

**DELIVER TO:**  
 City of Fort Pierce, Purchasing Division  
 Room 101  
 100 North U.S. #1  
 Fort Pierce, FL 34950

**MAIL TO:**  
 City of Fort Pierce Purchasing Division,  
 Room 101  
 P.O. Box 1480  
 Fort Pierce, FL 34954-1480

**CITY OF FORT PIERCE**



**INVITATION TO BID  
 and  
 BIDDER ACKNOWLEDGMENT**

**Bid Writer:** Latonya Hubbard, 772-467-3102

**Bid No:** 2023-024

**Mandatory Site-Visit:**  
 N/A

**Bid Title:** DISPOSITION OF FPRA SURPLUS  
 PROPERTIES – 1204 AVENUE E

**Mandatory Site-Visit Location:**  
 N/A

**Bid Opening Location:**  
 Purchasing Division Conference Room, Room 101  
 100 North U.S. #1, 1st Floor  
 Ft. Pierce, Florida 34950

**Bid Due Date & Time**  
 3:30PM, THURSDAY, FEBRUARY 27, 2023

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

*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 proposer.*

**Mailing Address:**  
 \_\_\_\_\_  
 \_\_\_\_\_

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

**City, State, Zip Code:**

**Typed or Printed Name:**

**Type of Entity (Select one):**  
 Corporation \_\_\_\_\_  
 Partnership \_\_\_\_\_  
 Proprietorship \_\_\_\_\_

**Title:**

**Incorporated in the State of:** \_\_\_\_\_ **Year:** \_\_\_\_\_

**Delivery in** \_\_\_\_\_ **days, After Receipt Order**

**Phone Number:**

**Payment Terms:**

**Fax Number:**

**FEIN or SS Number:**

**E-Mail Address:**

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

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

**If returning as a "No Bid" state reason:**

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

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## SECTION I

### GENERAL CONDITIONS, INSTRUCTIONS, AND INFORMATION FOR PROPOSERS

#### 1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and 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 two (2) complete sets (one [1] original and one [1] electronic copy (PDF) on a Flash Drive) 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 proposers 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/Bid 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 RESPONSE

If not submitting a bid, respond by returning only the Proposer 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 City's web site: <https://www.cityoffortpierce.com> and Demandstar <https://www.demandstar.com> .

6. **TAXES**

The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. If requested, the Purchasing Director will provide an exemption certificate to the awarded Proposer. 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 9. 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 Purchasing Department. Bidders who obtain Bid Documents from other sources must officially register with the City 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 borne 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**

Sealed bids, bids, or replies received by an agency pursuant to a competitive solicitation are exempt from § 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, bids, or final replies, whichever is earlier.

**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.

**36. CANCELLATION**

This request may be cancelled and any response, bid or bid may be rejected in whole or in part at any time for good cause when in the best interest of the City and /or the Fort Pierce Redevelopment Agency. Section 2-63(a)(7) of the City Code.

**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

### INSTRUCTIONS TO BIDDERS

1. **BID OPENING DATE**

Bids are due on or before **3:30 PM, THURSDAY, FEBRUARY 27, 2023**

2. **DELIVERY OF BIDS**

Bid response may be submitted in hard copy or electronically. Please see below instructions for submitting your bid response.

**HARD COPY SUBMISSIONS**

One (1) original and one (1) copy of sealed BIDS. DO NOT USE RINGED BINDERS OF ANY KIND. All copies will be on 8 ½" x 11" plain, white paper, typed or printed, and signed by the Bidder's contractually binding authority and shall be mailed or delivered to:

**Delivery Address:**

**City of Fort Pierce  
Attn: Purchasing Division,  
Room 101  
100 North U.S. #1  
Fort Pierce, FL 34950**

**Mailing Address:**

**City of Fort Pierce  
Attn: Purchasing Division,  
Room 101  
P.O. Box 1480  
Fort Pierce, FL 34954-1480**

**OPTIONS FOR ELECTRONIC SUBMISSIONS**

Are as follows:

- Via Demandstar Website, ([www.demandstar.com](http://www.demandstar.com)) Electronic Bid (E-Bid). Instructions are provided. Please **(see attachment)**
- By forwarding your response, pdf format to [purchasing@cityoffortpierce.com](mailto:purchasing@cityoffortpierce.com) no later than 3:30PM EST, February 27, 2023,. **If you decide to use this submission option, your entire submission must be submitted electronically. Please do not mail hard-copies.**

**NOTE:** Please ensure that if a third-party carrier (Federal Express, UPS, etc.) is used, that the third party is properly instructed to deliver the Bid Submittal **only** to Room 101, in the Purchasing Division on the first (1<sup>st</sup>) floor at the above address.

Bids mailed to 100 N.US Highway 1 via the United States Postal Services (USPS) are delivered to the Post Office, not to the physical address and, therefore, may not meet the requirements of Selection 2 above. To be considered, a Bid must be received and accepted in the Purchasing Division before the Bid closing date and time.

Copies of the bid documents are available electronically from the Purchasing Division by e-mail request to [purchasing@cityoffortpierce.com](mailto:purchasing@cityoffortpierce.com) or on the website of Demandstar.com ([www.demandstar.com](http://www.demandstar.com)) and the web site of the City of Fort Pierce (<http://www.cityoffortpierce.com/187/Purchasing>).

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

**3. INQUIRIES/QUESTIONS**

**3.1** All inquiries will be in a written format and addressed to City of Fort Pierce Redevelopment Specialist with a copy to the Purchasing Agent:

**TO**

City of Fort Pierce  
**Miriam Garcia**  
Redevelopment Specialist  
P. O. Box 1480  
Fort Pierce, FL 34954-1480  
Fax: (772) 466-5808  
Email: [mgarcia@cityoffortpierce.com](mailto:mgarcia@cityoffortpierce.com)

**COPY**

City of Fort Pierce  
**Latonya Hubbard**  
Purchasing Agent  
P.O. Box 1480  
Fort Pierce, FL 34954-1480  
Fax: (772) 467-3748  
Email: [purchasing@cityoffortpierce.com](mailto:purchasing@cityoffortpierce.com)

**3.2** No inquiries will be received after, **Monday, February 20, 2023, 5:00 P.M.**

**4. 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.

**5. PURCHASING CARD PROGRAM**

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

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

# STATEMENT OF WORK

## 1. **OBJECTIVE**

The restoration of Fort Pierce’s neighborhoods is a key strategy to revitalizing the Fort Pierce Redevelopment Area (FPRA) and City of Fort Pierce as a whole. One way to accomplish this goal is to dispose of surplus property owned by the City/FPRA. The City of Fort Pierce and Fort Pierce Redevelopment Agency sell City and FPRA-owned real property declared as surplus. Once the property has been declared as surplus by the City Commission/FPRA Board, the property shall be offered for sale to the public with a Invitation for Bids (BID).

The City of Fort Pierce and the Fort Pierce Redevelopment Agency have declared surplus and now offer for sale the following described real properties (the “Properties”) owned by the City of Fort Pierce or Fort Pierce Redevelopment Agency (the “FPRA”):

- **1204 Avenue E**

The City of Fort Pierce and the Fort Pierce Redevelopment Agency reserves the right to accept or reject any or all bides, to award bids on a split-order basis by item number when applicable, to waive any bid in formalities and to re-advertise for bids when deemed in the best interest of the City of Fort Pierce.

## 2. **GENERAL PROPERTY CONDITIONS**

The subject properties are listed as follows:

### **1204 Avenue E – Parcel ID# 2404-823-0007-050-7**

The subject property is located at 1204 Avenue E in the City of Fort Pierce, Florida. The lot is rectangular in shape and consists of +/- 0.29 acres or 12,470 square feet. This property is located in the historic Lincoln Park district and is close to shopping, restaurants and beaches.

The St. Lucie County Property Appraiser property detail for 2404-823-0007-050-7 is included as Exhibit “A”.

The property is zoned Medium Density Residential R-4.

## 3. **BID TIMELINE**

<b>Advertise</b>	February 03, 2023
<b>Last Day for Inquires/ Question</b>	February 20,2023; 5:00 PM
<b>Bid Due Date</b>	February 27, 2023; 3:30 PM
<b>FPRA Board</b>	March 2023

## 4. **TERMS AND CONDITIONS**

Sale of this property will be “as is” and title will be transferred via a Quit Claim Deed. The City will be conveying title to the property by Quit Claim Deed without warranty of title. The City makes no representation that the property is free and clear of all liens and encumbrances.

The sale shall be conditioned upon the offer and submittal requirements. The Bidder will be responsible for all costs to meet code requirements, and other construction costs, if necessary. If the buyer does not commence construction within 18 months of closing, there may be a possibility of reverter. The City, at its sole option, may exercise its reversionary interest in the event the developer does not comply with the deed restrictions.

**5. MANDATORY DEPOSIT**

A security deposit of ten percent (10%) of the purchase price will be due from the highest ranked proposer in the form of a certified or cashier's check, payable to the City of Fort Pierce. The security deposit must be submitted within 7 calendar days of notification of highest ranked proposer. The deposit must be received prior to the recommendation of award to appropriate governing body. If the deposit is not received, the City at its sole discretion may award to the second highest ranked respondent, cancel or reissue the solicitation.

The security deposit will be returned if the bid is not accepted by the governing body within ninety (90) days. Should the bid be accepted, the deposit will be applied to the purchase cost.

**6. BID SUBMITTAL REQUIREMENTS**

The bid shall be submitted in a concise, organized format divided by the following three (3) tabs:

**A. TAB 1: Proposer**

**a. Summary**

- i. Developer – If you are a developer – must provide a summary of their experience in the field of property development and provide evidence that they are fully competent to develop the property. In
- ii. addition, developers and/or contractors shall provide images of previous work. OR
- iii. Owner/Occupant – If you are neighboring property owner or future occupant, please provide a letter explaining why you want to purchase the property.
- iv. Financial Capacity - Proposers proof of financial ability to complete the development project including the construction. Proof may be letter of credit, loan commitment, or proof on cash on hand, or some other form as approved by the City. Grants or special financing must be listed but cannot be counted as proof as financial ability unless a copy of the award notice or other acceptable guarantee is provided.

**B. TAB 2: Development Plan**

- a. Preliminary Building Plans- Preliminary building plans including elevations floor plans, facades, and landscaping.
- b. Project Timeline- Provide a project schedule identifying specific key tasks and milestones necessary to concurrently develop multiple lots and ensure projects are completed on time and within budget.
- c. Construction Budget/Cost Estimates - improvements by a knowledgeable & experienced third-party professional, e.g., an engineer, architect, or licensed contractor.
- d. Utilization - Will this be your primary residence? If not, what do you intend to develop the property for?

**C. Required Forms**

- a. Invitation to Bid Form
- b. Offer to Purchase/ Bid Response Form

**7. SELECTION PROCESS/EVALUATION CRITERIA**

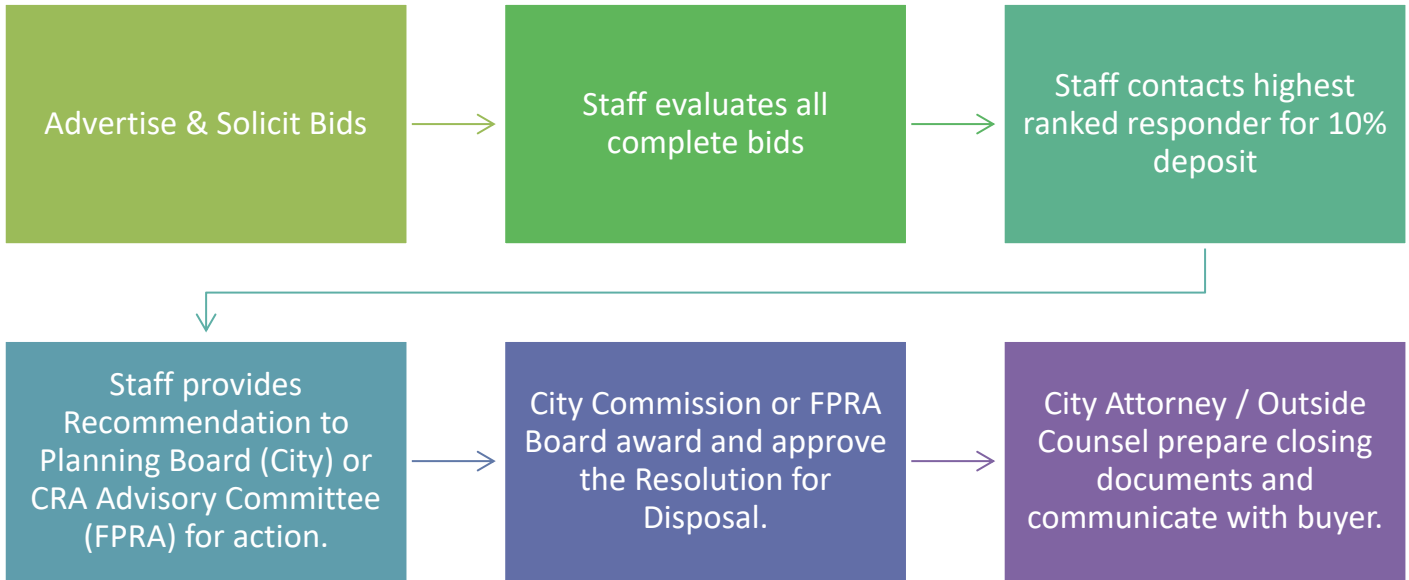
The City of Fort Pierce shall select the best responsive proposer/bid based upon the evaluation criteria, see below.

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:

SCORING/EVALUATION CRITERIA FOR ACCEPTANCE OF SUBMITTALS	POSSIBLE POINTS
<b>Development Plan</b>	<b>MAX 20</b>
Preliminary building plans including elevations, floor plans, facades, landscaping plan	20
Sketches of plans to be developed	15
Detailed description with no drawings	5
<b>Timeline to complete the construction project</b>	<b>MAX 20</b>
Within one year	20
Between 1 to 2 years	15
More than 2 years but less than 3 years	5
<b>Construction Cost Estimates</b>	<b>MAX 10</b>
Detailed cost estimate from licensed contractor	10
Proposer estimated cost with no 3 <sup>rd</sup> party backup	5
<b>Proof of Financial Ability/Letter from Financial Institution (proof of financial ability to purchase the lot and construct)</b>	<b>MAX 15</b>
<b>Property Utilization Developed for Residential Use</b>	<b>MAX 20</b>
Owner Occupied	20
Develop for Resale	15
Neighboring property owner	10
Develop as Rental Property	5
<b>Narrative/Summary of development</b>	<b>MAX 15</b>
<b>Total Project Score</b>	<b>100</b>

**8. AWARD PROCESS**





**CITY OF FORT PIERCE**  
**OFFER TO PURCHASE/BID RESPONSE FORM**  
**DISPOSITION OF CITY SURPLUS PROPERTIES**  
Bid No. 2023-024

Date: \_\_\_\_\_

**I/we propose to purchase property located at: 1204 Avenue E**

**PROPOSED SUBMITTED BY:**

Legal Name (s): \_\_\_\_\_

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

Day-time Phone Number: \_\_\_\_\_ Mobile Number: \_\_\_\_\_

Email: \_\_\_\_\_

**INTENDED USE**

I/we propose to use the property for:

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

Will this property be your primary residence? \_\_\_\_\_ Yes \_\_\_\_\_ No

If not above, what do you intend to develop the property for: \_\_\_\_\_ Rental \_\_\_\_\_ Resale \_\_\_\_\_ Other

**IMPROVEMENTS**

In consideration for the City of Fort Pierce transferring the property, I/we propose to make the following improvements. (Provide a detailed description of the project outlining intended use of the property with a description of rehabilitation, renovation, modifications, or new construction):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Attach pages as needed)

Total value of all proposed improvements to the property: \$ \_\_\_\_\_

**BID/BID AMOUNT**

I/we offer to pay the City of Fort Pierce \$ \_\_\_\_\_ for the property.

**REQUIRED INFORMATION**

To be considered complete, the following documentation/information must be submitted. Please indicated if the information is included with this submittal in the tabbed format as describe above. Only complete bids will be considered.

Yes  No **Development Plan** – Preliminary building plans including elevations floor plans, facades and landscaping.

Yes  No **Timeline to complete construction project**

Yes  No **Construction Cost Estimate-** improvements by a knowledgeable & experienced third-party professional, e.g., an engineer, architect, or licensed contractor.

Yes  No **Proof of financial ability** to complete the project. Proof may be letter of credit, loan commitment, or proof on cash on hand, or some other form as approved by the City. Grants or special financing must be listed but cannot be counted as proof as financial ability unless a copy of the award notice or other acceptable guarantee is provided.

Yes  No **Property Utilization/Intended Use** – Will this be your primary residence? If not, what do you intend to develop the property for?

Yes  No **Narrative/Summary from Developer OR Neighboring Property Owner/Occupant**

**BIDDER'S ACKNOWLEDGEMENT**

The Bidder understands that information contained in this Bid Form is to be relied upon by the City of Fort Pierce in awarding the specified Bidder, and such information is warranted by the Bidder to be true. Bidder understands that the City/Agency has the right to verify the information submitted and to seek any additional information relating to the Bidder's qualifications. The discovery of any misstatement, which, in the sole opinion of the City/Agency, materially affects the Bidder's qualifications to perform, shall cause the rejection of the Bid, and if after the award, to cancel the sale of agreement. The Bidder acknowledges that the deed will include a clause stating that the property reverts to the City of Fort Pierce if substantial compliance with the provisions of the bid is not met according to an agreed upon timeline.

\_\_\_\_\_  
**Bidder of Authorized Representative**

\_\_\_\_\_  
**Typed Name**

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

## 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 the Bidder's Narrative/Summary included?	_____	_____
Is the proof of Financial Ability/Letter from financial institution included?	_____	_____
Is the Development Plan included:	_____	_____
Preliminary building plans included	_____	_____
Timeline to complete the construction project	_____	_____
Construction cost estimates included	_____	_____
Landscaping plans	_____	_____
Property development utilization	_____	_____
Is Invitation to Bid cover page (page 1) completed, signed, and attached?	_____	_____
Is the Offer to Purchase Form (page age 14-16) completed, signed and attached?	_____	_____
Bid envelope is marked accordingly.	_____	_____

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

# EXHIBIT "A"

## Property Information Card

# 1204 Avenue E

## 2404-823-0007-050-7



The subject property is located at 1204 Avenue E in the City of Fort Pierce, Florida. The lot is rectangular in shape and consists of +/- 0.29 acres or 12,470 square feet. This property is located in the historic Lincoln Park district and is close to shopping, restaurants, and beaches.

**PARCEL ID:**

2404-823-0007-050-7

**LOT SIZE:**

0.29 ac or 12,470 sf

**ZONING:**

R4 – Medium Density  
Residential

