 24701</u></p>	<p><i>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.</i></p> <p><i>Jennifer Stasheen</i> X _____ Authorized Signature (Manual)</p>
<p>City, State, Zip Code: <u>Bluefield, WV 24701</u></p>	<p>Typed or Printed Name: <u>Jennifer Stasheen</u></p>
<p>Type of Entity (Circle One): <input checked="" type="radio"/> Corporation <input type="radio"/> Partnership <input type="radio"/> Proprietorship</p>	<p>Title: <u>Bid Specialist</u></p>
<p>Incorporated in the State of: <u>WV</u> Year: <u>1978</u></p>	<p>Delivery in <u>15</u> days, ARO</p>
<p>Phone Number: <u>304-327-0149</u></p>	<p>Payment Terms: Net 30 Days</p>
<p>Fax Number: <u>304-325-3848</u></p>	<p>FEIN or SS Number: <u>55-0585890</u></p>
<p>E-Mail Address: <u>jen@dougsequipment.com</u></p>	<p>Local Business: <u>Y</u> <input checked="" type="checkbox"/> N <input type="checkbox"/> MWBE: <u>Y</u> <input checked="" type="checkbox"/> N <input type="checkbox"/></p>
<p>Bid Security is attached, when required, in the amount of \$ <u>N/A</u> F.O.B. DESTINATION</p>	<p>If returning as a "No Bid" state reason:</p>
<p>THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID</p>	

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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 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 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

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

LOCATION	RATING
Headquartered within the City of Fort Pierce	25
Headquartered within the four counties (Martin, Okeechobee, Indian River, St. Lucie)	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

INSURANCE REQUIREMENTS

Contractor shall, at its own expense, procure and maintain, with insurers acceptable to the 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.

As evidence of compliance with the insurance required herein, 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 the City and their members, officials, officers and employees as Additional Insured's as Additional Insured's in the Commercial General Liability coverage; (b) the original of the policy(ies); or (c) other evidence satisfactory to City. Such evidence shall include thirty (30) days written notice of cancellation to the City for all coverage.

To the extent Contractor is permitted to and elects to subcontract any of the work performed under this Agreement, 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.

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.

Workers' Compensation/Employers' Liability - Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. 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:	\$500,000	(Each Accident)
	\$500,000	(Disease-Policy Limit)
	\$500,000	(Disease-Each Employee)

Commercial General Liability - Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements. the City of Fort Pierce shall be included as an "Additional Insured" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured - Owners, Lessees, or Contractors). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

General Aggregate	\$1,000,000
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Products/Completed Operations Aggregate	\$500,000
Personal and Advertising Injury	\$500,000
Each Occurrence	\$500,000
Fire Damage (any one fire)	\$Nil
Medical Expense (any one person)	\$Nil

Automobile Liability - Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, 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. 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	\$500,000
---	-----------

Property Insurance - If the Contract includes construction of or additions to above-ground buildings or structures, or installation of machinery or equipment, the Contractor shall provide Builder's Risk insurance or an Installation Floater until acceptance of the machinery or equipment by the CITY. Such insurance shall provide coverage on an all risk basis and the minimum amount of insurance shall be 100% of the completed value of such addition(s), buildings(s), or structure(s), or the installed replacement cost of value.

General Conditions -The insurance provided by Contractor shall apply on a primary basis. Any insurance, or self-insurance, maintained by the City of Fort Pierce shall be excess of, and shall not contribute with, the insurance provided by Contractor.

Except as otherwise specifically authorized in this Contract, or for which prior written approval has been obtained hereunder, the insurance maintained by the Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, the Owner may permit the application of a deductible or permit the Contractor to self-insure, in whole or in part, one or more of the insurance coverage's required by this Contract. The Contractor shall pay on behalf of the Owner or the Owner's officer or employee any deductible or self-insured retention applicable to a claim against the Owner or the Owner's officer or employee. The required policies must be endorsed to provide the CITY with thirty (30) days written notice of cancellation.

Compliance with these insurance requirements shall not limit the liability of Contractor. Any remedy provided to the City of Fort Pierce by the insurance provided by the City of Fort Pierce 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 of Fort Pierce under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by Contractor shall relieve Contractor from responsibility to provide insurance as required by this Agreement.

Certificates of Insurance must be completed as follows:

1. **Certificate Holder**
City of Fort Pierce
Attn: Purchasing Department

P.O. Box 1480
Fort Pierce, FL 34954-1480

2. Additional Insured for General Liability
City of Fort Pierce and their members, officials, officers and employees

SECTION IV

INSTRUCTIONS TO BIDDERS

1. PURPOSE

The City of Fort Pierce is seeking interested bidders to furnish and install an ice maker at Fort Pierce City Marina, 1 Avenue A, Fort Pierce, FL 34950.

2. BID OPENING DATE

Bids are due on or before **3:00 PM, Thursday, June 2, 2016**. 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 Procurement Department by e-mail request to biddesk@city-ftpierce.com or on the web site of Demandstar.com (www.demandstar.com) and City of Fort Pierce, Purchasing Department, website (www.cityoffortpierce.com).

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

3. INQUIRIES/QUESTIONS

3.1 All inquiries shall be in a written format and addressed to the Marina Manager with a copy to the Purchasing Manager:

Dean Kubitschek
Marina Manager
City of Fort Pierce
1 Avenue A
Fort Pierce, FL 34954-1480
Fax: (772) 489-3194
Email: fpcmdean@city-ftpierce.com

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

3.2 No inquiries will be received within seven (7) calendar days of bid closing date.

4. EVALUATION CRITERIA

Bids will be evaluated by the City of Fort Pierce who shall be the sole judge of its own best interests, the bid itself, the qualifications of the applicant and the resulting final negotiated agreement. The city's decisions in these matters shall be final and binding.

The City's evaluation will include, but not limited to, consideration of the following:

- o Lowest and best responsive responsible bid

5. BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE)

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

6. 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.

7. 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.

8. PURCHASING CARD PROGRAM

8.1 The City has implemented a **Purchasing Card Program**. The selected Bidder(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.

8.2 Bidders 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 Bidder to make this statement, the City shall assume the purchase or Contract price shall be governed by the Net 30 ARI (after receipt of invoice).

SECTION V

STATEMENT OF WORK

1. SCOPE OF WORK

- 1.1 Furnish and install an Ice Maker, Prodigy Plus 1000LB, Follett Ice Pro DB650 series automatic ice bagging and dispensing system with foot pedal, cube style air cooled, machine "or equivalent".
- 1.2 Filter system with filters
- 1.3 Installation is required. Delivery will be to Fort Pierce City Marina, 1 Avenue A, Fort Pierce, FL 34950.

2. GUARANTEES

All materials and/or equipment furnished under this contract shall be unconditionally guaranteed as follows:

3 year parts and labor warranty

5 year parts and labor on evaporator

5 year parts and 3 year labor warranty on compressor

3. PRICES

Prices quoted must remain firm for the period covered by the purchase order, unless price escalation is herein specified.

SECTION VI

FORMS



DRUG-FREE WORK PLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that

Douglas Food Stores DBA Douglas Equipment 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.

Jennifer Stashner
Proposer's Signature
5-31-16
Date

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Douglas Food Stores, Inc.	
2 Business name/disregarded entity name, if different from above Douglas Equipment	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) 301 North Street	Requester's name and address (optional)
6 City, state, and ZIP code Bluefield, WV 24701	
7 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 generally 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
[] [] [] - [] [] []	[] [] [] [] [] []
OR	
Employer identification number	
5 5 - 0 5 8 5 8 9 0	

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); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here	Signature of U.S. person ▶	Date ▶ 1/4/16
------------------	----------------------------	---------------

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- 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, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



DOUF001 OP ID: BSTU

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/24/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER First Community Ins. Services One Stafford Commons PO Box 5069 Princeton, WV 24740	CONTACT NAME: Brenda Sturgill, AAI, ACSR
	PHONE (A/C, No, Ext): 304-431-7035 FAX (A/C, No): 304-431-9090 E-MAIL ADDRESS: bsturgill@fcis.com
INSURED Douglas Food Stores, Inc. DBA Douglas Equipment Attention: Larry Douglas 301 North Street Bluefield, WV 24701	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: WESTFIELD INSURANCE CO. 24112
	INSURER B: THE HARTFORD
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Owners <input type="checkbox"/> Package GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		BOP4533485 CWP4533895	03/20/2016 03/20/2016	03/20/2017 03/20/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		CWP4533895	03/20/2016	03/20/2017	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (PER ACCIDENT) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		CWP4533895	03/20/2016	03/20/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	40WECLV4622	08/01/2015	08/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L EACH ACCIDENT \$ 500,000 E.L DISEASE - EA EMPLOYEE \$ 500,000 E.L DISEASE - POLICY LIMIT \$ 500,000
A	Installation		CWP4533895	03/20/2016	03/20/2017	Jobsite 131,500 Catastrop 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

PROOF OF INSURANCE

PROOF-1

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**WEST VIRGINIA
STATE TAX DEPARTMENT
BUSINESS REGISTRATION
CERTIFICATE**

ISSUED TO:
**DOUGLAS FOOD STORES INC
DBA DOUGLAS EQUIPMENT
301 NORTH ST
BLUEFIELD, WV 24701-4048**

BUSINESS REGISTRATION ACCOUNT NUMBER: **1037-0113**

This certificate is issued on: 06/8/2011

*This certificate is issued by
the West Virginia State Tax Commissioner
in accordance with Chapter 11, Article 12, of the West Virginia Code*

*The person or organization identified on this certificate is registered
to conduct business in the State of West Virginia at the location above.*

This certificate is not transferrable and must be displayed at the location for which issued.

This certificate shall be permanent until cessation of the business for which the certificate of registration was granted or until it is suspended, revoked or cancelled by the Tax Commissioner.

Change in name or change of location shall be considered a cessation of the business and a new certificate shall be required.

TRAVELING/STREET VENDORS: Must carry a copy of this certificate in every vehicle operated by them.
CONTRACTORS, DRILLING OPERATORS, TIMBER/LOGGING OPERATIONS: Must have a copy of this certificate displayed at every job site within West Virginia.

State of West Virginia



Certificate

*I, Natalie E. Tennant, Secretary of State of the
State of West Virginia, hereby certify that*

DOUGLAS FOOD STORES, INC.

was incorporated under the laws of West Virginia and a Certificate of Incorporation was issued by the West Virginia Secretary of State's Office on August 18, 1978.

I further certify that the corporation has not been revoked by the State of West Virginia nor has the West Virginia Secretary of State issued a Certificate of Dissolution to the corporation.

Accordingly, I hereby issue this

CERTIFICATE OF EXISTENCE

Validation ID:8WV04_3JP7T

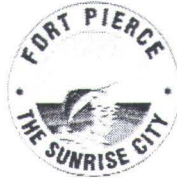


*Given under my hand and the
Great Seal of the State of
West Virginia on this day of
February 25, 2016*

Natalie E. Tennant

Secretary of State

N/A



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 County for at least one year prior to the issuance of the request for competitive bids or request for proposals by St. Lucie County; and
- 2) That my company holds any business or contractor license required by St. Lucie County and/or can document payment of business license taxes in St. Lucie County;
- 3) That my company is principal offeror who is 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.
- 4) Attached is a copy of a business or contractor license and/or business tax receipt for St. Lucie County, 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: Douglas Equipment

Address: 301 North St., Bluefield, WV 24701

Business or Contractor License Number: _____

Phone Number: 304-327-0149 Fax Number: 304-325-3848

Owner's Name: Larry Douglas

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 contractor license must be submitted with your bonafide Bid/RFP package.



BID RESPONSE FORM



Bid Item	FURNISH AND INSTALL ICE MAKER FOR CITY MARINA		
Bid Number	2016-025	Due Date & Time	3:00PM, THURSDAY, MARCH 24, 2016

The offeror 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:

DESCRIPTION	LUMP SUM
ICE MAKER	\$ <u>13,642.55</u>
DELIVERY COST	\$ <u>Included</u>
TOTAL	\$ <u>13,642.55</u>
MAKE/MODEL: Scotsman # C1035MA-32 Follett # DB6500A	

15 # OF CALENDAR DAYS FOR DELEIVERY
AFTER NOTIFICATION OF AWARD

Vendor Douglas Equipment

Address 301 North Street

City, State, Zip Code Bluefield, WV 24701

Email Address jen@douglasequipment.us

Typed Name, Title Jennifer Stasheen Bid Specialist

Signature Jennifer Stasheen Date 5-31-16

Telephone # 304-327-0149 Fax # 304-325-3848

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

Remit To: _____

Check block below for applicable minority indicator:

- | | | | |
|--|--|--|--|
| <input type="checkbox"/> Asian Indian | <input type="checkbox"/> Black | <input type="checkbox"/> Asian Pacific | <input type="checkbox"/> Hispanic |
| <input type="checkbox"/> Native American | <input checked="" type="checkbox"/> Small Business | <input type="checkbox"/> Women Owned | <input type="checkbox"/> Small Disadvantage Business |

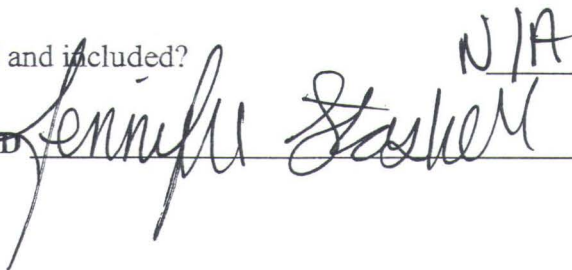
CITY OF FORT PIERCE BIDDER'S CHECKLIST

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?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is Bid Response Form completed, signed and attached?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
W-9 Form completed, signed and attached?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Include proof of proper licensing as stated in bid documents.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Include proof of proper insurance as stated in bid documents.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Bid envelope is marked accordingly.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is Drug-Free Work Place form signed and enclosed?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are three (3) complete bid packages included (one original and two copies)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is each Bid Addendum (when issued) signed and included?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

PLEASE SIGN AND RETURN WITH BID



 N/A

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: 2016-025

Mandatory Pre-Bid Conference :
 N/A

Bid Title: FURNISH & INSTALL
 ICE MAKER FOR CITY MARINA

Mandatory Pre-Bid Conference Location:

 N/A

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

Bid Due Date & Time:
 3:00PM, THURSDAY, JUNE 2, 2016

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:
 Complete Restaurant Equipment

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.

Mailing Address:
 3929 U.S. Hwy # 1
 Vero Beach FL 32960

Larry E. Dutro Jr.
 Authorized Signature (Manual)

City, State, Zip Code:
 VERO BEACH, FLA, 32960

Typed or Printed Name:
 LARRY E DUTRO JR.

Type of Entity (Circle One):
 Corporation Partnership Proprietorship

Title:
 SALES / PROJECT MANAGER.

Incorporated in the State of: FL. Year: 1981

Delivery in 20 days, ARO

Phone Number: 772 - 569 - 5097

Payment Terms: Net 30 Days

Fax Number: 772 - 569 - 5386

FEIN or SS Number: 22-3980349

E-Mail Address: L.J@Complete.Restaurant.com

Local Business: Y N MWBE: Y N

Bid Security is attached, when required, in the amount of \$ 0
 F.O.B. DESTINATION

If returning as a "No Bid" state reason:

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID

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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 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 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.

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.

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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

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

LOCATION	RATING
Headquartered within the City of Fort Pierce	25
Headquartered within the four counties (Martin, Okeechobee, Indian River, St. Lucie)	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

INSURANCE REQUIREMENTS

Contractor shall, at its own expense, procure and maintain, with insurers acceptable to the 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.

As evidence of compliance with the insurance required herein, 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 the City and their members, officials, officers and employees as Additional Insured's as Additional Insured's in the Commercial General Liability coverage; (b) the original of the policy(ies); or (c) other evidence satisfactory to City. Such evidence shall include thirty (30) days written notice of cancellation to the City for all coverage.

To the extent Contractor is permitted to and elects to subcontract any of the work performed under this Agreement, 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.

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.

Workers' Compensation/Employers' Liability - Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. 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:	\$500,000	(Each Accident)
	\$500,000	(Disease-Policy Limit)
	\$500,000	(Disease-Each Employee)

Commercial General Liability - Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements. the City of Fort Pierce shall be included as an “Additional Insured” on a form no more restrictive than ISO Form CG 20 10 (Additional Insured - Owners, Lessees, or Contractors). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

General Aggregate	\$1,000,000
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Products/Completed Operations Aggregate	\$500,000
Personal and Advertising Injury	\$500,000
Each Occurrence	\$500,000
Fire Damage (any one fire)	\$Nil
Medical Expense (any one person)	\$Nil

Automobile Liability - Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, 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. 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	\$500,000
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Property Insurance - If the Contract includes construction of or additions to above-ground buildings or structures, or installation of machinery or equipment, the Contractor shall provide Builder's Risk insurance or an Installation Floater until acceptance of the machinery or equipment by the CITY. Such insurance shall provide coverage on an all risk basis and the minimum amount of insurance shall be 100% of the completed value of such addition(s), buildings(s), or structure(s), or the installed replacement cost of value.

General Conditions -The insurance provided by Contractor shall apply on a primary basis. Any insurance, or self-insurance, maintained by the City of Fort Pierce shall be excess of, and shall not contribute with, the insurance provided by Contractor.

Except as otherwise specifically authorized in this Contract, or for which prior written approval has been obtained hereunder, the insurance maintained by the Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, the Owner may permit the application of a deductible or permit the Contractor to self-insure, in whole or in part, one or more of the insurance coverage's required by this Contract. The Contractor shall pay on behalf of the Owner or the Owner's officer or employee any deductible or self-insured retention applicable to a claim against the Owner or the Owner's officer or employee. The required policies must be endorsed to provide the CITY with thirty (30) days written notice of cancellation.

Compliance with these insurance requirements shall not limit the liability of Contractor. Any remedy provided to the City of Fort Pierce by the insurance provided by the City of Fort Pierce 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 of Fort Pierce under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by Contractor shall relieve Contractor from responsibility to provide insurance as required by this Agreement.

Certificates of Insurance must be completed as follows:

1. **Certificate Holder**
City of Fort Pierce
Attn: Purchasing Department

P.O. Box 1480
Fort Pierce, FL 34954-1480

2. Additional Insured for General Liability
City of Fort Pierce and their members, officials, officers and employees

SECTION IV

INSTRUCTIONS TO BIDDERS

1. PURPOSE

The City of Fort Pierce is seeking interested bidders to furnish and install an ice maker at Fort Pierce City Marina, 1 Avenue A, Fort Pierce, FL 34950.

2. BID OPENING DATE

Bids are due on or before **3:00 PM, Thursday, June 2, 2016**. 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 Procurement Department by e-mail request to biddesk@city-ftpierce.com or on the web site of Demandstar.com (www.demandstar.com) and City of Fort Pierce, Purchasing Department, website (www.cityoffortpierce.com).

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

3. INQUIRIES/QUESTIONS

3.1 All inquiries shall be in a written format and addressed to the Marina Manager with a copy to the Purchasing Manager:

Dean Kubitschek
Marina Manager
City of Fort Pierce
1 Avenue A
Fort Pierce, FL 34954-1480
Fax: (772) 489-3194
Email: fpcmdean@city-ftpierce.com

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

3.2 No inquiries will be received within seven (7) calendar days of bid closing date.

4. EVALUATION CRITERIA

Bids will be evaluated by the City of Fort Pierce who shall be the sole judge of its own best interests, the bid itself, the qualifications of the applicant and the resulting final negotiated agreement. The city's decisions in these matters shall be final and binding.

The City's evaluation will include, but not limited to, consideration of the following:

- o Lowest and best responsive responsible bid

5. BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE)

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

6. 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.

7. 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.

8. PURCHASING CARD PROGRAM

8.1 The City has implemented a **Purchasing Card Program**. The selected Bidder(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.

8.2 Bidders 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 Bidder to make this statement, the City shall assume the purchase or Contract price shall be governed by the Net 30 ARI (after receipt of invoice).

SECTION V

STATEMENT OF WORK

1. SCOPE OF WORK

- 1.1 Furnish and install an Ice Maker, Prodigy Plus 1000LB, Follett Ice Pro DB650 series automatic ice bagging and dispensing system with foot pedal, cube style air cooled, machine “or equivalent”.
- 1.2 Filter system with filters
- 1.3 Installation is required. Delivery will be to Fort Pierce City Marina, 1 Avenue A, Fort Pierce, FL 34950.

2. GUARANTEES

All materials and/or equipment furnished under this contract shall be unconditionally guaranteed as follows:

3 year parts and labor warranty

5 year parts and labor on evaporator

5 year parts and 3 year labor warranty on compressor

3. PRICES

Prices quoted must remain firm for the period covered by the purchase order, unless price escalation is herein specified.

SECTION VI

FORMS



DRUG-FREE WORK PLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that

Complete Restaurant Equipment 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.

Larry E. Sparto Sr.
Proposer's Signature
June 2nd 2016
Date

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

1 Name (as shown on your Income tax return). Name is required on this line; do not leave this line blank.
Complete Restaurant Equipment, LLC d/b/a Service Refrigeration

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
3929 US Hwy 1

6 City, state, and ZIP code
Vero Beach, FL. 32960

7 List account number(s) here (optional)

Requester's name and address (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 generally 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number											
				-			-				
or											
Employer identification number											
4	6										
				-			-				

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); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here Signature of U.S. person ▶ *Mitchell Poreff* Date ▶ *1/3/16*

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

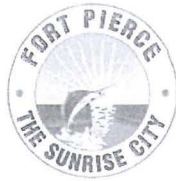
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- 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, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



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 County for at least one year prior to the issuance of the request for competitive bids or request for proposals by St. Lucie County; and
- 2) That my company holds any business or contractor license required by St. Lucie County and/or can document payment of business license taxes in St. Lucie County;
- 3) That my company is principal offeror who is 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.
- 4) Attached is a copy of a business or contractor license and/or business tax receipt for St. Lucie County, 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: Complete RESTAURANT EQUIPMENT

Address: 3929 U.S. Hwy #1 VERO BEACH FL 32960

Business or Contractor License Number: _____

Phone Number: 1-772-569-5097 Fax Number: 772-569-5386

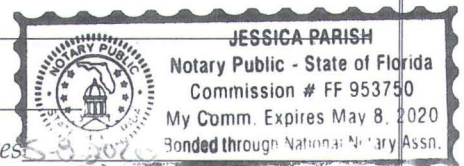
Owner's Name: MITCHELL ROSE

Signature: Mitchell Rose

Sworn to before me this 24th day of June, 2020

Notary Public for the State of Florida My Commission Expires 5-8-2020

Notary Public Signature Jessica Parish Printed Name Jessica Parish



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 contractor license must be submitted with your bonafide Bid/RFP package.



BID RESPONSE FORM



Bid Item	FURNISH AND INSTALL ICE MAKER FOR CITY MARINA		
Bid Number	2016-025	Due Date & Time	3:00PM, THURSDAY, MARCH 24, 2016

The offeror 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:

DESCRIPTION	LUMP SUM
ICE MAKER	\$ _____
DELIVERY COST	\$ _____
TOTAL	\$ <u>12,706.59</u>
MAKE/MODEL: <i>SCOTSMAN</i> <i>mod: C1030SA-32 Ice Cuber</i> <i>FOLLETT</i> <i>Bin mod: DB650SA</i>	

20 # OF CALENDAR DAYS FOR DELEIVERY
AFTER NOTIFICATION OF AWARD

Vendor Complete RESTAURANT EQUIPMENT
 Address 3920 U.S. HWY 1
 City, State, Zip Code VERO BEACH FL. 32960
 Email Address LJ@CompleteRESTAURANT.COM
 Typed Name, Title, LARRY E DUTRO JR.
 Signature *Larry E. Dutro Jr.* Date JUNE 2nd 2016
 Telephone # 772-569-5097 Fax # 772-569-5386

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

Remit To: _____

Check block below for applicable minority indicator:

- | | | | |
|--|---|--|--|
| <input type="checkbox"/> Asian Indian | <input type="checkbox"/> Black | <input type="checkbox"/> Asian Pacific | <input type="checkbox"/> Hispanic |
| <input type="checkbox"/> Native American | <input type="checkbox"/> Small Business | <input type="checkbox"/> Women Owned | <input type="checkbox"/> Small Disadvantage Business |



Complete Restaurant Equipment & Supplies

Custom Food Service Solutions Since 1981

Quote

06/02/2016



To:
City of Fort.Pierce
100 North U.S. #1
Fort.Pierce, FL 34950



Project:
City of Fort.Pierce
100 North U.S. #1
Fort.Pierce, FL 34950

From:
Complete Restaurant Equipment
LJ Dutro, Jr.
3929 Us Hwy 1
Vero Beach, FL 32960
(772)569-5097
772-569-5097 (Contact)
772-569-5386 (Fax)
Url: www.completerestaurant.com
lj@completerestaurant.com

Project Code: LJ6804

Job Reference Number: 679

Please remember we can provide you with competitive pricing on any manufacturer's items, not just the ones quoted below. Thank you for the opportunity to quote this project!!

Item	Qty	Description	Sell	Sell Total
1	1 ea	ICE CUBER  Scotsman Model No. C1030SA-32 Prodigy Plus® Ice Maker, cube style, air-cooled, self-contained condenser, up to 1077 lb production/24 hours, stainless steel finish, small cube size, 208-230v/60/1-ph, 16.0 amps, ENERGY STAR®	\$4,757.18	\$4,757.18
	1 ea	3 year parts & labor warranties		
	1 ea	5 year parts & labor warranties on Evaporator		
	1 ea	5 year parts on compressor & condenser		
	1 ea	AP2-P AquaPatrol™ Plus Water Filtration System, double system, designed for ice makers & beverage equipment, cubers over 650 lb & up to 1200 lb, flakers & nuggets over 1200 lb		
2	1 ea	ICE BIN FOR ICE MACHINES  Follett Corporation Model No. DB650SA Ice Pro™ Semi-Automatic Bagging & Dispensing System, 650 lb. capacity ice storage with auto agitation, control panel, lockable clear window & adjustable bag stand, blower & timed dispense mode, insulated polymold interior, stainless steel full base, for top mounted cubers, custom cut top	\$7,516.41	\$7,516.41
	1 ea	220v/60/1-ph, 2.5 amps, NEMA 6-15P		
	1 ea	00932517 Foot pedal		
3	1 ea	INSTALLATION Complete Restaurant Equipment Model No. (2D) ICE MACHINE INSTALLATION Unable to quote installation cost. This is because of lack of communication from Dean Kubitchek. We tried to get in contact with Dean Kubitchek several times but never got a return phone call. If installation price is desired please contact us and we would be happy to quote the installation after a few of our		

Complete Restaurant Equipment

06/02/2016

Item	Qty	Description	Sell	Sell Total
		questions about the electrical, plumbing, and location are answered.		
1 ea		FREIGHT PROGRAM Complete Restaurant Equipment Model No. (4B) FREIGHT CHARGES *****Estimated*****Freight Charges from Scottsman to Complete Restaurant. No lift gate	\$120.00	\$120.00
1 ea		FREIGHT PROGRAM Complete Restaurant Equipment Model No. (4B) FREIGHT CHARGES *****Estimated*****Freight Charges from Follet to Complete Restaurant. No lift gate	\$313.00	\$313.00
Total				\$12,706.59

**The above quote does not include freight. Freight will be billed at time of delivery unless noted.
 **Equipment stored for longer than 30 days is subject to storage fees at \$500.00 per month.
 **All returns are subject to a restocking fee.
 **In accordance with 30 days terms, a charge of 1½% per month will be charged on all past due balances unless otherwise specified.
 **Buyer grants the seller the right to remove said goods in the event of non-payment.
 **Buyer agrees to pay all attorney fees, costs of removal and/or repairs in the event of non-payment.
 **ALL PLUMBING, ELECTRICAL, MECHANICAL, INTER-CONNECTIONS, HOOK-UPS AND WORK OUTSIDE OUR TRADE WILL BE PROVIDED BY OTHERS UNLESS OTHERWISE SPECIFIED HEREIN.
 **Terms: 50% deposit, 40% upon delivery to our warehouse, 10% upon delivery to job site, unless stated otherwise in the proposal.
 **Quote subject to price change with out notice due to factors such as, manufacture price increase, increase in fuel cost, or any and all other price increase related occurrences.
 ** Manufactures Warranty Applies to all Items Quoted. No Warranty by Complete Restaurant Equipment.
 A signature on the customer acceptance line constitutes placement of the order and agreement of the above said terms and conditions.

Acceptance: _____ Date: _____
 Printed Name: _____
 Project Grand Total: \$12,706.59

2015 - 2016 LOCAL BUSINESS TAX
INDIAN RIVER COUNTY, FLORIDA
MUST BE DISPLAYED IN A CONSPICUOUS PLACE

TYPE OF BUSINESS 500 CONTR-A/C CERTIFIED
650 RETAIL SALES

BUSINESS ADDRESS 3929 US HIGHWAY 1
VERO BEACH, FL 32967

NAME MAILING ADDRESS COMPLETE RESTAURANT EQUIPMENT LLC
ROSE, MITCHELL JR
PO BOX 1570
VERO BEACH, FL 32961-1570

ACCOUNT # 11399
RECEIPT # 5001120.000
EXPIRES **SEPTEMBER 30, 2016**

AMOUNT	40.00
PENALTY	0.00
TRANSFER	0.00
TOTAL	40.00

This receipt is in addition to and not in lieu of any other license required by law or municipal ordinance and is subject to regulations of zoning, health and any other lawful authority. Owner must notify the Tax Collector's Office of any changes in business name, ownership, location address or mailing address.

CAROLE JEAN JORDAN, CFC
TAX COLLECTOR
INDIAN RIVER COUNTY, FLORIDA

Paid 09/23/2015 40.00

182-00001873

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CAC1817598	

The CLASS A AIR CONDITIONING CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016



ROSE, MITCHELL JR
SERVICE REFRIGERATION
3929 US HWY 1
VERO BEACH FL 32960



ISSUED: 06/01/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1406010002231

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Complete Restaurant Equipment, LLC d/b/a Service Refrigeration

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
3929 US Hwy 1

6 City, state, and ZIP code
Vero Beach, FL. 32960

7 List account number(s) here (optional)

Requester's name and address (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 generally 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

4	6	-	1	4	0	4	6	4	3
---	---	---	---	---	---	---	---	---	---

Note. If the account is in more than one name, see the instructions for line 1 and 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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here

Signature of U.S. person ▶

Michael Papp

Date ▶

1/3/16

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



BID RESPONSE FORM



Bid Item	FURNISH AND INSTALL ICE MAKER FOR CITY MARINA		
Bid Number	2016-025	Due Date & Time	3:00PM, THURSDAY, MARCH 24, 2016

The offeror 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:

DESCRIPTION	LUMP SUM
ICE MAKER , Dispensing bin, filter system	\$ 11,551.82
DELIVERY COST	\$ 350.00
TOTAL	\$ 11,901.82
MAKE/MODEL: ICE1006 FA ~ SD 650 SS 9324-02 Ice-O-Matic, MGR, Everpure	

21 # OF CALENDAR DAYS FOR DELEIVERY AFTER NOTIFICATION OF AWARD

Vendor Gulf Ice Systems
 Address 7790 Sears Blvd
 City, State, Zip Code Pensacola FL 32514
 Email Address dharris@gulficesystems.com
 Typed Name, Title, [Signature]
 Signature [Signature] Date 5-31-16
 Telephone # 800-322-4853 Fax # 850-477-2458

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: 2016-025

Mandatory Pre-Bid Conference :
N/A

**Bid Title: FURNISH & INSTALL
ICE MAKER FOR CITY MARINA**

Mandatory Pre-Bid Conference Location:
N/A

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

Bid Due Date & Time:
3:00PM, THURSDAY, JUNE 2, 2016

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:
Gulf Ice Systems

Mailing Address:
PO. Box 15151
Pensacola, FL 32514

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:
Pensacola, FL 32514

Typed or Printed Name:
David Harris

Type of Entity (Circle One):
 Corporation Partnership Proprietorship

Title:
Sales Manager

Incorporated in the State of: FL Year: 1985

Delivery in 20 days, ARO

Phone Number: 800-322-4853

Payment Terms: Net 30 Days

Fax Number: 850-477-2458

FEIN or SS Number: 59-2551030

E-Mail Address: dharris@gulficesystems.com

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

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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 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 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

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

LOCATION	RATING
Headquartered within the City of Fort Pierce	25
Headquartered within the four counties (Martin, Okeechobee, Indian River, St. Lucie)	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

INSURANCE REQUIREMENTS

Contractor shall, at its own expense, procure and maintain, with insurers acceptable to the 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.

As evidence of compliance with the insurance required herein, 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 the City and their members, officials, officers and employees as Additional Insured's as Additional Insured's in the Commercial General Liability coverage; (b) the original of the policy(ies); or (c) other evidence satisfactory to City. Such evidence shall include thirty (30) days written notice of cancellation to the City for all coverage.

To the extent Contractor is permitted to and elects to subcontract any of the work performed under this Agreement, 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.

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.

Workers' Compensation/Employers' Liability - Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. 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:	\$500,000	(Each Accident)
	\$500,000	(Disease-Policy Limit)
	\$500,000	(Disease-Each Employee)

Commercial General Liability - Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements. the City of Fort Pierce shall be included as an "Additional Insured" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured - Owners, Lessees, or Contractors). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

General Aggregate	\$1,000,000
-------------------	-------------

Products/Completed Operations Aggregate	\$500,000
Personal and Advertising Injury	\$500,000
Each Occurrence	\$500,000
Fire Damage (any one fire)	\$Nil
Medical Expense (any one person)	\$Nil

Automobile Liability - Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, 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. 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	\$500,000
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Property Insurance - If the Contract includes construction of or additions to above-ground buildings or structures, or installation of machinery or equipment, the Contractor shall provide Builder's Risk insurance or an Installation Floater until acceptance of the machinery or equipment by the CITY. Such insurance shall provide coverage on an all risk basis and the minimum amount of insurance shall be 100% of the completed value of such addition(s), buildings(s), or structure(s), or the installed replacement cost of value.

General Conditions -The insurance provided by Contractor shall apply on a primary basis. Any insurance, or self-insurance, maintained by the City of Fort Pierce shall be excess of, and shall not contribute with, the insurance provided by Contractor.

Except as otherwise specifically authorized in this Contract, or for which prior written approval has been obtained hereunder, the insurance maintained by the Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, the Owner may permit the application of a deductible or permit the Contractor to self-insure, in whole or in part, one or more of the insurance coverage's required by this Contract. The Contractor shall pay on behalf of the Owner or the Owner's officer or employee any deductible or self-insured retention applicable to a claim against the Owner or the Owner's officer or employee. The required policies must be endorsed to provide the CITY with thirty (30) days written notice of cancellation.

Compliance with these insurance requirements shall not limit the liability of Contractor. Any remedy provided to the City of Fort Pierce by the insurance provided by the City of Fort Pierce 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 of Fort Pierce under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by Contractor shall relieve Contractor from responsibility to provide insurance as required by this Agreement.

Certificates of Insurance must be completed as follows:

1. **Certificate Holder**
City of Fort Pierce
Attn: Purchasing Department

P.O. Box 1480
Fort Pierce, FL 34954-1480

2. Additional Insured for General Liability
City of Fort Pierce and their members, officials, officers and employees

SECTION IV

INSTRUCTIONS TO BIDDERS

1. PURPOSE

The City of Fort Pierce is seeking interested bidders to furnish and install an ice maker at Fort Pierce City Marina, 1 Avenue A, Fort Pierce, FL 34950.

2. BID OPENING DATE

Bids are due on or before **3:00 PM, Thursday, June 2, 2016**. 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 Procurement Department by e-mail request to biddesk@city-ftpierce.com or on the web site of Demandstar.com (www.demandstar.com) and City of Fort Pierce, Purchasing Department, website (www.cityoffortpierce.com).

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

3. INQUIRIES/QUESTIONS

3.1 All inquiries shall be in a written format and addressed to the Marina Manager with a copy to the Purchasing Manager:

Dean Kubitschek
Marina Manager
City of Fort Pierce
1 Avenue A
Fort Pierce, FL 34954-1480
Fax: (772) 489-3194
Email: fpcmdean@city-ftpierce.com

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

3.2 No inquiries will be received within seven (7) calendar days of bid closing date.

4. EVALUATION CRITERIA

Bids will be evaluated by the City of Fort Pierce who shall be the sole judge of its own best interests, the bid itself, the qualifications of the applicant and the resulting final negotiated agreement. The city's decisions in these matters shall be final and binding.

The City's evaluation will include, but not limited to, consideration of the following:

- o Lowest and best responsive responsible bid

5. BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE)

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

6. 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.

7. 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.

8. PURCHASING CARD PROGRAM

8.1 The City has implemented a **Purchasing Card Program**. The selected Bidder(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.

8.2 Bidders 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 Bidder to make this statement, the City shall assume the purchase or Contract price shall be governed by the Net 30 ARI (after receipt of invoice).

SECTION V

STATEMENT OF WORK

1. SCOPE OF WORK

- 1.1 Furnish and install an Ice Maker, Prodigy Plus 1000LB, Follett Ice Pro DB650 series automatic ice bagging and dispensing system with foot pedal, cube style air cooled, machine "or equivalent".
- 1.2 Filter system with filters
- 1.3 Installation is required. Delivery will be to Fort Pierce City Marina, 1 Avenue A, Fort Pierce, FL 34950.

2. GUARANTEES

Ice machine Yes

All materials and/or equipment furnished under this contract shall be unconditionally guaranteed as follows:

3 year parts and labor warranty

5 year parts and labor on evaporator

5 year parts and 3 year labor warranty on compressor

3. PRICES

Prices quoted must remain firm for the period covered by the purchase order, unless price escalation is herein specified.

Follett only guarantees the bin for 2 yrs parts & labor.

SECTION VI

FORMS




DRUG-FREE WORK PLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that Gulf Ice Systems, Inc. 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

5-31-16

Date

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. GULF ICE SYSTEMS, INC.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____ <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 5 Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) P.O. Box 15151	Requester's name and address (optional)	
	6 City, state, and ZIP code Pensacola FL 32514		
	7 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 generally 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									

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

or

Employer identification number									
59	-	25	51	03	0				

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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here	Signature of U.S. person ▶ [Handwritten Signature]	Date ▶ 5-31-16
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General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



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 County for at least one year prior to the issuance of the request for competitive bids or request for proposals by St. Lucie County; and
- 2) That my company holds any business or contractor license required by St. Lucie County and/or can document payment of business license taxes in St. Lucie County;
- 3) That my company is principal offeror who is 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.
- 4) Attached is a copy of a business or contractor license and/or business tax receipt for St. Lucie County, 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 Contractor 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 contractor license must be submitted with your bonafide Bid/RFP package.



BID RESPONSE FORM



Bid Item	FURNISH AND INSTALL ICE MAKER FOR CITY MARINA		
Bid Number	2016-025	Due Date & Time	3:00PM, THURSDAY, MARCH 24, 2016

The offeror 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:

DESCRIPTION	LUMP SUM
ICE MAKER, ^{MGR} Dispensing bin, filter system	\$ 11,551.82
DELIVERY COST	\$ 350.00
TOTAL	\$ 11,901.82
MAKE/MODEL: ICE1006 FA ~ SD 65055 9324-02 Ice-O-Matic, MGR, Everpure	

21 # OF CALENDAR DAYS FOR DELEIVERY
AFTER NOTIFICATION OF AWARD

Vendor Gulf Ice Systems
 Address 7790 Sears Blvd
 City, State, Zip Code Pensacola FL 32514
 Email Address dharris@gulficesystems.com
 Typed Name, Title David Harris, Sales Manager
 Signature [Signature] Date 5-31-16
 Telephone # 800-322-4853 Fax # 850-477-2458

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

Remit To: _____

Check block below for applicable minority indicator:

- | | | | |
|--|---|---|--|
| <input type="checkbox"/> Asian Indian | <input type="checkbox"/> Black | <input type="checkbox"/> Asian Pacific | <input type="checkbox"/> Hispanic |
| <input type="checkbox"/> Native American | <input type="checkbox"/> Small Business | <input checked="" type="checkbox"/> Women Owned | <input type="checkbox"/> Small Disadvantage Business |

**BUSINESS TAX RECEIPT
ESCAMBIA COUNTY, FL**

JANET HOLLEY, CFC
Tax Collector

THIS BUSINESS TAX RECEIPT EXPIRES

September 30, 2016

THE ISSUANCE OF THIS RECEIPT
DOES NOT ENSURE COMPETENCY

2015 - 2016

HOLDER IS HEREBY AUTHORIZED TO ENGAGE IN
THE BUSINESS, PROFESSION, OR OCCUPATION OF

TRADING WHOLESALE
7790 SEARS BLVD

PAID-9100341.0001-0001 150 07/30/2015 26.25

ACCT. NO. 74090 GROUP TYPE 053102 TOTAL 26.25

GULF ICE SYSTEMS INC

This business tax receipt is in addition to and not in lieu of any other license required by law or municipal ordinance and is subject to regulations of zoning, health, contractor licensing, and other lawful authority.

P O BOX 15151
PENSACOLA FL 32514

OWNER: HOWELL PATRICIA M

DETACH BEFORE DISPLAYING RECEIPT



Janet Holley, CFC
ESCAMBIA COUNTY TAX COLLECTOR
Post Office Box 1312
Pensacola, FL 32591
Phone: 850-438-6500
Email: ectc@EscambiaTaxCollector.com
Web: www.EscambiaTaxCollector.com

**IMPORTANT INFORMATION
ABOUT YOUR BUSINESS
TAX RECEIPT**

The law requires this business tax receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County.

A business tax receipt is in addition to and not in lieu of any other license required by law or municipal ordinance and is subject to regulations of zoning, health, contractor licensing, and any other lawful authority.

All business tax receipts expire September 30 of each year.

Contact our office by phone at (850) 438-6500, ext. 3252 or by email at ectc@EscambiaTaxCollector.com if any of the following changes occur with your business:

- Ownership
- Location
- Name

Note: If your business is closing, an application for a Going Out of Business Permit may be required, along with the surrender of your original business tax receipt and payment of any outstanding tangible tax liability for the business.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/01/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiles-McLeod Insurance, Inc. PO Box 2747 Pensacola, FL 32513 Chris G. Pate	CONTACT NAME: Chris G. Pate	
	PHONE (A/C, No, Ext): 850-432-9912 FAX (A/C, No): 850-432-3875 E-MAIL ADDRESS: cpate@hilesmcleod.com	
INSURED Gulf Ice Systems Inc. Patricia Howell 7790 Sears Blvd Pensacola, FL 32514	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : St. Paul Fire & Marine Ins. Co	24767
	INSURER B : Cincinnati Insurance Company	10677
	INSURER C : Auto Owners Ins Co.	18988
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL (NSD)	SUBR (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		CAP5173360	07/02/2015	07/02/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		9544667000	07/02/2015	07/02/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X		ZUP-91M09735-15-NF	07/02/2015	07/02/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Fort Pierce and their Members, officials, officers and employees are listed as additional insured. 30 Day Notice of Cancellation has been added by endorsement.

CERTIFICATE HOLDER

CANCELLATION

CITYFTP City of Fort Pierce Purchasing Department P.O. Box 1480 Fort Pierce, FL 34954-1480	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



hereby grants

National Women's Business Enterprise Certification to Gulf Ice Systems, Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Council – South, a WBENC Regional Partner Organization.

Expiration Date: 11/30/2016
WBENC National Certificate Number: 232198

Blanca E. Robinson

Authorized by Blanca E. Robinson, President,
Women's Business Enterprise Council – South



NAICS Codes: 423740

UNSPSC Codes: 24131901, 40161502, 24131903



State of Florida

Department of State

I certify from the records of this office that GULF ICE SYSTEMS, INC. is a corporation organized under the laws of the State of Florida, filed on June 17, 1985.

The document number of this corporation is H62302.

I further certify that said corporation has paid all fees due this office through December 31, 2015, that its most recent annual report/uniform business report was filed on January 15, 2015, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fifteenth day of January, 2015*



Ken Deitzner
Secretary of State

Authentication ID: CC9631314017

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>



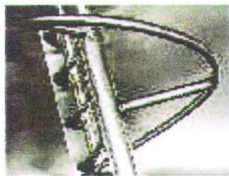
BAGGING ICE DISPENSERS

GENERAL SPECIFICATIONS

- INTERIOR..... STAINLESS STEEL, TYPE 304 TANK, FULLY WELDED SEAMS.
- EXTERIOR..... POLISHED STAINLESS STEEL or STUCCO ALUMINUM.
GALVANIZED STEEL BACK and BOTTOM (STAINLESS STEEL OPTIONAL).
- INSULATION..... 2" FOAMED IN PLACE URETHANE (NON-CFC)
- DRAIN..... 1/2" MPT, BOTTOM.
- LEGS..... STAINLESS STEEL PIPE LEGS WELDED INTO AN ANGLE IRON FRAME.
ADJUSTABLE STAINLESS STEEL FEET.
- DELIVERY SYSTEM..... SPIRAL AUGER TYPE, STAINLESS STEEL CONSTRUCTION.
- ELECTRICAL..... 115v/60hz/1ph (1) 3/4 HP GEAR MOTOR, 10.8 AMPS.
- OPTIONS..... BAG BLOWER, PORTION TIMER, BAG TAPER, COIN OR TOKEN MECHANISM.

Key Benefits

- SD SERIES - GREAT FOR BEVERAGE STORES, CONVENIENCE STORES, GAS STATIONS OR ANY LOCATION WISHING TO USE OR BAG DISPENSED ICE.
- AUTOMATIC - ICE IS DISPENSED BY FOOT PEDAL CONTROL .
- DELIVERY SYSTEM - STAINLESS STEEL DELIVERY AUGER DRIVEN BY A HEAVY DUTY GEAR MOTOR THROUGH A ROLLER CHAIN DRIVE SYSTEM.
- AGITATION SYSTEM - ALL STAINLESS STEEL AGITATOR IS POWERED THE SAME GEAR MOTOR THROUGH A CONNECTING ROLLER CHAIN DRIVE SYSTEM.
- SERVICEABILITY - THE ENTIRE UNIT IS SERVICEABLE FROM THE FRONT AND REAR. ALL SHAFTS CAN BE REMOVED FROM THE FRONT. THIS ELIMINATES SIDE CLEARANCE AND MINIMIZES SPACE REQUIRED FOR REAR CLEARANCE (12").



HEAVY DUTY DELIVERY AUGER AND AGITATOR FOR TROUBLE-FREE OPERATION

Model Specifications

MODEL NUMBER	APPROX STORAGE (lbs.)	WIDTH (in.)	DEPTH (in.)	HEIGHT (in.)
SD-650	650	34 1/4	30	78
SD-900	900	48 1/4	30	78

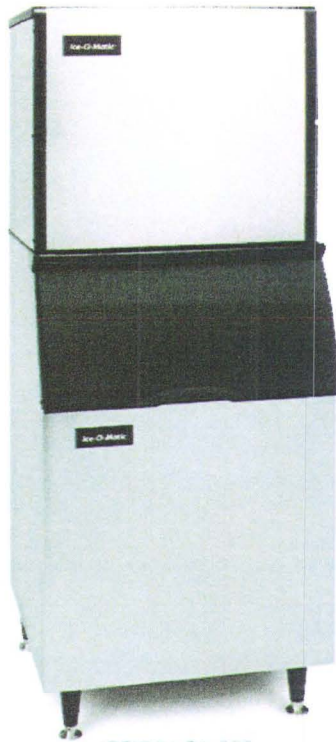
Height includes 32" for stand which can be taller or shorter.

*For overall depth, add 16" for front nozzle and rear cover.

Allow 12" behind unit for servicing.

Gulf ICE Systems, Inc.

7790 Sears Blvd.
Pensacola, FL 32514
Ph. (850) 474-1784
Fx. (850) 477-2458
1-800-322-4853



ICE1006 CH B55

Features

- Only 30" (762 mm) wide.
- Produces up to 997 lbs (453 kg) of ice per day.
- Harvest Assist provides consistent ice production for the life of the ice maker while reducing energy consumption and increasing capacity.
- Pure Ice® exclusively by Ice-O-Matic. Built-in antimicrobial protection for the life of the ice maker inhibits bacteria growth on ice maker surfaces. Ice-O-Matic's optional water filtration system provides protection against unpleasant tastes, odors and scale formation.
- Durable, electroless nickel plating on all evaporator plates ensures reliability.
- Longest warranty in the industry. Purchase an Ice-O-Matic water filter with your cube ice maker, replace the filter every six months, and the evaporator warranty is extended to 7 years parts and labor (available in the U.S. and Canada only).
- Constructed from corrosion-resistant stainless steel and fingerprint-proof plastic.

Options & Accessories

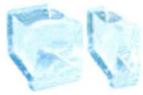
Ice Machine Model	WATER FILTERS		
	Manifold		Inline
	System	Replacement	System
ICE1006	IFQ2	IOMQ (2)	N/A
ICE1005			
ICE1007			

Ice Maker Warranty

Every Ice-O-Matic ice maker is backed by a warranty that provides both parts and labor coverage.

- Three years **Parts and Labor**.
- Five years **Parts** coverage on the evaporator and compressor.
- Seven years **Parts and Labor** on the evaporator when you purchase an Ice-O-Matic water filter with your cube ice maker and replace the filter every six months (available in the U.S. and Canada only).

Ice Form



CUBE

FULL CUBE DIMENSIONS	
W x D x H (in.)	7 1/8 x 7 1/8 x 7 1/8
W x D x H (mm)	22 x 22 x 22
HALF CUBE DIMENSIONS	
W x D x H (in.)	3 7/8 x 7 1/8 x 7 1/8
W x D x H (mm)	10 x 22 x 22

Bin Chart Kits for Combining Wider Bins with Smaller Models

Model No.	ICE STORAGE BINS									
	B25	B40	B42	B55	B700	B1000	B100	B1300	B1325	B1600
Capacity	242 lbs (110 kg)	344 lbs (156 kg)	351 lbs (160 kg)	510 lbs (232 kg)	680 lbs (308 kg)	1000 lbs (454 kg)	854 lbs (388 kg)	1320 lbs (599 kg)	1325 lbs (601 kg)	1660 lbs (753 kg)
Width	30 in (762 mm)	30 in (762 mm)	22 in (559 mm)	30 in (762 mm)	30 in (762 mm)	30 in (762 mm)	48 in (1219 mm)	48 in (1219 mm)	60 in (1524 mm)	60 in (1524 mm)
Kits	ICE1006		ICE1005		ICE1007		Kit Not Required		N/A	
	Kit Not Required		N/A		Kit Not Required		KBT 5		Filler Kit Included	

*See Ice-O-Matic Price List for Adapter Kits to combine ice makers with most available ice/beverage dispensers.

ICE1006/1005/1007 CUBE ICE MAKER