

DELIVER TO:

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

MAIL TO:

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



**INVITATION TO BID
and
BIDDER ACKNOWLEDGMENT**

Bid Writer: Madison White, 772-467-3102

Bid No: 2025-028

Mandatory Site-Visit:
10:00 A.M, FRIDAY, MARCH 14, 2025

Bid Title: CDBG RESIDENTIAL REHABILITATION
— 318 NORTH 18TH STREET

Mandatory Site-Visit Location:

318 NORTH 18TH STREET,
FORT PIERCE, FL 34950

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

Bid Due Date & Time:
3:00 PM, TUESDAY, MARCH 25, 2025

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

Bidder Name:

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

Mailing Address:

X _____
Authorized Signature (Manual)

City, State, Zip Code:

Typed or Printed Name:

Type of Entity (Select one):
Corporation _____
Partnership _____
Proprietorship _____

Title:

Incorporated in the State of: _____ **Year:** _____

Delivery in _____ days, 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

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SECTION I

GENERAL CONDITIONS, INSTRUCTIONS, AND INFORMATION FOR BIDDERS

1. **GENERAL INFORMATION**

These documents constitute the complete set of specification requirements and bid forms. All bid sheets and attachments must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE (CLEARLY MARK BID AS “ORIGINAL” AND REQUESTED NUMBER OF COPIES AS “COPY” ON EACH SET ENCLOSED).** The face to the envelope shall contain Bidder’s name, return address, the date and time of bid opening, the bid number and title. Bids not submitted on the enclosed Bid Form shall be rejected. By submitting a bid, the Bidder agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Bidders shall submit their bid complete with all supporting documentation. **SUBMITTAL OF A BID IN RESPONSE TO REQUEST FOR 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/Proposal 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 Division 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 Manager 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 additional 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 the 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. NO 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 ten (10) days prior to the Bid Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 17. 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 Division. All bidders should contact the City at least ten (10) 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. ADDENDUMS

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 Division. Bidders who obtain Bid Documents from other sources must officially register with the City Purchasing Division 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 the 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 WORKPLACE (DFW)

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

18. MINORITY/WOMEN OWNED BUSINESS ENTERPRISES (MWBE)

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

19. PUBLIC ENTITY CRIMES

No award will be executed with any person or affiliate identified on the Department of Management Services "convicted vendor" list. This list is defined as consisting of people 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 \$35,000.00) with any person or affiliated on the "convicted vendor" list for a period of thirty-six (36) months from the date that person or affiliate was placed on the "convicted vendor" list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f) Florida Statutes.

20. AWARD

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

assumption until the City has entered into a contract or issued a purchase order.

21. EEO STATEMENT

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

22. TIE BREAKERS

Preference must be given to vendors submitting a certification with their bid certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows: Preference shall be given to businesses with drug-free workplace programs.

Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- a. Publish a statement notifying employees that 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.
- b. 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.
- c. Impose a sanction on or require satisfactory participation in a drug abuse assist and/or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- d. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- e. In the event of any tie between consultants that have a Drug Free Workplace program in place in accordance with Section 287.087, Florida State Statutes, a coin toss will determine who shall be awarded the contract or receive the first opportunity to negotiate, as applicable.

23. CONTRACTUAL AGREEMENT AND / OR PURCHASE ORDER

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.

24. 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 Division 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.

25. 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 a 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.

26. ADVERTISING

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

27. 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 Division

28. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH (

Bidder 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

29. 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.

30. 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.

31. 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 Bidder's Bids, in which the prices obviously are unbalanced will be subject to rejection.

32. ADJUSTMENTS / CHANGES / DEVIATIONS

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a bid expressly provide. Any other adjustments, changes or deviations shall require prior written approval and shall be binding ONLY if issued by the City's Purchasing Division. 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.

33. 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.

34. PUBLIC RECORDS

Sealed bids, proposals, 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, proposals, or final replies, whichever is earlier.

35. 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.

36. COOPERATIVE PURCHASING

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

37. CANCELLATION / REJECTION OF BIDS

This request may be cancelled and any response, bid or proposal 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.

38. 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.

39. 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/proposal 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 Division. 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 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.
- d. 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.

40. 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.

41. 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.

42. 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.

43. 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 hereby agrees to provide same. 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. 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
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(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 additional insured. The limits applicable to watercraft liability (inclusive of any amounts provided by an umbrella or excess policy) shall be:

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

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

CONTRACTOR shall execute, deliver to the CITY, in accordance with the performance and payment bond requirement, and record in the public records of the

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

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

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

(7) **GENERAL CONDITIONS**

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

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

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

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

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

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

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

- (B) The CITY and CONTRACTOR waive all rights against (1) each other and any of their subcontractors, subcontractors' agents, and employees each of the other, and (2) the separate contractors if any, and any of their subcontractors, subcontractors' agents, and employees, for damages caused by fire or other causes of loss to the event covered by property insurance obtained pursuant to item (C) (Builder's Risk), or other property insurance applicable to the Work, provided such waiver does not compromise coverage under such insurance coverage. The CITY or CONTRACTOR, as appropriate, shall require separate contractors, if any, and the subcontractors, sub-subcontractors, agents, and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The required Builder's Risk policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.
- (C) In addition to the coverage required herein, the CONTRACTOR shall furnish and maintain all-risk builder's risk property insurance, satisfactory to the CITY, for the entire Work at the site to the full replacement cost of the completed project. This coverage shall name the CITY and the City of Fort Pierce as additional insureds, and must include the interests of the CONTRACTOR, subcontractors, and sub-subcontractors in the Work, and must be procured from an insurer licensed to do business in the State of Florida with a Best's rating of "A+, A, or A-". The risk of loss shall remain with CONTRACTOR until the date of Final Completion. Hard Cost of Builder's Risk insurance to be paid by CONTRACTOR and such cost is not subject to any CONTRACTOR's fee.

PERFORMANCE AND PAYMENT BONDS

- (A) **BONDS REQUIRED:** If the contract amount is in excess of \$50,000, within fifteen days after receipt of the Contract, CONTRACTOR shall provide CITY with a Common Law Performance Bond and a Statutory Payment Bond meeting the standards specified herein, on the forms provided by the CITY, and attached hereto, with a Power of Attorney Affidavit, each in an amount not less than the Contract price.
- (B) **SURETY'S QUALIFICATIONS:** All bonds required under this Contract, including, but not by way of limitation, any Bid Bond, Common Law Performance Bond, or Statutory Payment Bond, shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety which holds a certificate of authority authorizing it to write surety bonds in Florida meeting the following requirements:

(1) Ratings by A.M. Best

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

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

(2) Circular 570

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

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

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

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

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

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

Certificates of Insurance must be completed as follows:

Certificate Holder

City of Fort Pierce/Grants Administration Division

Attn: Purchasing Division

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 solicit qualified contractors to rehabilitate the property located at **318 NORTH 18TH STREET, FORT PIERCE, FL 34950** as a part of the Community Development Block Grant (CDBG) Program.

2. **BID OPENING DATE**

Bids are due on or before **3:00 PM, Tuesday, March 25, 2025**. Two (2) copies of sealed bids (one original and one PDF version on USB Flash Drive) shall be mailed or delivered to:

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

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

Copies of the bid documents are available electronically from the Purchasing Division by e-mail request to purchasing@cityoffortpierce.com or on the web site of 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.

3. **PERMITS AND LICENSES**

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

4. **MANDATORY PRE-BID CONFERENCE AND SITE VISIT**

- 4.1 A **Mandatory Site-Visit** will be held at **10:00 A.M., Friday, March 14, 2025**, at **318 North 18th Street, Fort Pierce, FL 34950**. All interested Bidders **MUST** attend this site visit in order for their bids to be considered. Anyone arriving after **11:15 A.M.** will not be allowed to participate in the Bid process.
- 4.2 **No Contractor will be allowed on-site prior to the Mandatory Site Visit. No exceptions will be granted.**

5. **INQUIRIES / QUESTIONS**

5.1 All inquiries will be in a written format and addressed to the Grants Administration Division with a copy to the Purchasing Division:

TO

Kimberlee Henton

Reporting & Grant Specialist

City of Fort Pierce

P. O. Box 1480

Fort Pierce, FL 34954-1480

Fax: (772) 466-5808

Email: khenton@cityoffortpierce.com

COPY

Madison White

Purchasing Agent

City of Fort Pierce

P.O. Box 1480

Fort Pierce, FL 34954-1480

Fax: (772) 467-3748

Email: mwhite@cityoffortpierce.com

5.2 No inquiries will be received later than **5:00 PM, March 18, 2025.**

6. **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
- Certificate of Use, required for businesses within the city limits of the City of Fort Pierce. (See item number 8 below)
- Business Tax Receipt, required for businesses located outside of the city limits of the City of Fort Pierce (See item number 9 below)
- Proof of Insurance (See item number 10 below)
- Addenda – issued subsequent to the release of this solicitation must be signed and returned with the vendor's Bid. Failure to return the signed addenda may cause for the Bid to be considered non-responsive.
- All required forms. See **Required Forms, Section V.**

7. **ADMINISTRATIVE REVIEW BASED ON (PASS / FAIL) CRITERIA**

Bids will undergo an initial review, on 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.

8. **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. Certificates of Use are required for all businesses within city-limits occupying commercial locations, home-based 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.

9. **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.

10. PROOF OF INSURANCE (PASS / FAIL)

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

- If the bidder does not carry the required insurance(s), see **Section II – Required Limits of Insurance**, a letter from its insurance agent/broker attesting that the bidder, if awarded the project, can obtain such insurance.
- Awarded Bidder shall also provide the City of Fort Pierce with proof of insurance for all sub-contractors(s), if applicable.
- The bidder must be the policy holder for all insurance coverage to be provided by the successful bidder.

11. BONDING REQUIREMENTS

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

12. EVALUATION CRITERIA

12.1 The lowest and most responsive Bid. NOTE: If Contractor currently has (2) or more projects in progress, Grants Administration Division staff has the discretion to award Bid to the next lowest Bidder.

12.2 Contractor must be in good standing with the City of Fort Pierce Grants Administration Division.

12.3 If the project is deemed to have historical value or is listed on the local or national register, Grants Administration Division staff will give significant consideration to contractors having previous experience with the Historical Preservation Projects.

12.4 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.

12.5 A Form for *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion* has been included in the Bid Package and must be filled out by the Contractor and return with the Bid. A similar form for each subcontractor must be filled out and this form will be provided when the contract is awarded. (Should we add this form)

12.6 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. Vendors will be selected based on the lowest and best responsive responsible bid.
- b. Quality of Work (references and previous work experience)

PLEASE NOTE: All Bids shall remain open for sixty (60) days, not subject to revocation, and shall be subject to the City's acceptance

13. **W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM (PASS / FAIL)** Bidders will be required to return a completed W-9 Taxpayer Identification Form.
14. **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.
15. **MINORITY PARTICIPATION AND OUTREACH PROGRAM**
Describe your firm's program and/or policies in regard to minority and non-discrimination, including the firm's history of Minority and Women Owned Business Enterprise (M/WBE) participation. Include a strategy for promoting minority participation in this project and a realistic goal for participation. List references of Owners, M/WBE firms or consultants who can speak to your firm's utilization of M/WBE on previous projects.
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.

SECTION IV

STATEMENT OF WORK

This project should be bid on according to the housing rehabilitation specifications. The offeror agrees to furnish the following items or services to the City of Fort Pierce at the place specified, in accordance with specifications herein.

1. **SCOPE OF WORK**

This project should be bid according to the housing rehabilitation specifications set forth below. Project Bid must be all inclusive.

- Replace Roof
- Repair/Replace fascia and soffit
- Replace Main Entry Door
- Replace Rear Door and Utility Room Door
- Master Bathroom – Replace Sink and Vanity Light
- Master Bathroom – Install Grab Rails
- Replace 17 Windows - Impact
- Misc Electrical Repairs
- Replace HVAC
- Misc Drywall Repairs (Include Paint)
- Permits

PLEASE NOTE:

- **Any roof work will require separate permit(s).**
- **The homeowner is responsible for boxing up and protecting any breakables.**
- **The homeowner is to supply and is also responsible for needed utilities to complete rehab.**
- **Contractor must be able to complete work within 90 days from the issuance of the building permit. An extension must be approved 14 days prior to 90 days, not to exceed an additional 30 days (maximum of 120 days).**

SECTION V REQUIRED FORMS

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

Summary of Required Forms

Form No. 1 – Certification 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.

Form No. 3 – Non-Collusive Form (1 page)

Each bidder shall execute an affidavit, in the form provided by the City, to the effect that he/she has not colluded with any other person, firm or corporation regarding any proposal submitted. Such affidavit shall be attached to the bid form.

Form No. 4 – 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. 5 – 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. 6 – Scrutinized Companies Certification (1 page)

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes. At the time a company submits a bid or proposal for a contract or before the company enters or renews a contract with an agency or governmental entity for goods or services of \$1 million or more, the company must certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Form No. 7 – City of Fort Pierce Affidavit Regarding the Coercion For Labor or Service (2 pages)

The Affidavit must be completed by a person authorized to make this attestation on behalf of the Bidder/Proposer for the purpose of submitting a bid, proposal, quote, or other response, or otherwise entering into a contract with the County. The associated bid, proposal, quote, or other response will not be accepted unless and until this completed and executed Affidavit is submitted to the County.



Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

Contractor Covered Transactions

- (1) The prospective contractor of the Recipient, _____,
(Contractor's Name)
certifies by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

- (2) Where the Recipient's contractor's is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

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



DRUG~FREE 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 employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature

Date



NON-COLLUSION AFFIDAVIT FOR PRIME BIDDER

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, deposes
and says:

That he is _____
(a partner or officer of the firm, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

(Firm Name)

By: _____

Title: _____

Subscribed and sworn to before me this _____
day of _____, 20_____.

Notary Public

My Commission expires: (Seal)

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.

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.

1. 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.
2. 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.
3. 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.

4. 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 IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF 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, FLORIDA 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: CDBG RESIDENTIAL REHABILITATION – 318 NORTH 18TH STREET

Pursuant to Section 448.095, Florida Statutes, Contractor/Proposer/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/Proposer/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/Proposer/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/Proposer/Responder enters into a contract with a subcontractor, Contractor/Proposer/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/Proposer/Responder shall maintain a copy of such affidavit for the term of the Contract, and
- (d) the Contractor/Proposer/Bidder shall use the E-Verify System during the term of the Contract, as a condition of the Contract.

Contractor/Proposer/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: _____



CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Name: _____

Respondent's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Respondent FEIN: _____

Email Address: _____

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a bid for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a bid for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

Certification:

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject a company to civil penalties, attorney's fees, and/or costs.

Certified By: _____

who is authorized to sign on behalf of the above referenced company.

Authorized Signature Print Name and Title: _____

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
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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. 2025-028

CDBG RESIDENTIAL REHABILITATION – CDBG RESIDENTIAL REHABILITATION – 318 NORTH 18TH STREET

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	

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

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

<p>Part I Taxpayer Identification Number (TIN)</p> <p>Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later.</p> <p>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</p>	<p style="text-align: center;">Social security number</p> <table border="1" style="width: 100%; text-align: center;"> <tr> <td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td> <td style="width: 20px;">-</td> <td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td> <td style="width: 20px;">-</td> <td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td> </tr> </table> <p style="text-align: center;">or</p> <p style="text-align: center;">Employer identification number</p> <table border="1" style="width: 100%; text-align: center;"> <tr> <td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td> </tr> </table>					-				-																			
				-				-																					

<p>Part II Certification</p> <p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and I am a U.S. citizen or other U.S. person (defined below); and The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <p>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 for Part II, later.</p>	
---	--

Sign Here	<p>Signature of U.S. person ▶ _____</p>	<p>Date ▶ _____</p>
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General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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



BID RESPONSE FORM

Bid Item	CDBG RESIDENTIAL REHABILITATION – 318 NORTH 18TH STREET		
Bid Number	2025-028	Due Date & Time	3:00 PM, TUESDAY, MARCH 25, 2025

This project should be bid on according to the housing rehabilitation specifications. The offeror agrees to furnish the following items or services to the City of Fort Pierce at the place specified, in accordance with specifications herein at the prices quoted below:

ITEM DESCRIPTION	TOTAL COST
Replace Roof	\$
Repair/Replace fascia and soffit	\$
Replace Main Entry Door	\$
Replace Rear Door and Utility Room Door	\$
Master Bathroom – Replace Sink and Vanity Light	\$
Master Bathroom – Install Grab Rails	\$
Replace 17 Windows - Impact	\$
Misc Electrical Repairs	\$
Replace HVAC	\$
Misc Drywall Repairs (Include Paint)	\$
Permits	\$
TOTAL	\$

Please respond to the following questions:

This project will be completed within how many calendar days after the notice to proceed is issued.	
Work is guaranteed for how many years?	
Materials are guaranteed for how many years?	

VENDOR INFORMATION

Vendor: _____

Address: _____

City, State, Zip Code: _____

Email Address: _____

Typed Name & Title: _____

Signature: _____ Date: _____

Telephone No.: _____ Fax No.: _____

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

Remit To: _____

Check block below for applicable minority indicator:

MINORITY	CHECK BOX
Asian Indian	
Black	
Asian Pacific	
Hispanic	
Native American	
Small Business	
Women Owned	
Small Disadvantage Business	

CITY OF FORT PIERCE BIDDER'S CHECKLIST

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

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

	YES	NO
Is Invitation to Bid cover page (page 1) completed, signed, and attached?		
Included proof of proper insurance as stated in bid documents.		
Are all the required forms listed in Section III and Section V of the Submittal Requirements complete and included?		
Have all prices 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?		

PLEASE SIGN AND RETURN WITH BID _____

“SAMPLE AGREEMENT”



HOMEOWNER/CONTRACTOR AGREEMENT

This Agreement (hereinafter sometimes referred to as the “Contract”) entered this day of _____, 2025 by and between _____ Hereinafter referred to as “Owner” and **Contractor**, hereinafter referred to as “Contractor”, with financing provided by the City of Fort Pierce, and hereinafter referred to as “City”, in the amount of \$XX,XXX.00.

1. **HOLD HARMLESS.** In consideration of the compensation received hereunder, Contractor shall agree to defend, indemnify, and hold harmless the Owner and the City from liability and claim for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from Contractor's performance under this Agreement to install or construct home improvements to be paid for out of the proceeds of the Owner's rehabilitation loan. Contractor is acting in the capacity of an independent Contractor with respect to the Owner.

2. **LIEN WAIVERS.** Contractor agrees to protect, defend and indemnify Owner and the City from any claims for unpaid work, labor, or materials with respect to Contractor's performance. Final payment shall not be due until the Contractor has delivered to the Owner complete release of all liens for work completed arising out of Contractor's performance or a receipt in full covering all labor and materials for which a lien could be filed or a bond satisfactory to the Owner indemnifying the Owner against any lien. It is expressly agreed to by the parties that the compensation to be paid to the Contractor pursuant to this Agreement includes compensation for the indemnification provided in paragraphs 1 and 2.

3. **CONTRACT AMOUNT AND PAYMENT SCHEDULE.** Payments will be scheduled as follows, subject to the Owner's acceptance of work done:

1/3 completion, 2/3 completion	100% completion
--------------------------------	-----------------

SAMPLE AGREEMENT

4. **TIME FOR PERFORMANCE.** Owner shall provide written authorization to Contractor to commence work. The Contractor agrees to apply for permits within 3 days of Contract signing.

Contractor agrees to complete work 60 days from the date the permit was issued. If completion is delayed for reasons beyond Contractor's control, Contractor shall provide timely notice to the Owner of the reasons for such delay. If such good cause is claimed by the Contractor, it shall be Contractor's obligation to substantiate its claim by adequate documentation.

In the event Contractor shall fail to complete work within the agreed upon period and fails to provide evidence of good cause for such delay, Owner shall have the right to declare Contractor in default. In such event, Owner shall be responsible for providing written notice to Contractor by registered mail of such default. If Contractor fails to remedy such default within 15 calendar days of such notice, Owner shall have the right to select a substitute, Contractor. If the expense of finishing the work exceeds the unpaid balance of this Contract, the Contractor shall pay the difference to the Owner.

5. **CHANGE ORDERS.** Owner and Contractor expressly agree that no material changes or alterations in the description of work or price provided above shall be made unless in writing and mutually agreed to by both parties and authorized by the City.

6. **PERMITS AND CODES.** Contractor agrees to secure and pay for all necessary permits and licenses required for Contractor's performance and to adhere to applicable local codes and requirements whether or not covered by the specifications and drawings for the work, including any Contractor registration requirements.

7. **INSURANCE.** Contractor agrees to comply with the insurance requirements specified in Part III of this Agreement which, by reference thereto, are incorporated herein, and shall provide all documents necessary to comply with such requirements to the City prior to the start of the project.

8. **WARRANTY.** For good and valuable consideration, Contractor hereby agrees to provide a full one-year warranty to the Owner, which shall extend to subsequent owners of the property to be improved. The warranty shall provide that improvements, hardware and fixtures of whatever kind or nature installed or constructed on said property by the Contractor are of good quality, and free from defects in workmanship or materials or deficiencies. Contractor and Owner agree, however, the warranty set forth in this paragraph shall apply only to such deficiencies and defects as to which Owner or subsequent owners shall have given written notice to the Contractor, at its principal place of business, within one (1) year from the date of Contractor's request for final payment, stating that all work under this Contract has been completed

SAMPLE AGREEMENT

9. **SCOPE OF WORK.** Contractor acknowledges that it has prepared the Contractor's Bid (Part II of the Agreement) and that such bid is accurate and consistent as to the name of Contractor, scope of work that the Contractor will undertake, and price. Contractor acknowledges the performance requirement established in the write-up and warrants that all work undertaken will conform to said specifications. The work shall be performed on the property located at **318 North 18th Street, Fort Pierce, FL 34950.**

10. **REMOVAL OF DEBRIS.** Upon completion of work, Contractor agrees to remove all construction debris and surplus material from the property and leave the property in a neat and broom clean condition.

11. **SUBCONTRACTORS.** Contractor agrees that all the warranties contained herein shall apply to all work performed under the Contract, including that performed by subcontractors.

12. **MEDIATION.** In the event of a dispute between the parties in connection with this Contract, the parties agree to schedule and attend at least one mediation conference with a court certified mediator to address said dispute prior to filing a lawsuit. The parties shall fully cooperate with each other in obtaining such a mediator and scheduling and attending said mediation conference, and the fee of the mediator shall be shared equally by the parties. The State of Florida's statutes and procedural rules applicable to mediation of any filed lawsuit shall be applicable to and govern said mediation conference. If either party fails to so cooperate with the other party in scheduling and attending said mediation conference, then the other party can proceed with filing a lawsuit pertaining to the dispute.

13. **ATTORNEY FEES AND COSTS.** In the event of any dispute concerning the terms and conditions of this Contract or in the event of any action by any party to this Contract to judicially interpret or enforce this Contract or any provision hereof, or in any dispute arising in any manner from this Contract, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, attorney's fees, paralegal and legal assistant fees, and expert witness fees, whether incurred at trial or on appeal.

14. **PROHIBITION OF KICKBACKS.** By its signature below, the Contractor affirms that the Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest or person to submit a collusive or sham Bid in connection with the Contractor for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the owner or any person interested in the Contract. The price or prices quoted are fair and proper and are not tainted by any

SAMPLE AGREEMENT

collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest.

15. **INTEREST OF MEMBERS, OFFICERS, EMPLOYEES OF PUBLIC BODY, MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS.** No, officer, or employee of the City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program providing assistance under this Agreement.

16. **PROHIBITION OF BONUS OR COMMISSION.** The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining local government approval of the application for such assistance.

17. **DISCLAIMER.** The Contractor and the Owner hereby acknowledge that this Contract is solely between the Contractor and the Owner and that the City is not a party to this Contract, has no interest in this Contract, is acting solely as a conduit through which funds from the City's housing program are made available to private individuals for rehabilitation of property, and is not responsible for or on behalf of either the Owner or the Contractor for any actions, causes of actions, suits, dues, sums of money, accounts, variances, damages and liabilities whatsoever both in law and equity or which may result from the existing state of things which have existed or will exist between the Owner and the Contractor.

18. **ACKNOWLEDGMENT.** The above warranties are in addition to, and not in limitation of, any and all other rights and remedies to which the Owner, or subsequent owners, may be entitled, at law or in equity, and shall survive the conveyance of title, delivery of possession of the property, or other final settlement made by the Owner and shall be binding on the undersigned notwithstanding any provision to the contrary contained in any instrument heretofore or hereafter executed by the Owner. Contractor and Owners hereby acknowledge acceptance of this Agreement:

Homeowner

Name of Applicant 2, Homeowner

Date

SAMPLE AGREEMENT

Contractor hereby acknowledges acceptance of this Agreement:

Contractor Company
Name of Contractor / Business Owner
Address:
City / State / Zip:

Date

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me **by means of** **physical presence** or **online notarization**, this ____ day of _____, 2025 by _____, who is (are) personally known to me or who has (have) produced _____ as identification.

Notary Seal

Signature of Notary Public

Name of Notary Typed, Printed or Stamped

Parcel ID Number: 2409-606-0015-000-9