DELIVER TO: City of Fort Pierce, Purchasing Department Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Department, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**INVITATION TO BID** **and** **BIDDER ACKNOWLEDGMENT**
Bid Writer: Annie Carisma, (772) 275-0759	**Bid No: 2027-005**
Pre-Bid Conference: 09:00 A.M., TUESDAY, OCTOBER 06, 2026	**Bid Title: HOLIDAY LIGHTING INSTALLATION, MAINTENANCE AND REMOVAL SERVICES AT MARINA SQUARE**
Site-Visit Location: 100 NORTH U.S. HIGHWAY 1 ENGINEERING CONFERENCE ROOM, 1ST FLOOR FORT PIERCE, FL 34950	**Bid Opening Location:** Purchasing Department Conference Room, Room 101 100 North U.S. #1, 1st Floor Fort Pierce, Florida 34950
Bid Due Date & Time: 3:00 PM, WEDNESDAY, OCTOBER 14, 2026	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Bidder Name: _____ **Mailing Address:** _____ _____	*I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.* X_____ Authorized Signature (Manual)
City, State, Zip Code:	Typed or Printed Name:
Type of Entity (Select one): Corporation _____ Partnership _____ Proprietorship _____	Title:
Incorporated in the State of: Year:	Delivery in _____days, ARO
Phone Number:	Payment Terms: Net 30 Days
Fax Number:	FEIN or SS Number:
E-Mail Address:	Local Business: ___Y ___N MWBE: ___Y ___N
Bid Security is attached, when required, in the amount of $ _____ F.O.B. DESTINATION	**If returning as a "No Bid" state reason:**

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID

Table of Contents

SECTION I – GENERAL CONDITIONS, INSTRUCTIONS, AND INFORMATION FOR BIDDERS

1	GENERAL INFORMATION	1
2	DELAYS	1
3	EXECUTION OF BIDS	1
4	NO BID	1
5	BID OPENING	1
6	TAXES	2
7	DISCOUNTS	2
8	MISTAKES	2
9	INVOICING AND PAYMENT	2
10	DELIVERY	3
11	NO ADDITIONAL TERMS AND CONDITIONS	3
12	INTERPRETATION	3
13	ADDENDUMS	3
14	DISPUTES	4
15	CONFLICT OF INTEREST	4
16	LEGAL REQUIREMENTS	4
17	DRUG FREE WORKPLACE	4
18	PUBLIC ENTITY CRIMES	4
19	AWARD	4
20	EEO STATEMENT	5
21	CONTRACTUAL AGREEMENT AND / OR PURCHASE ORDER	5
22	GOVERNMENTAL RESTRICTION	5
23	PATENTS AND ROYALTIES	5
24	ADVERTISING	5
25	ASSIGNMENT	5
26	COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH (O.S.H.A.)	5
27	FACILITIES	6
28	REPRESENTATION	6
29	DISQUALIFICATION OF BIDDER	6
30	ADJUSTMENTS / CHANGES / DEVIATIONS	6
31	INSURANCE	6
32	PUBLIC RECORDS	6
33	BID PREPARATION COSTS	6
34	COOPERATIVE PURCHASING	7
35	CANCELLATION / REJECTION OF BIDS	7
36	REGISTRATION WITH THE FLORIDA DEPARTMENT OF STATE	7
37	ADDITIONAL RESERVED RIGHTS	7
38	APPLICABLE LAWS	8
39	PROFESSIONAL STANDARDS	8
40	PROHIBITION AGAINST CONTINGENT FEES	9
41	ACCURACY OF BIDS	9

SECTION II – INSURANCE REQUIREMENTS **10**

SECTION III – INSTRUCTIONS TO BIDDERS **16**

1	PURPOSE	16
2	BID OPENING DATE	16
3	DELIVERY OF BIDS	16
4	PERMITS AND LICENSES	17
5	CONTRACT TERMS	17
6	INQUIRIES / QUESTIONS	18
7	SUBMITTAL REQUIREMENTS (PASS / FAIL)	18
8	ADMINISTRATIVE REVIEW BASED ON (PASS / FAIL) CRITERIA	18
9	CERTIFICATE OF USE (PASS / FAIL)	18
10	BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE) (PASS / FAIL)	18
11	PROOF INSURANCE (PASS / FAIL)	18
12	W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM (PASS / FAIL)	19
13	CERTIFICATE OF INSURANCE AND BONDING REQUIREMENTS	19
14	EVALUATION CRITERIA	19
		19
15	LICENSING	19
16	REFERENCE CHECK FORM (PASS/FAIL)	19
17	BID VALIDITY OF BID	19

SECTION IV – STATEMENT OF WORK **20**

SECTION V – REQUIRED FORMS 29

1	SUMMARY OF REQUIRED FORMS	30
2	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION	31
3	DRUG-FREE WORKPLACE FORM	32
4	PUBLIC ENTITY CRIMES AFFIDAVIT	33
5	E-VERIFY AFFIRMATION STATEMENT	36
6	CONFLICT OF INTERST STATEMENT	37
7	AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR OR SERVICES	39
8	REFERENCES	41
9	W-9 FORM	42
10	BID RESPONSE FORM	43
11	BIDDER’S CHECKLIST	44

SECTION I

GENERAL CONDITIONS

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 their bid completely with all supporting documentation. SUBMITTAL OF A BID IN RESPONSE TO 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 BIDS

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 Bidder/Bid Acknowledgment cover page and on the Bid Response Form. FAILURE TO PROPERLY SIGN SHALL INVALIDATE BID, 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 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 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 18. 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 bidders 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 bidders 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 bidders 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. 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

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. ADVERTISING

In submitting a bid, the 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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 bidder 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.

32. 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.

33. 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.

34. COOPERATIVE PURCHASING

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

35. CANCELLATION / REJECTION OF BIDS

This request may be cancelled and any response, bid may be rejected in whole or in part at any time for good cause when in the best interest of the City of Fort Pierce. The

City reserves the rights pursuant to Section 2-439 (a)(7) of the City Code to accept all or any part of the submittal and to increase or decrease quantities to meet additional or reduced requirements of the City. Any sole response received by the submission date may or may not be rejected by the City depending on the available competition and the current needs of the CITY. Reasons for rejection shall be provided upon request by unsuccessful bidders or offerors.

36. REGISTRATION WITH THE FLORIDA DEPARTMENT OF STATE

In accordance with Florida Statute 607.0505, each corporation, foreign corporation, or alien business organization that transacts business in this state shall have and continuously maintain in this state a registered office and a registered agent and shall file with the Department of State. The awarded Bidder shall be registered with the Florida Department of State, Division of Corporations.

37. ADDITIONAL RESERVED RIGHTS

a. To be **responsive**, a bidder shall submit qualifications which conform in all material respects to the requirements set forth in the bid document. To be a **responsible** bidder, the bidder shall have the capability in all respects to fulfil fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. The City reserves the right to conduct such an investigation, as it deems necessary to determine the ability of any bidder to deliver the goods or service requested. This information may be obtained from the bidder or any credible source. All information requests will be done through the Purchasing Department. Such information may include but shall not be limited to current financial statements, verification of availability of equipment and personnel, and past performance records.

b. The City may disqualify a bidder from being awarded a City contract if the Purchasing Manager determines after an investigation that the bidder is “not responsible,” based on a poor performance record with the City, a lack of adequate equipment and personnel, insufficient financial wherewithal, or other factors that indicate the bidder is not capable of performing the contract.

c. Unless otherwise stated in this bid specification, any contracts resulting from this bid

d. are non-exclusive. The City reserves the right, in its sole opinion, to purchase goods or services listed in this bid through the State of Florida Contracts, cooperatives, other current government contracts, and non-profit contracts as provided in the City of Fort Pierce Procurement Code. The City reserves the rights to solicit separate requirements that are a portion of a larger contract as a whole. Additionally, at the City's sole option, additional contracts may be entered into as a result of such situations as unusual volumes, time/delivery requirements, special requirements, other brands, lease, project specific requirements, or similar situations.

e. If any contract awarded as a result of this bid is terminated, the City reserves the right to go to the next lowest responsive bidder with the balance of the contract, unless otherwise stated in the Bid specification.

38. APPLICABLE LAWS

Bidders must be authorized to transact business in the State of Florida. Copy of the Registration Certificate and information should be submitted with bid but is not required. Registration must be completed before a contract can be signed. Applicable provisions of all federal, state, county and local laws and of all ordinances, rules and regulations shall govern development submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City of Fort Pierce, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof. This includes revisions as amended thereof. Any involvement with the City of Fort Pierce shall be in accordance with but not limited to the following:

a. City of Fort Pierce Ordinances

b. Pursuant to Florida Statutes Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed bids received by the CITY.

c. It shall be the responsibility of the bidder to ensure compliance with all other federal, state, county, or city codes, rules, regulations or other requirements, as each may apply.

Pursuant to this solicitation, the responses are exempt from s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution, until the agency provides notice of a decision or intended decision in accordance with s. 119.071(2), or within 30 days after the bid opening, whichever occurs first.

39. PROFESSIONAL STANDARDS

a. The successful bidder shall covenant and agree that it and its employees have complied with the Florida Statutes pertaining to the licensing of employees, as applicable.

b. In the event the successful bidder shall be placed in any form of bankruptcy or make an assignment for the benefit of creditors, the City may declare the same a default of the agreement which may be terminated pursuant to these terms

and conditions.

c. The successful bidder warrants that it has not employed or retained any company or person, other than a Bonafide employee working solely for the successful bidder, to solicit or secure the agreement, and that it will not pay or agree to pay any person, company, corporation, individual or firm other than a Bonafide employee working solely for the successful bidder any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of the agreement. For breach or violation of this condition, the City shall have the right to terminate the agreement without liability and at its discretion to deduct from the agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

40. PROHIBITION AGAINST CONTINGENT FEES

It shall be unethical for a person to be retained, or to retain any company or person, other than a Bonafide employee working solely for the Bidder to solicit or secure a Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a Bonafide employee working solely for the Bidder, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Contract. For the breach or violation of this provision, The City of Fort Pierce shall have the right to terminate the Contract at its sole discretion, without liability and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

41. ACCURACY OF BIDS

Any Bidder which submits in its bid to The City of Fort Pierce any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

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

INSURANCE REQUIREMENTS

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

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

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

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

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

which would result from the

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

(3) **GENERAL LIABILITY INSURANCE.**

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

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

(4) **AUTOMOBILE LIABILITY INSURANCE.**

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

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

(5) **WATERCRAFT LIABILITY**

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

Each Occurrence/Annual Aggregate	$1,000,000

(6) **PAYMENT BOND AND PERFORMANCE BOND**

CONTRACTOR shall execute, deliver to the CITY, in accordance with the performance and payment bond requirement, and record in the public records of the county where the improvement is located, a statutory

payment bond and a common law performance bond in the amount of this Contract. CONTRACTOR shall provide the CITY with a true copy of the recorded bond(s) as evidence of such recording. The payment and performance bonds shall be issued using the Statutory Payment Bond form and the Common Law Performance Bond form provided by the CITY.

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

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

(7) **GENERAL CONDITIONS**

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

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

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

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

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

(10) **All Insurance policies provided by the contractor shall be endorsed to provide the City with thirty (30) days' notice of cancellation. Contractor shall furnish the City with (a) a fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies) and a copy of the actual**

additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of City's officials, officers and employees as Additional Insureds in the Commercial General Liability coverage; (b) the original of the policy(ies); or (c) other evidence satisfactory to City. Until such insurance is no longer required by this Contract, the Contractor shall provide the City with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

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

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

PERFORMANCE AND PAYMENT BONDS

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

(B) **SURETY'S QUALIFICATIONS:** All bonds required under this Contract, including, but not by way of limitation, any Bid Bond, Common Law Performance Bond or Statutory Payment Bond, shall be written through a

reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety which holds a certificate of authority authorizing it to write surety bonds in Florida meeting the following requirements:

(1) Ratings by A.M. Best

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

Contract Price			Best's Rating Classification	Financial Size Category
From:	$	00.00	No Bond	No Bond
To:	$	50,000.00	Required	Required
From:	$	50,000.01	No Minimum	No Minimum
To:	$	100,000.01	Required	Required
From:	$	100,000.01	No Minimum	No Minimum
To:	$	500,000.00	Required	Required
From:	$	500,000.01	A-or better	IV or larger
To:	$	2,500.000.00		
From:	$	2,500.000.01 Or more	A-or better	V or larger

(1) Circular 570

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

(2) Contract amount of $500,000 or Less

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

(a) The surety company is licensed to do business in the State of Florida;
(b) The surety company holds a certificate of authority authorizing it to write surety bonds in Florida; The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to Bid is issued;
(c) The surety company is otherwise in compliance with the provisions of the Florida insurance Code; and
(d) The surety company holds a current valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. ss. 9304 to 9308.

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

(3) ADDITIONAL OR REPLACEMENT BOND: It is further mutually agreed between the parties hereto that if, at any time, the CITY shall deem the surety or sureties upon any bond to be unsatisfactory, or if for any reason, such bond (because of increases in the work or otherwise) ceases to be adequate, the CONTRACTOR shall, at their expense within five (5) days after the receipt of notice from the CITY to do so**,** furnish an additional or replacement bond or bonds in such form, amount, and with such surety or sureties as shall be satisfactory to the CITY. In such event, no further payments to the CONTRACTOR shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the CITY.

(4) FLORIDA AGENT: The surety company shall have a Florida agent whose name shall be listed in the prescribed space on the forms provided by the CITY for all bonds required by the CITY.

Certificates of Insurance must be completed as follows:

Certificate Holder
City of Fort Pierce/Grants Administration Division
Attn: Purchasing Department
P.O. Box 1480
Fort Pierce FL 34954-1480

Additional Insured on the Commercial General Liability
City of Fort Pierce/Grants Administration Division and their members, officials, officers, and employees.

SECTION III

INSTRUCTIONS TO BIDDERS

1. PURPOSE

The purpose of this bid is to establish an annual agreement for Design, Programming, Equipment, Installation Holiday Lights for the Marina Square.

2. BID OPENING DATE

Bids are due on or before **3:00 PM, Wednesday, October 14, 2026.**

3. DELIVERY OF BIDS

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

3.1 HARD COPY SUBMISSIONS

3.1.1 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:

3.1.2 The bid packet must be **COMPLETE** and in order to be awarded a project. Please make sure all information is completed on the Bid Form. The bid will be considered incomplete if this information is not provided.

3.1.3 All Bids shall remain open for ninety (90) days, not subject to revocation, and shall be subject to the City's acceptance.

Delivery Address:
City of Fort Pierce
Attn: Purchasing Department,
Room 101
100 North U.S. #1
Fort Pierce, FL 34950

Mailing Address:
City of Fort Pierce
Attn: Purchasing Department,
Room 101
P.O. Box 1480
Fort Pierce, FL 34954-1480

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 Department on the first (1st) 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 Department before the Bid closing date and time.

3.2 OPTIONS FOR ELECTRONIC SUBMISSIONS

3.2.1 Via Demandstar Website, (www.demandstar.com). Electronic Bid (E-Bid). Instructions are provided. See Related Documents section for this bid on the City's website, https:// www.cityoffortpierce.com/Bids.aspx?CatID=17

3.2.2 (By forwarding your response, pdf format to purchasing@cityoffortpierce.com) no later than 3:00PM EST. **If you decide to use this submission option, your entire submission must be submitted electronically. Please do not mail hard-copies.**

Copies of the bid documents are available electronically from the Purchasing Department by e-mail request to purchasing@cityoffortpierce.com or on the website Demandstar.com (www.demandstar.com) and the web site of the City of Fort Pierce https:// www.cityoffortpierce.com/Bids.aspx?CatID=17

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

4. PERMITS AND LICENSES

4.1 Contractor shall obtain, pay for, and post on site all permits and licenses necessary to complete this project.

4.2 Contractor and subcontractors must have current licenses required by the State of Florida and the City of Fort Pierce.

4.3 All materials and methods of construction related to work performed on this project must comply with all appropriate specifications, code requirements, ordinances and laws of the City of Fort Pierce, the State of Florida, and the Federal Government, and contractor will permit reasonable inspection of all work by authorized inspectors.

5. CONTRACT TERMS

The terms of this agreement will be for **one year with two (2) one-year renewal options** contingent upon satisfactory and reliability of service, if mutually agreed upon in writing by both parties, subject to the same terms and conditions set forth in the contract.

The City of Fort Pierce shall have the right to terminate said agreement by giving the Contractor thirty (30) days written notice if the service that is being provided is not maintained at levels necessary to provide the required service. The City of Fort Pierce will determine in its sole judgment what constitutes a satisfactory level of service. Failure to meet scheduled deadlines shall be considered cause for cancellation.

6. INQUIRIES/QUESTIONS

6.1 All inquiries will be in a written format and addressed to the Public Works Division with a copy to the Purchasing Department:

TO	COPY
Jan Bockmeulen	**Gelencia Carter**
Deputy Director of Public Works	Purchasing Manager
Email: jbockmeulen@cityoffortpierce.com	Email:purchasing@cityoffortpierce.com

6.2 No inquiries will be received no later than **12:00 PM, October 12, 2026.**

7. SUBMITTAL REQUIREMENTS (PASS/FAIL)

It is not necessary to return the entire document with your bid response; the documentation outlined below requires signatures or contains requested information that is needed for your submission.

- Completed Invitation to Bid Cover Page
- Any documentation requested in the **Statement of Work, Section IV.**
- Certificate of Use, required for businesses within the city limits of the City of Fort Pierce. (See item number 9 below)
- Business Tax Receipt, required for businesses located outside of the city limits of the City of For Pierce (See item number 10 below)
- Proof of Insurance (See item number 11 below)
- All required forms. See **Required Forms, Section V**.

8. ADMINISTRATIVE REVIEW BASED ON (PASS/FAIL) CRITERIA

Bid will undergo an initial review, or a PASS/FAIL determination, where indicated. To verify that mandatory requirements are met. Failure to meet mandatory requirements may result in the rejection of the Bid.

9. CERTIFICATE OF USE (PASS /FAIL)

Effective July 1, 2024, the City adopted Ordinance 24-019 amending Chapter 22 The ordinance removed the requirement for a Business Tax Receipt and replaced it with a required Certificate of Use, Certificate of Use are required for all businesses within city-limits occupying commercial locations, home based businesses and non-profit organizations. If your businesses and non-profit organizations. If your business is located in the City of Fort Pierce city limits , please provide a copy of your Certificate of Use with your submittal.

10. BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE) (PASS/FAIL)

Provide a valid Business Tax Receipt (Occupational License) from your jurisdiction with your submittal. This is only a requirement for businesses located outside of the city-limits.

11. PROOF OF INSURANCE (PASS/FAIL)

Bidder shall submit a Certificate of Insurance (photocopy acceptable) indicating proof of bidder's current coverages (current policy).

- If the bidder does not currently have the required insurance(s) specified in Section II – Required Limits of Insurance, they must provide a letter from their insurance agent or broker. This letter should confirm that, if awarded the project, the bidder will be able to obtain the necessary insurance.
- The awarded bidder is also required to provide the City of Fort Pierce with proof of insurance for all subcontractors, if applicable.
- Additionally, the bidder must be the policyholder for all insurance coverage that will be provided by the successful bidder.

12. W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM (PASS/FAIL)

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

13. CERTIFICATE OF INSURANCE AND BONDING REQUIREMENTS

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

14. 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:

A. Completeness and responsiveness of bid.
B. Bid price
C. Qualifications and Experience
D. Quality of Work (references and previous work experience)
E. Project schedule and availability

15. LICENSING

All bidders must be properly licensed by the State of Florida and all other authorities having jurisdiction. Copies of all such licenses and/or permits are to be submitted with bid. Failure to submit copies of such may lead to bid rejection.

16. REFERENCE CHECK FORM (PASS/FAIL)

Please provide references showing your expertise and experience in providing the services requested. Please complete the Reference Check form (page 32) and submit with your bid package. References should include project description, contact names, addresses, phone, and email.

17. BID VALIDITY/WITHDRAWAL OF BIDS

Bidders may not withdraw their bid for a period of ninety(90) calendar days after the bid opening date.

SECTION IV

STATEMENT OF WORK

1. OBJECTIVE

The City of Fort Pierce, Florida ("City") is soliciting bids from qualified and experienced contractors to provide a complete, turnkey holiday lighting display for Marina Square, located along the City's historic downtown waterfront.

The City's objective is to enhance and showcase Marina Square during the holiday season through a coordinated, visually engaging holiday lighting and synchronized music display. The display is intended to complement the City's annual Christmas tree lighting ceremony, Main Street Fort Pierce holiday festivities, and the annual Sights and Sounds on Second Parade, traditionally held on the first Sunday in December. The City seeks to create an attractive holiday destination that enhances the downtown waterfront experience and attracts residents and visitors throughout the holiday season.

The Contractor shall furnish all labor, supervision, commercial-grade materials, lighting, equipment, programming, transportation, tools, lifts, electrical components, safety measures, and other resources necessary for the design, installation, programming, testing, operation, maintenance, troubleshooting, removal, and storage of holiday lighting and related equipment.

Marina Square encompasses approximately 52,000 square feet and includes decorative brick pavers, landscaping, sculptures, trees, pedestrian areas, and other public amenities. Existing trees that may be incorporated into the holiday lighting design include approximately:

- 52 Royal Palms;
- 5 Dahoon Holly trees;
- 4 Oak trees; and
- 6 miscellaneous trees.

The Contractor shall develop a comprehensive, coordinated holiday lighting design that incorporates automated lighting and synchronized music, where specified, and appropriately utilizes the site's existing landscaping and architectural features. The design shall account for public safety, pedestrian accessibility, tree protection, site conditions, and the coastal environment.

The Contractor shall ensure that the holiday lighting display is fully installed, programmed, tested, and operational before the City's designated holiday event commencement date, as specified in the solicitation.

The City's intent is to establish a safe, reliable, attractive, and professionally maintained seasonal holiday lighting display that enhances the character of Marina Square and contributes

to the overall holiday experience along the historic downtown waterfront.

2. GENERAL REQUIREMENTS

The Contractor shall provide a complete and operational holiday lighting system and shall coordinate all work with the City's designated Project Manager and other City departments, as necessary.

All materials and equipment shall be commercial grade and suitable for continuous outdoor use in a coastal environment.

The Contractor shall perform the work in a manner that protects City property, landscaping, trees, structures, sculptures, decorative pavers, pedestrians, vehicles, and surrounding businesses.

3. SAFETY AND CODE COMPLIANCE

All work shall comply with applicable federal, state, and local laws, codes, regulations, permitting requirements, manufacturer specifications, and recognized industry safety standards, including applicable provisions of the **National Electrical Code (NEC)** and **Occupational Safety and Health Administration (OSHA)** requirements.

Electrical connections exposed to weather shall be appropriately rated and protected for outdoor use.

The Contractor shall provide and maintain appropriate pedestrian and work-zone safety measures during installation, maintenance, and removal activities.

The Contractor shall be responsible for obtaining required permits, licenses, inspections, and approvals associated with its work unless otherwise specifically identified by the City.

4. TREE AND LANDSCAPE PROTECTION

Installation and removal methods shall not damage tree bark, cambium, branches, roots, surrounding landscaping, irrigation systems, or other City property.

The use of nails, screws, spikes, staples, or other penetrating attachment methods on trees is prohibited.

Lighting and attachment materials shall be installed with sufficient flexibility to accommodate normal tree and branch movement.

Upon removal, the Contractor shall leave trees and surrounding landscaping in substantially the same condition as existed prior to installation.

5. LIGHTING AND EQUIPMENT SPECIFICATIONS

Lighting shall consist of **commercial-grade, outdoor-rated LED lighting** suitable for the intended application.

Lighting components shall, at a minimum:

- Be listed or certified by an applicable nationally recognized testing laboratory for their intended outdoor use;
- Be shatter-resistant and UV-resistant, where applicable;
- Be suitable for prolonged outdoor exposure;
- Utilize outdoor-rated wiring and connectors;
- Be energy efficient; and
- Be capable of providing consistent illumination throughout the display period.

Lighting may include M5-style mini LEDs, C7/C9-style bulbs, or other commercial-grade lighting appropriate for the proposed design.

The proposed design may incorporate **warm white, red, green, multicolor, programmable RGB, red/white/blue, strobes, or other City-approved lighting effects**.

Wiring installed on trees should utilize colors appropriate to the installation, such as green or brown, where practical, to minimize visibility during daylight hours.

6. DESIGN AND PROGRAMMING

The Contractor shall develop and submit a comprehensive holiday lighting design for Marina Square.

The design shall identify, at a minimum:

- Proposed lighting types and colors;
- Approximate quantities and placement;
- Trees and site features to be illuminated;
- Proposed lighting patterns and effects;
- Electrical distribution requirements;
- Controllers and programming equipment;
- Sound equipment, if proposed or required;
- Power requirements; and
- Other major components necessary for the display.

The Contractor shall incorporate Marina Square's existing trees, landscaping, sculptures, and other appropriate features into the proposed design.

When required by the City, the Contractor shall provide synchronized lighting and music programming. The system shall be capable of programming a minimum of **five (5) musical selections per programmed event or display cycle**, unless otherwise approved by the City.

Music selections, programming schedules, display sequences, operating hours, and special-event programming shall be coordinated with and approved by the City.

7. SITE ASSESSMENT AND ELECTRICAL LOAD MANAGEMENT

Prior to installation, the Contractor shall conduct a site assessment to verify field conditions and determine the requirements for a safe and complete installation.

The assessment shall include, as applicable:

- Identification and verification of available electrical power sources;
- Verification of GFCI-protected outlets;
- Identification of trees and site features included in the display;
- Evaluation of pedestrian and vehicle circulation;
- Identification of potential installation constraints;
- Determination of required lifts and equipment; and
- Calculation of anticipated electrical loads.

The Contractor shall calculate electrical loads and distribute equipment appropriately to prevent circuit overload, excessive voltage drop, or unsafe operating conditions.

The Contractor shall provide all outdoor-rated extension cords, connectors, distribution equipment, and related components necessary for the installation.

Cords located within or adjacent to pedestrian areas shall be secured and protected using appropriate cord covers, ramps, routing methods, or other approved protective measures to minimize trip hazards.

8. INSTALLATION STANDARDS

Lighting shall be installed in a neat, professional, consistent, and visually balanced manner.

Depending upon the approved design and tree type, installation may include:

Trunk Wrapping: Lighting shall be wrapped uniformly around designated trunks with reasonably consistent spacing appropriate for the tree and approved design.

Branch Wrapping: Main structural branches identified in the approved design shall be wrapped in a manner that provides consistent illumination while allowing sufficient flexibility for normal movement.

Canopy Lighting: Where included in the approved design, lighting shall be distributed throughout tree canopies in a visually balanced manner using appropriate installation equipment and methods.

The Contractor shall provide all aerial lifts, pole equipment, ladders, tools, traffic-control devices, and other equipment necessary to safely complete the installation.

The Contractor shall coordinate installation activities to minimize disruption to public access, Marina Square activities, surrounding businesses, and scheduled City events.

9. TESTING AND SYSTEM ACTIVATION

Following installation, the Contractor shall inspect and test the complete system before the City's required activation date.

Testing shall include, as applicable:

- Lighting operation;
- Electrical connections;
- Controllers and timers;
- Programming sequences;
- Sound system operation;
- GFCI and electrical protection;
- Synchronization of music and lighting; and
- Overall display operation.

The Contractor shall correct deficiencies identified during testing prior to final system activation.

10. IN-SEASON MAINTENANCE AND SUPPORT

The Contractor shall maintain the complete holiday lighting system throughout the City's designated display period.

At a minimum, the Contractor shall:

- Conduct **weekly nighttime inspections** of the display;
- Identify and correct lighting outages;
- Repair loose, displaced, or damaged lighting;
- Replace failed strings, bulbs, fuses, connectors, or similar components;
- Troubleshoot electrical and programming issues;
- Inspect cords, connections, and equipment for potential safety concerns; and
- Address damage caused by normal weather exposure and operation.

The Contractor shall provide the City with appropriate routine and emergency contact information.

The Contractor shall respond to reported outages, safety issues, or operational problems within the response time established by the resulting contract.

Routine maintenance and replacement of failed components resulting from normal operation shall be included in the Contractor's pricing unless specifically identified otherwise in the solicitation.

11. DAMAGE, VANDALISM AND THEFT

The Contractor shall promptly notify the City of significant damage, vandalism, theft, or other conditions affecting the display.

The Contractor shall identify in its bid/proposal its procedures and pricing, if applicable, for replacement or repair resulting from vandalism, theft, severe weather, vehicle damage, or other circumstances outside normal maintenance.

No additional work resulting in charges to the City shall be performed without authorization in accordance with the resulting contract.

12. POST-SEASON REMOVAL AND SITE RESTORATION

Following the conclusion of the holiday display period, the Contractor shall safely de-energize and remove all temporary lighting, wiring, electrical components, controllers, sound equipment, mounting devices, and other temporary materials within the timeframe established by the City.

Removal shall be performed in a manner that results in **no avoidable damage to trees, branches, bark, landscaping, decorative pavers, structures, or other City property**.

Any damage caused by the Contractor's operations shall be promptly reported to the City and corrected in accordance with the resulting contract.

13. INVENTORY AND STORAGE

Following removal, reusable lighting and equipment shall be inspected, untangled, properly coiled, labeled, inventoried, and packaged in weather-resistant storage containers.

Equipment shall be labeled by location, tree, display area, or other identification method approved by the City to facilitate subsequent installation.

Depending upon the City's selected storage option, the Contractor shall either:

1. Deliver the properly packaged and inventoried equipment to a City-designated facility; or

2. Store the equipment at a secure Contractor-maintained facility appropriate for protecting the equipment from moisture, excessive heat, pests, theft, and other conditions that could adversely affect its useful life.

The Contractor shall provide the City with an updated inventory following removal and storage.

14. OPTIONAL EQUIPMENT PURCHASE

The Contractor shall separately provide pricing for the City to purchase the proposed holiday lighting system and associated equipment.

The purchase option shall identify:

- Lighting and equipment costs;
- Electrical components;
- Controllers and programming equipment;
- Sound equipment, if applicable;
- Recommended spare parts;
- Manufacturer warranties;
- Anticipated useful life;
- Recommended maintenance;
- Storage requirements; and
- Anticipated useful life and performance in a coastal environment.

Equipment-purchase pricing shall be separately identified from installation, programming, maintenance, removal, and storage costs.

15. PROJECT SCHEDULE

The Contractor shall perform all services in accordance with the schedule established by the City. The anticipated project phases are:

Phase 1 – Site Assessment and Infrastructure Verification: November 3, 2026

Phase 2 – Transportation and storage of all materials shall be the sole responsibility of the Vendor.

Phase 3 – Installation, Programming and System Testing NLT: November 17, 2026 – Monday preceding Thanksgiving week each year. The City may grant an extension of the contract completion date, up to November 20, for delays caused by weather conditions beyond the Vendor's control.

Phase 4 – System Activation/Public Lighting Event: November 26, 2026

Phase 5 – Routine Maintenance and Weekly Inspections: Every Wednesday following system activation

Phase 6 – Post-Season Removal to complete no later: January 11, 2027 – 2nd week of January each year

The Contractor shall immediately notify the City of any condition that may affect an established milestone or completion date and shall provide a proposed corrective action.

16. CONTRACTOR QUALIFICATIONS

The Contractor shall demonstrate sufficient experience, staffing, equipment, financial resources, and technical capabilities to successfully perform the required services.

At a minimum, the Contractor shall:

- Have demonstrated experience with commercial, governmental, or comparable large-scale outdoor holiday lighting installations;

- Maintain all licenses and registrations required for the work performed;
- Maintain insurance meeting the City's requirements;
- Have adequate personnel and equipment to meet the required installation and removal schedules;
- Demonstrate the ability to provide timely maintenance and emergency response throughout the display period; and
- Provide references for comparable projects completed within the period specified by the City.

17. PRICING

Bidders shall submit a total lump-sum price using the City's Bid Response Form. The lump-sum price shall include all labor, supervision, equipment, transportation, tools, materials, overhead, profit, and incidental costs necessary to complete the required scope of work.

The lump-sum price shall include all applicable required services, including design and site assessment, holiday lighting and equipment, installation, programming, sound equipment and programming, in-season inspections and maintenance, removal, inventory, packaging, and storage.

Optional equipment purchases, replacement parts, and additional services requested by the City shall be priced separately and shall not be included in the base lump-sum bid unless otherwise specified.

At a minimum, pricing should separately identify, as applicable:

1. Design and site assessment;
2. Holiday lighting and equipment;
3. Installation;
4. Programming;
5. Sound equipment/programming;
6. In-season inspections and maintenance;
7. Removal;
8. Inventory and packaging Storage;
9. Optional equipment purchase;
10. Replacement/spare parts; and
11. Other optional services identified by the City.

No additional charges shall be incurred without prior authorization from the City in accordance with the resulting contract.

SECTION V
REQUIRED FORMS

All forms included in this section must be included in your bid response.

SUMMARY OF REQUIRED FORMS

Form No. 1 – Certificate Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (1 page)
The prospective contractor of the recipe must certify by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

Form No. 2 – Drug Free Workplace Certification (1 page)
If your company does not have a Drug Free Workplace Program, you must mark this form N/A and return it with your bid package. If your company has a Program, sign and return the form.
shall be attached to the bid form.

Form No. 3 – Public Entity Crimes (3 pages)
A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of CATEGORY TWO for a period of thirty- six (36) months from the date of being placed on the convicted vendor list.

Form No. 3 – E-Verify Affidavit (1 page)
Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Form No. 4 – Affidavit Regarding the Use Coercion for Labor or Service (2 page)
The Affidavit must be completed by a person authorized to make this attestation to make this attestation on behalf of the Bidder for the purpose of submitting a bid, quote, or other response, or otherwise entering into a contract with the County. The associated bid, quote, or other response will not be accepted unless and until this completed and executed Affidavit is submitted to the County.

Form No. 5 – Conflict of Interest Statement (2 page)
This Bid is subject to the State of Florida Code of Ethics and the City of Fort Pierce Code of Ethics. Accordingly, there are prohibitions and limitations on the employment of City officials and employees and contractual relationships providing a benefit to the same. Firms are highly encouraged to review these Codes in order to ensure compliance with the same. If any bidder violates or is a party to a violation of an applicable Code of Ethics, such bidder may be disqualified from performing the work described in this Bid or from furnishing the goods or services for which this Bid is submitted and may be further disqualified from bidding on any future Bids (or other procurement requests and invitations) for work or for goods or services for the City.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180

(1). The prospective recipient of Federal assistance funds certifies, by Response, that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Response.

ATTESTATION

By signing this report, I certify to the best of my knowledge and belief that the foregoing is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Sections 3729-3730 and 3801-3812).

Company Name

_____

Name and Title of Authorized Representative

_____

_____ _____

Signature **Date**

DRUG~FREE WORKPLACE FORM

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

_____ does:
(Name of Business)

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

2. Inform employees about the dangers of drug abuse in the workplace, the business 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 employees 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.

_____
Bidder's Signature

_____
Date

PUBLIC ENTITY CRIMES AFFIDAVIT

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted by City of Fort Pierce
(Print name of the public entity).

by _____
(Print individual's name and title)

for _____

whose business address is _____

(If applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet). Required as per the IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime: or

An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls

another person. A person who knowingly enters into a joint venture with a person who has been

b. convicted of a public entity crime in Florida during the preceding 36 months shall

c. be considered an affiliate. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

_____Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1,1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (**Attach a copy of the final order**)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDEN I1F1ED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 F THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FWRIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

_____
(Date)

STATE OF _____

COUNTY OF_____

PERSONALLY APPEARED BEFORE ME, the undersigned authority_____
(Name of individual signing)

Who, after first being sworn by me, affixed his/her signature in the space provided above on this

day_____of _____, 20____.

_____
(NOTARY PUBLIC)

My Commission Expires: _____

E-VERIFY
AFFIRMATION STATEMENT

Description: ANNUAL HOLIDAY LIGHTING FOR MARINA SQUARE

Pursuant to Section 448.095, Florida Statutes, Contractor/Bidder/Responder acknowledges and agrees:

(a) to register with and use the E-Verify System to verify the work authorization status of all persons employed by the Contractor/Bidder/Responder to perform employment duties during the term of the Contract, and

(b) to require any subcontractor (as defined in Section 448.095, Florida Statutes) assigned by Contractor/Bidder/Respondent to perform work pursuant to the Contract to register with and use the E-Verify System to verify the work authorization status of all persons employed by the subcontractor during the term of the Contract, and

(c) if Contractor/Bidder/Responder enters into a contract with a subcontractor, Contractor/Bidder/Responder shall obtain an affidavit from every subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor/Bidder/Responder shall maintain a copy of such affidavit for the term of the Contract, and

(d) the Contractor/Bidder shall use the E-Verify System during the term of the Contract, as a condition of the Contract.

Contractor/Bidder Company Name: _____

Authorized Company Person's Signature: _____

Authorized Company Person's Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____
Sworn (or affirmed) and subscribed before me by means of □ physical presence or □ online notarization this ___day of _____, 20____by _____, who is □ personally known or □ produced identification (ID produced: _____).

Signature: _____(Seal)

NOTARY PUBLIC

My Commission Expires: _____

CONFLICT OF INTEREST STATEMENT

Bid No.: **2027-005**

Project Name: **ANNUAL HOLIDAY LIGHTING FOR MARINA SQUARE**

The integrity of the procurement process requires that bidders disclose any actual, potential, or perceived conflicts of interest that may exist regarding this solicitation.

In accordance with applicable Florida law, ethical standards, and best practices recommended by the **National Institute of Governmental Purchasing**, all bidders must disclose any relationship or circumstance that could give rise to a conflict of interest or the appearance of a conflict of interest in connection with this solicitation or any resulting contract.

Disclosure Statement
The undersigned bidder hereby certifies the following (check one):
_____ **No Conflict of Interest**
The bidder certifies that no officer, director, employee, agent, or representative of the bidder has any financial interest, business relationship, or personal relationship with any employee, official, or elected official of the City of Fort Pierce that would create a conflict of interest or give the appearance of a conflict of interest in connection with this solicitation.

_____**Potential or Actual Conflict of Interest Disclosed**
The bidder certifies that the following potential or actual conflict of interest exists and is disclosed below. Attach additional pages if necessary.

Description of Relationship or Conflict:

_____

_____

_____

Name(s) of Individual(s) Involved:

_____

Position/Relationship with Bidder:

_____

Relationship to City of Fort Pierce Employee/Official (if applicable):

_____

Certification

By signing below, the bidder certifies that:

1. The information provided in this disclosure is true and complete to the best of the bidder's knowledge.
2. The bidder agrees to promptly disclose any conflict of interest that may arise during the solicitation process or during the term of any resulting contract.
3. The bidder understands that failure to disclose a conflict of interest may result in:
   - Disqualification from the solicitation,
   - Termination of any resulting contract, or
   - Other remedies available under applicable law or procurement policies.

Bidder Name: _____

Authorized Representative Name: _____

Title: _____

Signature: _____

Date: _____

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name: _____

Authorized Representative's Name and Title: _____

Address: _____

City:_____ State:_____ Zip Code:_____

Phone Number: _____ Email Address:_____

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is
   not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By:_____

Authorized Signature Printed Name and Title Date

STATE OF FLORIDA
COUNTY OF _____

Sworn (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization

this _____day of _____, 20_____by _____, who is

☐ personally known or
☐ produced identification (ID produced: _____).

Notary Public Signature: _____(Seal)

Print Name: _____My Commission Expires: _____

REFERENCES
BID NO. 2027-005
ANNUAL HOLIDAY LIGHTING AT MARINA SQUARE

Contact Person & Title	
Email Address	
Phone No.	
Company Name	
Mailing Address	
City, State, Zip	
Type of commercial work contracted	
Contact Person & Title	
Email Address	
Phone No.	
Company Name	
Mailing Address	
City, State, Zip	
Type of commercial work contracted	

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

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.

Name (as shown on your income tax return)

Business name, if different from above

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

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

or

Employer identification number

10-2018)

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

General Instructions

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

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

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

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

BID RESPONSE FORM

Bid Item	**ANNUAL HOLIDAY LIGHTING AT MARINA SQUARE**		
Bid Number	**2027-005**	**Due Date & Time**	**3:00 PM, WEDNESDAY, OCTOBER 14, 2026**

The Offeror hereby submits a bid in accordance with the specifications provided. The Offeror agrees to furnish all items and/or services to the City of Fort Pierce at the locations designated, in full compliance with the specifications, and at the prices listed below:

Lump Sum Total	**$ _____**

The Bidder hereby acknowledges receipt of the following addenda:

ADDENDUM NO.	ADDENDUM DATE

Vendor: _____

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

Remit to: _____

_____

CITY OF FORT PIERCE
BID SUBMITTAL CHECKLIST

This checklist is provided to assist bidders in preparing a complete response. It identifies key documents required for a compliant submission. The checklist is provided for convenience only. Bidders are responsible for reviewing the entire Invitation to Bid (ITB) and ensuring all requirements are satisfied.

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

REQUIREMENT	YES	NO
Copy of current business license (**State of Florida and / or local**)		
Proof of insurance general liability, as required (Must meet City requirements) • **If the bidder does not currently have the required insurance(s) specified in Section II – Required Limits of Insurance, they must provide a letter from their insurance agent or broker. This letter should confirm that, if awarded the project, the bidder will be able to obtain the necessary insurance.** • The awarded bidder is also required to provide the City of Fort Pierce with proof of insurance for all subcontractors, if applicable. • Additionally, the bidder must be the policyholder for all insurance coverage that will be provided by the successful bidder.		
Completed IRS Form W-9		
Conflict of Interest Disclosure		
Non-Collusion Affidavit		
Drug-free Workplace Certification		
Public Entity Crimes Statement		
E-Verify Compliance Certification		
Is Bid Response Form completed, signed, and attached?		
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked?		
Did you submit your bid electronically?		
For Hard Copy Submissions Only: Are two (2) complete bid packages included (one original and one copy)		

For Hard Copy Submissions Only: Bid envelope is marked accordingly.		
Have you made sure your corporate address matches your Sunbiz information ?		
Is each Bid Addendum (when issued) signed and included?		

Vendor Certification

The undersigned certifies that the bid submitted to the City of Fort Pierce is complete, accurate, and in full compliance with all applicable requirements, specifications, and Florida Statutes, unless otherwise clearly noted.

Contractor/Bidder Company Name: _____

Authorized Company Person's Signature: _____

Authorized Company Person's Title: _____

Date: _____