

PORT ST. LUCIE CITY COUNCIL
AGENDA ITEM REQUEST

COUNCIL ITEM 13A
DATE 12/12/11

Meeting Date: December 12, 2011

Public Hearing Ordinance Resolution Motion

Item: E-RFP #20110071, HVAC Contractor for NSP Home Rehabilitation, Sea Coast Air Conditioning, Inc.

Recommended Action:

Approval to accept the recommendation of the Evaluation Committee for this contract award to Sea Coast Air Conditioning, Inc. for the furnishing and installing of HVAC systems when needed for the NSP (Neighborhood Stabilization Program) Home Rehabilitation Project. Also requesting approval of the contract document.

Vendors indicated that they do have a Drug-Free Workplace Program in place.

Exhibits: Department memo attached [] yes [x] no
Evaluation Committee Meeting Minutes.
Copies of the RFP Tabulation Report, Specifications, Addendums, and the submitted E-RFQ Responses.

NOTE: Offers from vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

Summary Explanation/Background Information:

The need for the above contract is to supply, install, and repair HVAC systems on an "as needed" basis in refurbished City-owned NSP homes. This item has been budgeted.

The initial contract period will be twenty-four (24) months with option for a renewal period of an additional twenty-four (24) months. There is no guarantee as to the amount of services, labor, or supplies the City may need or purchase from the above listed Contractor during the term of the Contract.

Purchase orders will be issued as needed, based on Contractor's proposals, on a "per house" basis, for Neighborhood Stabilization Program refurbished houses located throughout the City and owned by the City of Port St. Lucie. Approval to issue purchase orders up to \$200,000 per fiscal year without further council action.

Fund	116/114	NSP Funds
Cost Center	5500	Projects
Object Code	549111	Repairs & Rehab
Project	TBD	Various

Director of OMB concurs with award: ASD City Manager concurs with award: JAB

Department requests 0 minutes to make a presentation.

RECEIVED

Submitted by: Tricia Swift-Pollard
Title: Director, Community Services

DEC 02 2011
Date Submitted: 12/1/11

City Manager's Office

NOTIFICATION
EVALUATION MEETING
E-RFP #20110071
HVAC Contractor
Neighborhood Stabilization Program

Friday, November 18, 2011
OMB Conference Room
9:30 A.M.

Evaluation Committee: Jack Reisinger, Patti Tobin, Patricia Selmer (or her designee).

Evaluation of HVAC Contractor
E-RFP #20110071 NSP-BM
November 18, 2011 9:30am

Attendees

Barb Moquin, OMB
Vickie Smith, OMB
Jack Reisinger, Building
Patti Tobin, Building
Dottie Sinan, NSP Inspector

Barb Moquin: We are here for the evaluation of RFP responses for the NSP HVAC Contractor(s). We had one response. Evaluation packets were sent out to you including a bid tab spreadsheet, reference forms, bid response, licensing, etc.. I am here basically to chair this meeting. It is up to you to decide what you would like to do to move forward with contracting with this particular company which is Sea Coast Air Conditioning and Sheet Metal or whatever direction you might decide – to contract or other action you would rather take.

Patti Tobin: I recommend to contract with Sea Coast.

We talked about it in the office, a little disappointed that all we got was one response, but the last time we only got one but they were from out of town so it was a little complicated. These guys are at least local.

Barb Moquin: So what was your original statement?

Patti Tobin: I recommend approval of Sea Coast.

Jack Reisinger: I'll second that.

Dottie Sinan: I also agree.

Barb Moquin: Alright, so it is a consensus of this evaluation committee to move forward and to contract with Sea Coast Air Conditioning and Sheet Metal. Did anyone fill out any of their forms for the record; I need them in my files.

We are pretty well done here, we'll complete the contract and we will get it on to the City Council and processed through. Thank you for participating.

Meeting Adjourned at 9:42 am.

Respondent: **Sea Coast Air Conditioning & Sheet Metal**

A Criterion	B Weight Factor	C Maximum Points Independent Review	D Maximum Points Review with Panel
A. Qualifications of Firm in HVAC Projects	4	0 1 2 3 <u>4</u> 5	0 1 2 3 4 5
Comments:			
B. Experience /expertise of staff	5	0 1 2 3 <u>4</u> 5	0 1 2 3 4 5
Comments:			
C. Past Performance	8	0 1 2 <u>3</u> 4 5	0 1 2 3 4 5
Comments:			
D. Section 3 Certification (St. Lucie County)	1	<u>0</u> 1 2 3 4 5 ^{PR}	0 1 2 3 4 5
Comments:			
E. Business Owner Lives in NSP-3 project area	1	<u>0</u> 1 2 3 4 5	0 1 2 3 4 5
Comments:			
F. Minority Business Enterprise	1	<u>0</u> 1 2 3 4 5	0 1 2 3 4 5
Comments:			

Instructions to Evaluator: Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Jack Reisinger Dept.: Building Dept.
 (please print)

Signature:  Date: _____

Respondent: **Sea Coast Air Conditioning & Sheet Metal**

A Criterion	B Weight Factor	C Maximum Points Independent Review	D Maximum Points Review with Panel
A. Qualifications of Firm in HVAC Projects Comments:	4	0 1 2 3 4 (5)	0 1 2 3 4 5
B. Experience /expertise of staff Comments:	5	0 1 2 3 4 (5)	0 1 2 3 4 5
C. Past Performance Comments:	8	0 1 2 3 4 (5)	0 1 2 3 4 5
D. Section 3 Certification (St. Lucie County) Comments:	1	(0) 1 2 3 4 5	0 1 2 3 4 5
E. Business Owner Lives in NSP-3 project area Comments:	1	(0) 1 2 3 4 5	0 1 2 3 4 5
F. Minority Business Enterprise Comments:	1	(0) 1 2 3 4 5	0 1 2 3 4 5

Instructions to Evaluator: Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: DOROTHY SINAN
Patricia Selmer (please print) Dept.: Community Services

Signature: Dorothy Sinan Date: 11/18/11

Respondent: **Sea Coast Air Conditioning & Sheet Metal**

A Criterion	B Weight Factor	C Maximum Points Independent Review	D Maximum Points Review with Panel
A. Qualifications of Firm in HVAC Projects Comments:	4	0 1 2 3 4 (5)	0 1 2 3 4 5
B. Experience /expertise of staff Comments:	5	0 1 2 3 4 (5)	0 1 2 3 4 5
C. Past Performance Comments:	8	0 1 2 3 (4) 5	0 1 2 3 4 5
D. Section 3 Certification (St. Lucie County) Comments:	1	(0) 1 2 3 4 5	0 1 2 3 4 5
E. Business Owner Lives in NSP-3 project area Comments:	1	(0) 1 2 3 4 5	0 1 2 3 4 5
F. Minority Business Enterprise Comments:	1	(0) 1 2 3 4 5	0 1 2 3 4 5

Instructions to Evaluator: Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Patti Tobin Dept.: Community Services

(please print)

Signature: Patricia A. Tobin Date: 11-18-11

HVAC Contractor for NSP Projects
E-RFP #20110071-BM
November 18, 2011 @ 9:30 am
Evaluation Committee Meeting Attendance

	Name (Please <u>PRINT</u> legibly)	Agency	E-Mail Address	Telephone # & FAX #
1.	Barbara Moquin	City of PSL	barbaram@cityofpsl.com	772-871-5224 F
2.	Patti Tobin	PSL	ptobin@cityofpsl.com	T 6350 F
3.	DOTTIE SINAN	PROJECT MGR NSP	AULTIMATEH@COMCAST.NET	T 879-0093 F 871-
4.	Jack Reisinger	Building Dept	JReisinger@cityofpsl.com	T 871-5132 F
5.				T F
6.				T F
7.				T F

GUIDELINES FOR USING RFP EVALUATION FORM

(These guidelines are a sample of all criteria that *could* be used in an RFP. Not all of the criteria shown will be required in every RFP. Therefore, apply only that criterion that relates to the current project.)

The principle of fair and open competition in public procurement prohibits the use of any evaluation criteria other than those listed in the solicitation. These criteria must be applied to the responses without change, deletion, or expansion. A protest from a respondent whose proposal was rejected by an evaluation committee using criteria not identified in the published solicitation has a good chance of successfully protesting the award.

Weighting Scores:

Criteria that have more importance (weight) than others are assigned a multiplier or weight factor. Weights are fixed values that indicate the *relative importance* of the criterion, not the quality of the response. The weight factor 2 might represent *important*; 4, *moderately important*; and 5, *very important*. The established weights must be applied to the responses without change, deletion, or expansion.

Assigning points:

Points are awarded according to the quality of the response with respect to each criterion. On a 0 to 5 point scale, for example, 0 would represent an unacceptable response; 1, a poor response; 2, satisfactory; 3, good; 4, very good; and 5, excellent. (The 0 to 5 point scale is the easiest to apply).

Completing the form:

The form has four columns (lettered A through F). When the evaluator receives the form, Columns A and B is completely filled out: Column A identifies the criterion being scored; Column B shows the weight (1, 3, or 5, for example) assigned to each criterion. Columns C and D are filled out and contain the maximum number of points that can be assigned (on the 0 to 5 point scale shown previously, the maximum is 5).

In the first step in the independent review each committee member chooses the best response to each criterion from the responses received. That response is awarded the maximum point value, and the other responses are assigned fewer points according to how they compare with the best response. (In other words, the best response is determined in relation to the other responses rather than in relation to an ideal.) It is important to note that this is an **independent** review and there is to be no discussion or meeting at this time concerning the selection. You may make notes or mark down questions that may be addressed only during the committee meeting.

In order to work with responses that fail to address certain criteria or that take exception to them, the person may evaluate below the assigned point range and award zero or negative scores. For example, if a respondent states explicitly that a particular requirement will not be met, a negative score equal to the highest possible number of points (say, -5) is circled. If a respondent simply fails to address a requirement, a point value of zero is selected. The use of negative or zero scores should be discussed at the committee meeting.

As part of the independent review, committee members make brief comments under each criterion explaining the reasoning behind their scores. These notes may be used for reference during the full panel discussions if another committee member questions the points assigned.

Each committee member returns the evaluation form to the Contract Specialist on the date specified by following the routing instructions. The points in column C will be tallied by the Contract Specialist and the scores and rankings will be distributed to each committee member at the start of the public evaluation committee meeting.

When the full committee meets to review the proposals, some evaluators may wish to change their points due to information revealed at the panel meeting. For example, if a respondent included information in an attachment instead of in the main section of the proposal, committee members who overlooked the attachment and awarded lower points because of missing information would need to adjust their points in column D after evaluating the information. Evaluators during the public committee meeting may adjust point values in Column D (Review with Panel). If no adjustment then Column C will be used for the total score.

The points entered in Column C must be independently arrived at and not represent a consensus of the panel. The only exception occurs when points are assigned as a result of a professional review (for example, the Finance or Office of Management and Budget department reports on the financial stability of each respondent and assigns a score to be entered on all panel members' forms)

Examples of applying the criteria:

A. Experience and history of firm: This criterion examines corporate rather than individual experience. If the firm limits its work to specialized areas, does the principal area of specialization match the scope of work of the RFP, or is the work to be subcontracted? Do the references indicate that the firm can handle the size and scope of the project?

B. Qualifications and experience of principals and staff: Do the qualifications of the principals, project manager, and project staff indicate that the firm can complete the tasks in a professional and satisfactory manner? Are the staff members profiled in the proposal those who will actually undertake the project? If not, their qualifications, no matter how impressive must be disregarded. Is the experience recent enough to incorporate current changes in service technology?

C. Past Performance: A company's past performance as reflected by the References provided for previous projects.

D., E., and E: Section 3 Certification, business owner lives in NSP-3 project area, is or is not a minority business enterprise company.

NOTE: ONLY ONE RFP RESPONSE RECEIVED. OMB HAS CHECKED OVER RESPONSIBILITY, RESPONSIVENESS, LICENSING, LEGAL REVIEW, REFERENCES-ALL APPEAR IN ORDER.

CITY OF PORT SAINT LUCIE
CONTRACT #20110071

Draft

This CONTRACT, executed this _____ day of _____, 2011, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and Sea Coast Air Conditioning, Inc., a Florida Corporation, 2601 Industrial Avenue, #3, Fort Pierce, Florida, 34946, Telephone No. (772)466-2400, Fax No. (772)466-3053, hereinafter called "Contractor", party of the second part.

RECITALS

In consideration of the below agreements and covenants, the parties agree as follows:

NOTICES

City Project Manager: Tricia Swift-Pollard, Community Services Director
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984
Telephone: 772-871-5264 Fax: 772-344-4340
Email: triciap@cityofpsl.com

City Contract Administrator: Contract Specialist, as assigned by the
Office of Management & Budget
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984
Telephone: 772-871-5223 Fax: 772-871-7337

**SECTION I
DESCRIPTION OF SERVICES TO BE PROVIDED**

The specific work for the repair and rehabilitation of foreclosed properties purchased by the City for the Neighborhood Stabilization Program, which the Contractor has agreed to perform pursuant to the Request for Proposal which is incorporated herein by this reference, is for a HVAC Contractor or Contractors, licensed in the State of Florida and experienced in residential HVAC system installations and repair services. Awards for individual projects under this Master Contract will be as follows:

Award of Individual Projects – After the award of the Master Contract, an E-quote in Excel format will be broadcasted on DemandStar.com with the specifications listed for each project. All responses shall be submitted electronically in an Excel format. Each individual project will be classified as a NSP-1 or NSP-3 residence. Quotes should include all costs to perform and provide the necessary work and materials. The award of each individual project will be based on the lowest responsive responsible bid with consideration for the projected completion time submitted for the project, and credit will be given for Section 3 and/or Vicinity Hiring Certifications as follows:

All Neighborhood Stabilization Program (NSP) I and 3 project E-Bid awards shall adhere to the following requirements:

1. Section 3 Compliance

- a. To ensure compliance with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations under 24 CFR part 135, the City shall give preference for project awards to Contractors who are certified as Section 3 businesses.
- b. Credit for meeting Section 3 eligibility criteria shall be incorporated into the evaluation of the award as follows: The eligible contractor will be determined to have the lowest responsive bid if that bid is not more than 5% higher than the total bid price of the lowest responsive bid from any responsible bidder. All other evaluation criteria remain unchanged.
- c. Contractors shall to the greatest extent feasible assist in informing Section 3 businesses and residents (low and very low income persons in Port St. Lucie) of employment opportunities made available through NSP funding.
- d. The Contractor is strongly encouraged to provide a listing of job availability at the job site and to provide door hangers of job availability for the neighborhood residents to better target local Section 3 residents for hiring.

All Neighborhood Stabilization Program (NSP) 3 project E-Bid awards shall adhere to the following requirements:

2. Vicinity Hiring Compliance

- a. The City is required to the maximum extent feasible to provide for the hiring of employees who reside in the target area of NSP 3 funded projects or contract with small businesses that are owned and operated by persons residing in the NSP 3 specific vicinity. For NSP3 the Vicinity Hiring area is described as follows:

Census Tract 2005, Block Group 2: Bordered on the West by Florida's Turnpike, on the North by Eyerly Ave., on the East by Airoso Blvd. and on the South by Port St. Lucie Blvd.
- b. To ensure compliance with NSP3 Vicinity Hiring the City shall give preference to project awards to Contractors who live in the above described area and have been certified by the Vicinity Hiring Certification.
- c. Credit for Contractor's who live in the vicinity of such NSP3 projects and meet the Vicinity Hiring Certification requirements shall be incorporated into the evaluation of the award as follows: The eligible contractor will be determined to have the lowest responsive bid if that bid is not more than 7% higher than the total bid price of the lowest responsive bid for any responsible bidder. All other evaluation criteria remain unchanged. If the Contractor is certified under Section 3 and Vicinity Hiring, the total bid price is limited to not more than 7% higher than the total bid price of the lowest responsive bid from any responsible Bidder.
- d. Contractors shall, to the greatest extent feasible, assist the City in providing opportunities for the hiring of employees or contracting with small business owned and operated by persons residing in the vicinity.

- e. The Contractor is strongly encouraged to provide a listing of job availability at the job site and to provide door hangers of job availability for the neighborhood residents to better target local residents for hiring opportunities.

To obtain information on Section 3 eligibility and Vicinity Hiring Certification go to the City's web site at www.cityofpsl.com and click on the blue button entitled "Neighborhood Stabilization Program- 3. Scroll down to "Hiring of Contractors for Repair of Homes" and choose Section 3 Compliance and/or Vicinity Hiring for NSP-3. Information sheets are located in the respective areas.

SECTION II TIME OF PERFORMANCE

Contract period shall commence on December 5, 2011 (Commencement Date) and continue for a period of twenty-four (24) months through to December 4, 2013 (Termination Date), with a renewal option as stated in Section XX of this contract. In the event all work required in the Proposal has not been completed by the specified date for each event, the Contractor agrees to provide work as authorized by the Contract Supervisor until all work for the event specified has been rendered

SECTION III COMPENSATION

The total amount to be paid by the City to the Contractor will be determined by the lump sum E-Quote on each individual residential property. Contractor's quote shall include any costs for labor, materials, and any permits necessary to complete the work on individual properties. Payments will be disbursed in the following manner:

Progress Payments- Partial payments may be calculated based on the percentage of work completed and installed, and said payments will be made Net thirty (30) days after the receipt of the Pay Request. Partial Release of Liens from all contractors, subcontractors, suppliers for materials and sub-sub contractors are to be attached to each invoice.

Acceptance and Final Payment -Upon receipt of written notice that the work is ready for final inspection and acceptance, the City will promptly make such inspection. When the City finds the work acceptable under the terms of the Contract and the work is fully performed, the City will promptly issue a final certificate stating that the work provided for in the Contract has been completed, and that the City's final acceptance of the Contractor's work under the terms and conditions of the Contract is recommended, and the entire balance due to the Contractor, subject to any liquidated damages assessed against the Contractor, if any, will be paid to the Contractor net thirty (30) calendar days after the date of the City's issuance of said final certificate of work completion and acceptance.

Before the City issues the final certificate of work completion and acceptance, the Contractor shall submit evidence that all payrolls, material bills and other indebtedness connected with the work have been paid. Final Release of Liens from all contractors, subcontractors, suppliers for materials and sub-sub contractors are to be attached to the final invoice.

The Contractor shall not be paid additional compensation for any loss, and/or damage arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the prosecution of the work, or for any expenses incurred by, or as a consequence of the suspension or discontinuance of the work.

Invoices for services shall be submitted once a month, by the 10th day of each month, and payments shall be made net thirty (30) days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and approved by the Contract Supervisor as provided in Section XII.

No payment for projects involving improvements to real property shall be due until Contractor delivers to City a complete release of all claims arising out of the Contract, or receipts in full in lieu thereof, together with an affidavit asserting personal knowledge that the releases and receipts include labor and materials for which a lien could be filed.

All invoices and correspondence relative to this Contract must contain the Contract number, Purchase Order Number or Visa Authorization Number.

SECTION IV CONFORMANCE WITH PROPOSAL

It is understood that the materials and/or work required herein are in accordance with the proposal made by the Contractor pursuant to the Request for Proposal and Specifications on file in the City's Office of Management and Budget. All documents submitted by the Contractor in relation to said proposal, and all documents promulgated by the City for inviting proposals are, by reference, made a part hereof as if set forth herein in full.

SECTION V INDEMNIFICATION/INSURANCE

The Contractor agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent acts, recklessness, or wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract. As consideration for this indemnity provision the Contractor shall be paid a one-time fee in the amount of ten dollars (\$10.00), which will be paid to the Contractor at the time the Contract is executed by the City, and prior to the commencement of any work.

The Contractor shall, on a primary basis and at its sole cost and expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage limits, including endorsements, as described herein below. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to, and shall not in any manner whatever limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that may be obtained pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its sovereign immunity pursuant to Section 768.28, Florida Statutes, under its self insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, or any obligation to name the City of Port St. Lucie as an

additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis. Should scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG20101185 or CG20371001 & CG20100704) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of 5 years from the date of possession by owner or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause. There shall be no exclusion for Mold, Silica or Respirable Dust or Bodily Injury or Property Damage arising out of heat, smoke, fumes or ash from a hostile fire.

Except as to Workers' Compensation and Employers' Liability, said certificate(s) and policies shall clearly state that the coverages required by the Contract have been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, political subdivision of the State of Florida, its officers, employees and agents, and Contract #20110071 for HVAC Contractors for the Neighborhood Stabilization Program (NSP) shall be listed as additionally insured.**" The Certificate of Insurance and policy shall unequivocally provide thirty- (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be accepted by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon receipt of thirty - (30) days written notice from the City, to provide coverage at least equal to the amended statutory limit of liability of the City.

Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.

It shall be the responsibility of the Contractor to ensure that all subcontractors comply with the same insurance requirements referenced above.

All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the City shall be endorsed as an "Additional Insured."

SECTION VI PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any subcontractor, supplier of materials, laborer or other person, or entity shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION VII WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. Any and all changes must be authorized by a written change order signed by the Director of OMB, City Manager, or their designees. Work shall be changed and the

Contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties before starting the work involved in the Contract change.

SECTION VIII FIELD CHANGES

The Contract Supervisor shall have the authority to order minor changes in amounts up to \$25,000.00, accumulated change orders totaling less than \$25,000.00, or minor extensions of the Contract Time. Such changes shall be effectuated by written order and signed by both the Contract Supervisor and the Contractor. The Contractor shall carry out such written orders promptly. Change orders in amounts exceeding \$25,000.00 require City Council approval.

SECTION IX COMPLIANCE WITH LAWS

The Contractor shall give all notices required by all applicable laws, ordinances and codes. Further, Contractor shall, at Contractor's sole cost and expense secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and work performed pursuant to the Contract, and any Amendments or Change Orders thereto shall comply with all local, state and federal laws and regulations.

SECTION X CLEANING UP

The Contractor shall, during the performance of this Contract, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear and clean. Upon completion of the work, Contractor shall remove all of Contractor's equipment and all excess materials, and put the work area in a neat, clean, sanitary and safe condition.

SECTION XI NOTICE OF PERFORMANCE

Following the delivery of materials and Contractor's performance of work required under this Contract, Contractor shall submit a written request for inspection to the Contract Supervisor. Such written request for inspection is the Contractor's Notice of Performance, which is further addressed in Section XIII of this Contract.

SECTION XII INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required work was performed in accordance with the terms and conditions of the Contract Documents, the Project Manager, or his/her designee, shall conduct inspection as soon as practicable after receipt of the Contractor's Notice of Performance. If such inspection shows that the required work was performed in accordance with the terms and conditions of the Contract Documents and that the work is entirely satisfactory, the Project Manager, or his/her designee, shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section III of this Contract. If the inspection conducted by the Project Manager, or his/her designee, reveals that the work performed is not satisfactory, or substandard, then the Project Manager, or

his/her designee, shall, as soon as practicable, inform the representatives or contact persons of the respective parties hereto, of the specific findings of the inspection. The City shall provide Contractor with the opportunity to correct, remedy, or fix, within a reasonable time but no longer than thirty (30) days from the date of being informed of the unfavorable inspection. The items deemed unsatisfactory, substandard, or defective shall be remedied by the Contractor at no additional charge to the City. Such examination, inspection, or tests made by the Project Manager, or his/her designee, at any time, shall not relieve Contractor of the responsibility or obligation to remedy any deviation, deficiency, or defect in the materials used or work performed.

SECTION XIII ADDITIONAL REQUIREMENTS

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of the Contract Documents shall supersede, apply, take precedence and govern.

SECTION XIV LICENSING

The Contractor warrants that he possesses all licenses and certificates necessary to perform the required work and is not in violation of any laws. Contractor warrants that his license and certificates are current and will be maintained throughout the duration of the Contract.

SECTION XV SAFETY PRECAUTIONS

Caution shall be exercised at all times for the protection of persons, including employees and members of the public, and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

SECTION XVI ASSIGNMENT

The Contractor shall not delegate or subcontract any part of the work required to be performed under this Contract or assign any monies due Contractor hereunder without first obtaining the written consent of the City.

SECTION XVII TERMINATION, DELAYS AND LIQUIDATED DAMAGES

A. Termination of Contract. If the Contractor refuses or fails to deliver materials as required and/or prosecute the work with such diligence as will insure its completion within the time specified in this Contract, or as may be modified pursuant to the terms of this Contract, the City by written notice to the Contractor, may terminate Contractor's rights to proceed. Upon such termination, the City may take over the work and prosecute the same to completion, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional costs incurred by the City in its completion of the work. The City may also, in the event of termination obtain undelivered materials, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred for such material. Contractor and his sureties shall also be liable to the City for liquidated damages for

any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the work site, and therefore necessary to accomplish the work.

B. Liquidated Damages for Delays. If material is not provided, or if work is not completed within the time specified in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City the amount of **\$500.00** for each calendar day of delay until the work is completed. The Contractor and his sureties shall be liable to the City for the total amount thereof that is due to the City as a result of said delay of work completion.

C. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any adverse acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any willful or malicious acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargos and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify provide written notice to the City of the delay in performing work. Contractor shall provide such written notice of delay within two (2) days of the event that caused the delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable, then the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

D. The City may terminate this Contract with or without cause by giving the Contractor thirty (30) days notice in writing. Upon delivery of said notice and upon expiration of the thirty (30) day period, the Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder.

SECTION XVIII LAW

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken pursuant to this Contract shall be in St. Lucie County, Florida.

SECTION XIX APPROPRIATION APPROVAL

The Contractor acknowledges that the City of Port Saint Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in the event such appropriation is not forthcoming, the City may terminate this Contract and that no charges, penalties or other costs shall be assessed against the City.

**SECTION XX
RENEWAL OPTION**

The Contract period will be for twenty-four (24) months with an option to renew for one (1) additional twenty-four (24) month period. In the event Contractor offers, in writing, at least three (3) months prior to the termination of this Contract, to provide the identical services required in this Contract for the identical period of time in the subsequent calendar period, then the City, without additional bidding or negotiation, may, with the mutual agreement of the Contractor, extend this Contract for an additional twenty-four (24) month period.

NOTE: Contractor may exercise the option to continue the contract by submitting a written submission three (3) months prior to the end of the twenty-four (24) month period.

**SECTION XXI
ENTIRE AGREEMENT**

The written terms and provisions of this Contract shall supersede and take precedence over any and all prior and contemporaneous verbal or written statements of any official or other representative of the City. Any such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

Balance of page intentionally left blank.

IN WITNESS WHEREOF, the parties have executed this Contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By:

City Manager

ATTEST:

By:

City Clerk

By: _____
Authorized Representative of **Sea Coast Air Conditioning, Inc.**

Print Name Title

State of: _____

County of: _____

Before me personally appeared: _____
(please print)

Personally known _____

Produced Identification: _____
(type of identification)

Identification No. _____

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.
(he/she)

WITNESS my hand and official seal, this _____ day of _____, 2011.

Notary Signature

Notary Public-State of _____ at Large

My Commission Expires _____.

(seal)

E-RFP Review/Tabulation
HVAC Contractors for NSP Homes
E-RFP #20110071

COMPANY NAME >>>>>		<i>Sea Coast Air Conditioning & Sheet Metal</i>	(no other responses received)
Item	Description		
1	Completed Questionnaire	Yes	
2	Addenda Acknowledged	No -Rec'd new due date&time	
3	Current Insurance Cert	Yes-need W/C (41EE)	
4	Licenses/Certifications	St. of Florida-AC Contractor&Cnty	
5	Accepts City Contract	Yes	
6	References	Yes-5	
7	Contractor Verification Form	Yes	
8	Noncollusion Affidavit	Yes	
9	Certification Regarding Lobbying	Yes	
10	Drug-Free Workplace Form	Yes	
11	Sub Contractors List	Do not use subs	
12	Check List	Yes	
13	Legal Review (OMB)	<i>BQM - Yes</i>	
14	Other	Completed W-9	
		Capable of Replacing 4 Sys/Day	
		No contract defaults	
		Not Minority Business Enterprise	
		Not claiming Sec.3/NSP 3	

5. PROPOSER'S QUESTIONNAIRE

E-RFP #20110071
HVAC Contractors

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

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

Dated this 4 day of November 2011.

Sea Coast Air Conditioning
Name of Organization / Proposer

Submitted by: John V. Langel President
Name and Title

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

1. Type of Organization: Corporation, Partnership, Joint Venture, Individual or other?
(circle one)

2. If a Corporation, answer the following:

When incorporated 1981

In what State Florida

Name of Officers: President John V. Langel

Vice President Patrick J. Langel

Secretary Patrick J. Langel

Treasurer John V. Langel

3. If a Partnership, answer the following:

Date of organization _____

General Limited Partnership _____

Name and address of each partner:

(Attach additional pages if necessary)

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

Sea Coast A/C 2601 Industrial Ave 3 Ft. Pierce Fl 34946 772-466-2400 Fax 772-466-

3053 E-mail SEACOASTAIR@aol.com John Langel

Proposals for HVAC Contractors for NSP

5. Firm's previous names (if any) n/a
What year(s) n/a
6. Area of expertise: Air Conditioning Service, Maintenance and Replacement
7. How many years has your organization been in business 29 years
8. Describe organization profile, including the size, range of activities, licenses, etc.
State class A Air Conditioning: Employees A/C Maintenance, Service, Equipment Installations
(This is a Word document – add lines if needed)

9. Number of full time personnel:

	Current	Maximum	Minimum
a. Partners	2		
b. Managers	3		
c. Supervisors Senior Staff	2		
d. Other Professional Staff			
g. Total number of full time personnel	41		

10. What is the residential HVAC experience of the principals and supervisory personnel of your organization?

Name	Title	Years of Construction Experience	% of Time to be Spent on City Projects	In What Capacity and With Whom
JOHN V. LANGEL	President	40 years		
PATRICK LANGEL	Vice President	40 years		
CHRIS LANGEL	Supervisor	35 years		

11. Firm's experience with similar contracts. Indicate which team member(s) was part of similar contracts. Indicate specifically the nature and extent of the work performed by the individual(s) or firms on prior similar contracts.

Name	Work Performed
JOHN V LANGEL	A/C SYSTEM AND EQUIPMENT REPLACEMENT
PATRICK LANGEL	A/C MAINTENANCE AND SERVICE
CHRIS LANGEL	A/C SYSTEM AND EQUIPMENT REPLACEMENT

12. Provide an organizational chart identifying relationship of entity and sub-contractors (if any) and the role description of key personnel proposed.

13. State your firm's commitment to perform in a timely fashion:

We provide same day repair service and maintenance Replacement systems completed in 1 day

14. Submit the current and projected workloads of identified key personnel to be assigned to this contract.

Name	Current and Projected Workloads
CHRIS LANGEL	WE ARE CAPABLE OF REPLACING 4 SYSTEMS DAILY
	REPAIR 28 SYSTEMS DAILY

15. State your firm's ability to meet budget and schedule:
WE HAVE 23 PEOPLE DEDICATED TO RESIDENTIAL SERVICE, MAINTENANCE AND SYSTEMS REPLACEMENTS

16. Provide information regarding any favorable cost containment approaches or ideas that have been successful for you:

17. Identify any sub-contractor(s) that will be involved that you hire on a regular basis, including address(s) and a description of qualification(s).

Name	Address	Qualifications
ALL WORK DONE BY SEA COAST A/C		

18. Has the Proposer or any principals of the applicant organization failed to qualify as a responsible HVAC Contractor; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years; or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? If yes, please explain:
NO

19. Has the Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Yes () No (X)
If yes, please explain:

20. List any lawsuits / litigations pending or completed involving the corporation, partnership or individuals with more than ten percent (10 %) interest:
NO
21. List any judgments from lawsuits in the last five (5) years:
NONE
22. List any criminal violations and/or convictions of the Proposer and/or any of its principals:
NONE
23. Is firm claiming to be a Certified Minority Business Enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, and in accordance with Florida State Statutes, #287.09451?

Yes () No (X)

24. Describe any significant or unique accomplishment in previous contracts. Include any additional data pertinent to firm's capabilities. (Please limit to two (2) pages)

25. Is firm claiming to be a HUD Section 3 Business as defined under Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (as amended)?

Yes () No (X)

26. Is firm claiming to be qualified under NSP-3 Vicinity Hiring requirements?

Yes () No (X)

(If you are not certified but think you might qualify or need information on Vicinity Hiring, go to www.cityofpsl.com, click on the blue Neighborhood Stabilization Program 3 button on the left hand side, and look for "Hiring of Contractors for Repair of Homes.")

27. Provide a listing of all employees you plan to have on the job site, full or part time, and indicate their principal occupation/job. Robert Green, Brian Hargrave, Jonathan Pruitt, Jonathon Langel, Christopher Langel, Jason Sapp, Vince Randolph, Tom Bush

28. Do you plan to hire additional employees or contract with a new sub-contractor(s) to complete NSP jobs?

Yes () No (X)

If "Yes" is checked, do you have a plan that promotes hiring of Section 3 residents/subcontractors or qualified individuals/subcontractors within the "Vicinity"? See references in 25 and 26 above.

Proposals for HVAC Contractors for NSP

John V. Langel
Signature

By: John V. Langel

(President)

John V. Langel
Print Name

Attest: Patrick J. Langel

(Secretary)

**CITY OF PORT ST. LUCIE
E-RFP # 20110071**

PROJECT TITLE: HVAC Contractors for the Neighborhood Stabilization Program

CONTRACTOR VERIFICATION FORM

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of Firm Sea Coast Air Conditioning & Sheet Metal

Corporate Title: Sea Coast Air Conditioning & Sheet Metal

Address: 2601 Industrial Ave 3 Ft. Pierce Florida 34946

Proposals for HVAC Contractors for NSP

(Zip Code)

By John V. Langel
(Print name)

President
(Print title)

John V. Langel
(Authorized Signature)

Telephone: () 772-466-2400

Fax: () 772-466-3053

State License # CACO16446 (ATTACH COPY)

County License # 1461 (ATTACH COPY)

City License: (ATTACH PROOF OF REGISTRATION WITH THE CITY)

Type of License: CLASS A A/C

Unlimited YES (yes/no)

If "NO", Limited to what trade? _____

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

E-RFP #20110071

State of Florida

County of St. Lucie County

John V. Langel being first duly sworn, disposes and says that:

1. They are President of Sea Coast Air Conditioning the Bidder that has submitted the attached bid/PROPOSAL;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid/PROPOSAL;
3. Such Bid/Proposal is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder/Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Bid in connection with the contract 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 Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Port St. Lucie or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) John V. Langel

(Title) President

STATE OF FLORIDA }
COUNTY OF ST. LUCIE }SS:

The foregoing instrument was acknowledged before me this _____
(Date)

by: _____ who is personally known to me or who has produced
_____ as identification and who did (did not) take an oath.

Notary (print & sign name)
Commission No. _____

**E-RFP #20110071
CERTIFICATION REGARDING LOBBYING**

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying", 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- (3) The undersigned shall require that the language of this certification be included in the awards documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352 (1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure]

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Company Name Sea Coast Air Conditioning

Authorized By John V. Langel
(Sign)

John V. Langel
(Print Name)

Title President

Date 11-4-2011

(All Subcontractors are required to submit this form with the Prime Contractor's Bid)

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that does:
SEA COAST AIR CONDITIONING

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal 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 proposal, 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.

JOHN V. LANGEL
Proposer's Signature

11-4-11

Date

CITY OF PORT ST LUCIE

121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type)

Bid Number: 20110071

Title: HVAC Contractors for the Neighborhood Stabilization Program

Bidder/Respondent: _____

Reference: _____ Fax #: _____

Email: _____ Telephone #: _____

Person to contact: _____

Instructions to referenced company: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax to the City within five (5) days to 772-871-7337. Thank you.

Has the above Contractor performed HVAC work for you? If so, please describe the scope of work.

What was the total project amount? _____

Was the project completed on time and within budget? _____

What was the project completion date? _____

How many HVAC system projects has this Contractor completed for you within the past 5 years? _____

What problems were encountered (claims)? _____

How many change orders were requested by this Contractor? _____

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism _____	Final Product _____
Qualifications _____	Cooperation _____
Budget Control _____	Reliability _____

Would you contract with this Contractor again? Yes [] No [] Maybe []

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific
Instructions on
page 2.

Name (as shown on your income tax return) **Sea Coast Air Conditioning, Inc**

Business name, if different from above

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

Address (number, street, and apt. or suite no.) **2601 Industrial Ave B** Requester's name and address (optional)
FT Pierce, FL 34946 **City of Ft. St. Marie**
121 S.W. 7th St. Marie Blvd
Fort St. Marie FL 34941

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

Social security number

or

Employer identification number
59-2141307

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

Part II Certification

Under penalties of perjury, I certify that:

- 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).

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

Sign
Here

Signature of
U.S. person ▶

David Dargatzis

Date ▶

3/3/11

General Instructions

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

Purpose of Form

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

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

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/4/2011

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

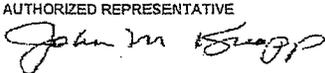
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in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

PRODUCER Insurance Office of America Abacoa Town Center 1200 University Blvd, Suite 200 Jupiter, FL 33458	CONTACT NAME: Lois Behr PHONE (A/C, No, Ext): (561) 776-0660 E-MAIL ADDRESS: Lois.Behr@ioausa.com	FAX (A/C, No): (561) 776-0670
	INSURER(S) AFFORDING COVERAGE	
INSURED Sea Coast Air Conditioning and Sheet Metal Inc. 2601 Industrial Ave 3 Ft. Pierce, FL 34946	INSURER A: Southern-Owners Insurance Company	NAIC # 10190
	INSURER B: Owners Insurance Company	NAIC # 32700
	INSURER C: Auto-Owners Insurance Company	NAIC # 61190
	INSURER D: Bridgefield Employers Ins Co	NAIC # 10701
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		72704759 (AC)	1/17/2011	1/17/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		9542458203	1/17/2011	1/17/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		9542458201	1/17/2011	1/17/2012	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
D	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	830-38868	1/17/2011	1/17/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)					

CERTIFICATE HOLDER City of Port St. Lucie Attn: Cathy 121 SW Port St. Lucie Blvd. Port St. Lucie, FL 34947	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

AC#

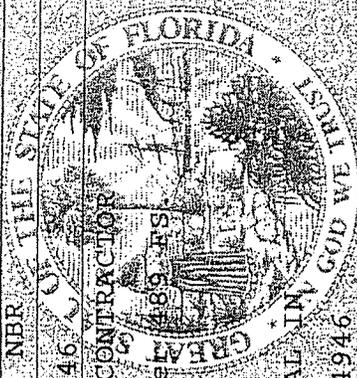
STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L10073000947

DATE	BATCH NUMBER	LICENSE NBR
07/30/2010	100051582	CAC016446

The CLASS A AIR CONDITIONING CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489, FS
Expiration date: AUG 31, 2012



LANGEL, JOHN V
SEA COAST A/C & SHEET METAL INC
2601 INDUSTRIAL AVENUE #3
FORT PIERCE FL 34946

CHARLIE CRIST
GOVERNOR

CHARLIE LIEM
SECRETARY

DISPLAY AS REQUIRED BY LAW

BUILDING DEPARTMENT
COMPUTER SERVICE MEMBER
EXPIRE: 09/30/12

LANGEL, JOHN V
SEA COAST A/C & SHEET METAL INC
2601 INDUSTRIAL AVE #3
FORT PIERCE, FL 34946

SIGNATURE

AIR CONDITIONING-CLASS A

FL#: CAC 016446 PSL12*14

CITY OF FORT ST LUCIE

CHECKLIST
E-RFP #20110071

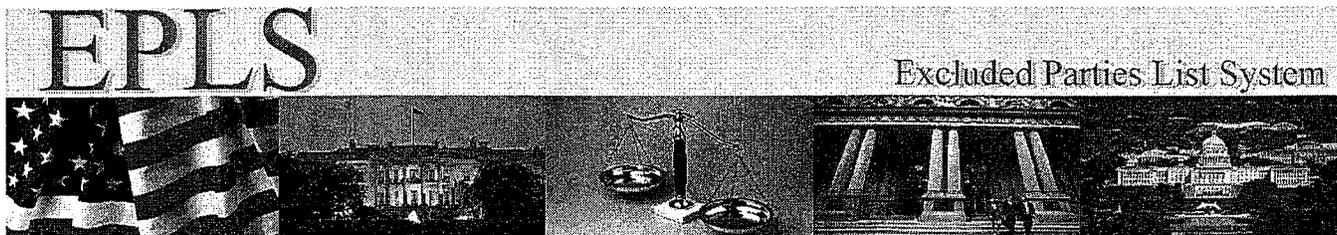
Proposals for HVAC Contractors for the Neighborhood Stabilization Program

Name of Proposer Sea Coast Air Conditioning & Sheet Metal

This checklist is provided to assist Proposers in the preparation of their Electronic Request for Proposal response. Included in this checklist are important requirements that are the responsibility of each Proposer to submit with their response in order to make their E-RFP response fully compliant. This checklist is only a guideline -- it is the responsibility of each Proposer to read and comply with the Sealed E-RFP in its entirety.

- Each Addendum (when issued) is acknowledged on the E-RFP Questionnaire.
- Required W-9 as per Section 1.16.1 uploaded to DemandStar.com.
- Copy of Insurance Certificate in accordance with Section 3 of the E-Bid documents uploaded to DemandStar.com.
- Copy of all required licenses and certifications to do work in the City of Port St. Lucie uploaded to DemandStar.com.
- Reviewed the Contract and accept all City Terms and Conditions.
- Contractor's Questionnaire uploaded to DemandStar.com (pages 1 - 22).
Including forms: Contractor Verification Form
Noncollusion Affidavit
Certification Regarding Lobbying
Drug-Free Workplace Form
- 5 completed Reference Check Forms uploaded to DemandStar.com (page 23).
- List of all sub-contractors (list on the Questionnaire).
- Copy of the Checklist uploaded to DemandStar.com.

THIS FORM SHOULD BE RETURNED WITH YOUR E-RFP REPLY SHEET



Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates
- > Browse All Records

View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Firm, Entity, or Vessel : Sea Coast Air Conditioning
 State : FLORIDA
 Country : UNITED STATES
 As of 08-Nov-2011 11:36 AM EST
 Save to MyEPLS

Your search returned no results.

Back New Search Printer-Friendly

Resources

- > Search Help
- > Advanced Search Tips
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News
- > System for Award Management (SAM)

Reports

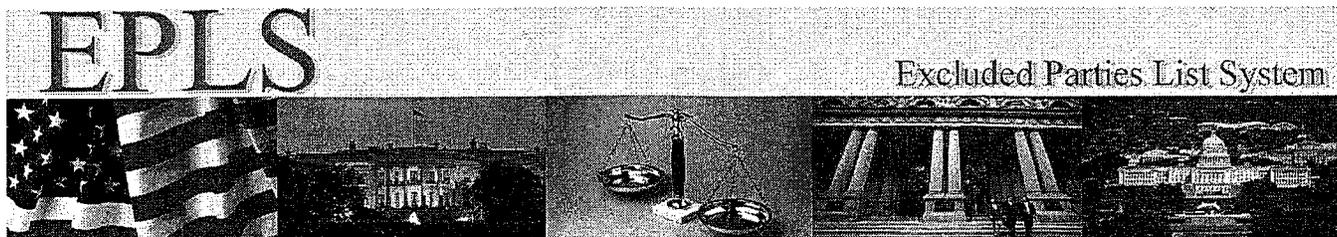
- > Advanced Reports
- > Recent Updates
- > Dashboard

Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates
- > Browse All Records

Contact Information

- > For Help: Federal Service Desk



Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates
- > Browse All Records

View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Exact Name : Langel, Dana
SSN/TIN

As of 08-Nov-2011 11:26 AM EST

Save to MyEPLS

Your search returned no results.

[Back](#) [New Search](#) [Printer-Friendly](#)

Resources

- > Search Help
- > Advanced Search Tips
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News
- > System for Award Management (SAM)

Reports

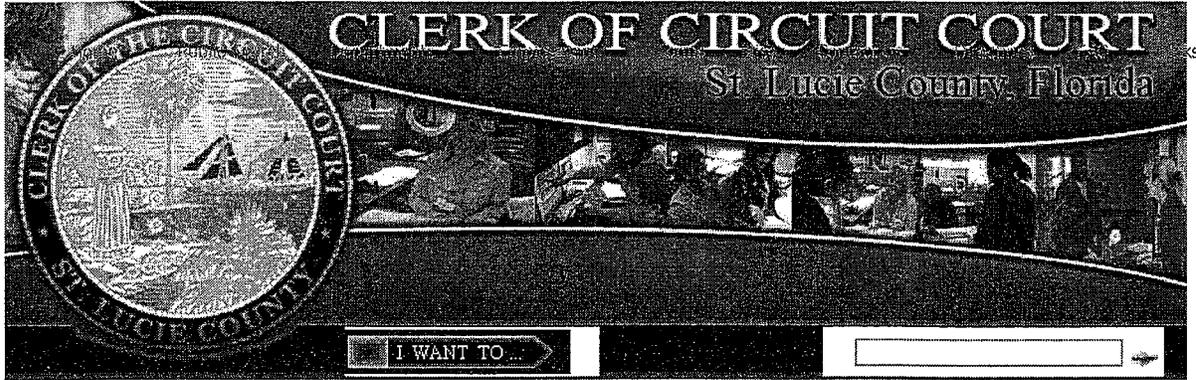
- > Advanced Reports
- > Recent Updates
- > Dashboard

Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates
- > Browse All Records

Contact Information

- > For Help: Federal Service Desk



[SLCC Departments](#) ▶

[Statewide Search](#) ▶

Business Account

User:

Password:

[Public Search FAQs](#)

Total Records Found 0

No Records Found

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Use our feedback form to submit comments or questions regarding this website.

Barbara Moquin

From: Donna Noto
Sent: Wednesday, November 09, 2011 2:04 PM
To: Barbara Moquin
Subject: RE: Okay to do Business?

Hi Barbara. Sea Coast is fine!

From: Barbara Moquin
Sent: Wednesday, November 09, 2011 1:27 PM
To: Donna Noto
Subject: Okay to do Business?

Can you verify the following company for doing business in Port St. Lucie? Thank you.

Sea Coast Air Conditioning
John V. Langel, President
2601 Industrial Ave. 3, Fort Pierce, FL 34946
State Lic: #CACO16446
County Lic: #1461

Barbara J. Moquin, CPPB
Contract Specialist, Office of Management & Budget
City of Port St. Lucie
121 SW Port St. Lucie Blvd. Ste. 390
Port St. Lucie, FL 34984
772-871-5224
772-871-7337 Fax

CITY OF PORT ST LUCIE

121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type)

Bid Number: 20110071

Title: HVAC Contractors for the Neighborhood Stabilization Program

Bidder/Respondent: Sea Coast A/c

Reference: John Giordano Fax #: _____

Email: _____ Telephone #: 772-465-1464

Person to contact: John Giordano

Instructions to referenced company: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax to the City within five (5) days to 772-871-7337. Thank you.

Has the above Contractor performed HVAC work for you? If so, please describe the scope of work.

Yes, they put in several units for us over the years

What was the total project amount? \$8,000 ~~\$9,000~~

Was the project completed on time and within budget? yes

What was the project completion date? 8/11

How many HVAC system projects has this Contractor completed for you within the past 5 years? 1

What problems were encountered (claims)? never

How many change orders were requested by this Contractor? none

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism	<u>10</u>	Final Product	<u>10</u>
Qualifications	<u>10</u>	Cooperation	<u>10</u>
Budget Control	<u>10</u>	Reliability	<u>10</u>

Would you contract with this Contractor again? Yes No Maybe

Comments: I would recommend them to my best friend.

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

CITY OF PORT ST LUCIE

121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type)

Bid Number: 20110071

Title: HVAC Contractors for the Neighborhood Stabilization Program

Bidder/Respondent: Sea Coast A/c

Reference: Robert Allen Fax #: _____

Email: _____ Telephone #: 772-293-5412

Person to contact: Robert Allen

Instructions to referenced company: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax to the City within five (5) days to 772-871-7337. Thank you.

Has the above Contractor performed HVAC work for you? If so, please describe the scope of work.

Yes. Installed A/C Unit

What was the total project amount? \$8,000.

Was the project completed on time and within budget? yes

What was the project completion date? 2009

How many HVAC system projects has this Contractor completed for you within the past 5 years? they have just serviced their work

What problems were encountered (claims)? N/A

How many change orders were requested by this Contractor? N/A

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism	<u>10</u>	Final Product	<u>10</u>
Qualifications	<u>10</u>	Cooperation	<u>10</u>
Budget Control	<u>10</u>	Reliability	<u>10</u>

Would you contract with this Contractor again? Yes No Maybe

Comments: I have recommended them to my friends.

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

CITY OF PORT ST LUCIE

121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type)

Bid Number: 20110071

Title: HVAC Contractors for the Neighborhood Stabilization Program

Bidder/Respondent: Sea Coast A/c

Reference: Jimmy Mc Carter Fax #: _____

Email: jimmie.mccarter@psc.com Telephone #: 772-216-1391

Person to contact: Jimmy Mc Carter

Instructions to referenced company: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax to the City within five (5) days to 772-871-7337. Thank you.

Has the above Contractor performed HVAC work for you? If so, please describe the scope of work.
Yes. Known 13 years now. Responded in a timely. Commercial Replace/Service Units.

What was the total project amount? \$ 110,000

Was the project completed on time and within budget? yes

What was the project completion date? Nov 2010

How many HVAC system projects has this Contractor completed for you within the past 5 years? quite a few
210

What problems were encountered (claims)? no

How many change orders were requested by this Contractor? no

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism	<u>10</u>	Final Product	<u>10</u>
Qualifications	<u>10</u>	Cooperation	<u>10</u>
Budget Control	<u>10</u>	Reliability	<u>10</u>

Would you contract with this Contractor again? Yes No Maybe

Comments:
In house metal shop - response time is amazing.

Thank you Highly Recommend.

For OMB Use Only	
Reference Checked	
Clerk Checked	

Proposals for HVAC Contractors for NSP

CITY OF PORT ST LUCIE

121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type)

Bid Number: 20110071

Title: HVAC Contractors for the Neighborhood Stabilization Program

Bidder/Respondent: Sea Coast A/C

Reference: Jack Edmondson Fax #: _____

Email: 5@comcast.net Telephone #: 772-318-0137 ~~888-332-2490~~

Person to contact: Jack Edmondson

Instructions to referenced company: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax to the City within five (5) days to 772-871-7337. Thank you.

Has the above Contractor performed HVAC work for you? If so, please describe the scope of work.
Replace Air Handler + Coil

What was the total project amount? \$1000.

Was the project completed on time and within budget? yes

What was the project completion date? October 2011

How many HVAC system projects has this Contractor completed for you within the past 5 years? 2

What problems were encountered (claims)? None

How many change orders were requested by this Contractor? None

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism	<u>10</u>	Final Product	<u>10</u>
Qualifications	<u>10</u>	Cooperation	<u>10</u>
Budget Control	<u>10</u>	Reliability	<u>10</u>

Would you contract with this Contractor again? Yes [] No [] Maybe []

Comments: Seacoast A/C is a top notch company, dependable, professional and very competitive in price!!

Thank you.
Jack Edmondson

For OMB Use Only	
Reference Checked	
Clerk Checked	

CITY OF PORT ST LUCIE

121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

*emailed
11/8/11 @
2:45*

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type)

Bid Number: 20110071

Title: HVAC Contractors for the Neighborhood Stabilization Program

Bidder/Respondent: Sea Coast A/C

Reference: Jack Edmondson Fax #: _____

Email: jedamo5@comcast.net Telephone #: 772-318-5131 ~~200~~ 332-2490

Person to contact: Jack Edmondson

Instructions to referenced company: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax to the City within five (5) days to 772-871-7337. Thank you.

Has the above Contractor performed HVAC work for you? If so, please describe the scope of work.

What was the total project amount? _____

Was the project completed on time and within budget? _____

What was the project completion date? _____

How many HVAC system projects has this Contractor completed for you within the past 5 years? _____

What problems were encountered (claims)? _____

How many change orders were requested by this Contractor? _____

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism _____
Qualifications _____
Budget Control _____

Final Product _____
Cooperation _____
Reliability _____

Would you contract with this Contractor again? Yes [] No [] Maybe []

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

CITY OF PORT ST LUCIE

121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type)

Bid Number: 20110071

Title: HVAC Contractors for the Neighborhood Stabilization Program

Bidder/Respondent: Sea Coast A/C

Reference: William Thiess Fax #: _____

Email: _____ Telephone #: 772-466-8930

Person to contact: Bill Thiess

Instructions to referenced company: The above Bidder has given you
Please complete the information below and fax to the City within five

*No longer
at this
house.
Penter*

is as a reference.
you.

Has the above Contractor performed HVAC work for you? If

of work.

What was the total project amount? _____

Was the project completed on time and within budget? _____

What was the project completion date? _____

How many HVAC system projects has this Contractor completed for you within the past 5 years? _____

What problems were encountered (claims)? _____

How many change orders were requested by this Contractor? _____

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism _____

Final Product _____

Qualifications _____

Cooperation _____

Budget Control _____

Reliability _____

Would you contract with this Contractor again? Yes [] No [] Maybe []

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

**CITY OF PORT ST. LUCIE
OFFICE OF MANAGEMENT & BUDGET
E-BID OPENING LOG**

BID #: 20110071
OPENED: 11/7/11
TIME: 2:00

BID TITLE: HVAC Furnish and Install for NSP Houses

The following vendor(s) submitted proposals:

1. Sea Coast Air Conditioning
-
-
-
-
-
-
-
-

The following vendor's submitted a "No Bid":

Number of Companies Notified: 444
Number of Bid Documents Distributed: 18
Number of Bids Received: 1

NOTE: Offers from vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

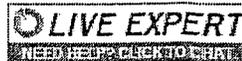
HVAC Contractor(s) for NSP Home Rehabilitation
SB #20110071-BM
November 7, 2011 @ 2:00 pm
E-RFP Opening Attendance

	Name (Please PRINT legibly)	Agency	E-Mail Address	Telephone # & FAX #
1.	Barbara Moquin	City of PSL	barbaram@cityofpsl.com	772-871-5224
2.				F
3.				T
4.				F
5.				T
6.				F
7.				T
				F

User: Moquin, CPPB, Barb

Organization: City of Port St. Lucie - Office of Management and Budget

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Buyers

Account Info

Log Bid

[View Bids]

Log Quote

View Quotes

Supplier Search

Build Broadcast List

Reports

E-Bid Response Details

Summary

Agency Name City of Port St. Lucie - Office of Management and Budget

Bid Number ERF-20110071-0-2011/BM

Bid Name HVAC Contractors for the Neighborhood Stabilization Program

Bid Due Date 11/7/2011 2:00:00 PM Eastern time

Bid Opening Closed

Status Updated

Response Submitted On 11/4/2011 2:36:47 PM

History View

Contact Information

Company Name Sea Coast Air Conditioning & Sheet Metal, Inc.

Address 1 3207 Industrial 31st Street

Address 2

City Fort Pierce

State Florida

Postal Code 34946

Phone 5614662400

Fax 5614663053

Country United States of America

Bid Amount \$0.00

Alternate Bid Amount

Notes

EDIT

Agency Required Documents

1. Checklist (Electronic/Online) ✓
2. Subcontractor List (Electronic/Online) ✓
3. Company Background (Electronic/Online) ✓
4. Listing of Project Personnel (Electronic/Online) ✓
5. Current Workload, List of Projects and Completion Dates (Electronic/Online) ✓
6. Questionnaire (Electronic/Online) ✓
7. Five Reference Check Forms (Electronic/Online) ✓
8. Debarment Form (Electronic/Online) ✓
9. Drug Free Workplace Form (Electronic/Online) ✓
10. Current Certificate of Insurance (Electronic/Online) ✓

EDIT

- 11. Non-collusion Affidavit Form (Electronic/Online) ✓
- 12. License/Certification to do Described Work (Electronic/Online) ✓
- 13. Certification Regarding Lobbying (Electronic/Online) ✓

Uploaded Documents



- 1. SeaCoastQualificationHVACContractor.doc

<< Return

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User: Moquin, CPPB, Barb

Organization: City of Port St. Lucie - Office of Management and Budget

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Log Bid [View Bids] Log Quote View Quotes Supplier Search Build Broadcast List Reports

Bid Details

Bid Information

EDIT

Agency City of Port St. Lucie - Office of Management and Budget

Bid Type Electronic Request for Proposal

Bid Number ERF-20110071-0-2011/BM

Fiscal Year 2011

Bid Writer Barb Moquin, CPPB

Bid Name HVAC Contractors for the Neighborhood Stabilization Program

Bid Status Active

Bid Status Text The Neighborhood Stabilization Program is a Federal funded program to purchase foreclosed properties and rehabilitate them for resale.

Due Date/Time 11/7/2011 2:00 PM Eastern

Broadcast Date 10/5/2011

Bid Bond None

Project Estimated Budget

Plan (blueprint) Distribution Options None

Distribution Method Download and Mail

Distributed By Onvia DemandStar

Distribution Notes None

Scope of Work HVAC Contractors to repair/replace HVAC systems as required for the rehabilitation of NSP homes in the City of Port St. Lucie, including all materials and supplies to perform the needed rehabilitation work.

E-Bidding Yes

E-Bidding

EDIT

View Supplier Info on Tabulation Sheet prior to bid opening Yes

Required Documents

1. Checklist
2. Subcontractor List
3. Company Background
4. Listing of Project Personnel
5. Current Workload, List of Projects and Completion Dates
6. Questionnaire
7. Five Reference Check Forms
8. Debarment Form
9. Drug Free Workplace Form
10. Current Certificate of Insurance
11. Non-collusion Affidavit Form
12. License/Certification to do Described Work
13. Certification Regarding Lobbying

Legal Ad

VIEW

Please select either the View or Edit button to manage legal ad.

Pre-Bid Conference

No pre-bid conference scheduled at this time.

Publications

St. Lucie News Tribune 10/5/2011
St. Lucie News Tribune 10/11/2011

Documents

Bid Package Electronic RFP for HVAC Contractors for NSP Home Rehabilitation (Complete)
NSP Vicinity Map (Complete)
W-9 (4 Pages, Complete)
Addendum I, Extension of Due Date (1 Page, Complete)



Commodity Codes

ARC-910-17 - Energy Computerized Control System (HVAC, Lighting, Utilities, etc) Installation, Maintenance and Repair Services
ARC-910-36 - Heating, Air Conditioning, and Ventilation Maintenance and Repair Services (Including Installation)
ARC-914-50 - Heating, Ventilating and Air Conditioning (HVAC)
IND-031-67 - HVAC Equipment, Accessories and Supplies (Not Otherwise Classified)
IND-031-76 - Recycled HVAC Products, Accessories, and Supplies
SRV-941-52 - Heating Equipment Maintenance and Repair, Steam
SRV-941-55 - HVAC Systems Maintenance and Repair, Power Plant
SRV-998-52 - Heating, Air Conditioning, Ventilating & Refrigeration Equipment

Statistics

Planholders There are 18 planholders for this bid
Broadcast List 444 suppliers have been notified
Supplemental Suppliers 5 Supplemental Suppliers
Filtered No
Post-Bid Viewers 0 viewer(s)

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BID ADDENDUM # I
ERFP #20110071
Addendum Date: October 31, 2011

ELECTRONIC REQUEST FOR PROPOSALS
FOR HVAC CONTRACTORS
FOR THE NEIGHBORHOOD STABILIZATION
PROGRAM

Please make the following changes/modifications to the subject ERFP:

- 1. THE OPENING DATE FOR THIS E-RFP HAS BEEN EXTENDED TO
NOVEMBER 7, 2011 AT 2:00 P.M.**

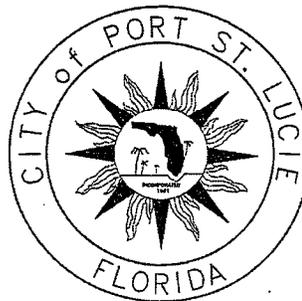
NOTE: The E-RFP opening date has changed.

Instructions to Bidder:

Each bidder must acknowledge receipt of any addenda on the Bid Reply Sheet (by statement if RFP) in order to have his/her bid or proposal/bid to be accepted.

CITY OF PORT ST. LUCIE

*Posted on
DemandStar
10-5-11
Barb M.*



RFP #20110071

**ELECTRONIC REQUEST FOR PROPOSALS
FOR HVAC CONTRACTORS
FOR THE NEIGHBORHOOD STABILIZATION PROGRAM**

Prepared By: Barbara Moquin, CPPB
Office of Management & Budget
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
772-871-5224 FAX 772-871-7337
barbaram@cityofpsl.com

ELECTRONIC REQUEST FOR PROPOSALS
FOR HVAC CONTRACTORS
FOR THE NEIGHBORHOOD STABILIZATION PROGRAM

Electronic RFP (E-RFP) #20110071 for HVAC Contractors for the Neighborhood Stabilization Program will be received in the Office of Management & Budget, of the City of Port St. Lucie, 3rd Floor, Suite 390, Building "A" of the Municipal Complex located at 121 SW Port St. Lucie Boulevard, Port St. Lucie, FL 34984-5099, no later than 3:00:00 pm on October 31, 2011.

The Federal Government has issued various Grants to the City of Port St. Lucie for the Neighborhood Stabilization Program. These programs will allow the City to purchase foreclosed properties and rehabilitate each of them for resale. Once the properties have been identified and purchased, the City will inspect each residence to assess, if any, repairs/replacement of HVAC systems that are required for the renovation of each property. The HVAC Contractors selected will be placed on the Master Contract List and will be required to submit an electronic bid for each identified residence.

For the purpose of this Request for Proposals, the term "HVAC Contractors" refers to being licensed in the State of Florida as a HVAC Contractor, that can supply and install HVAC systems or cleaning and repair of existing HVAC systems in the NSP residential properties as deemed necessary by the City staff.

Electronic replies will be the **only** method allowed for Proposers to respond to this solicitation. All submittals must be compatible with Microsoft Office 2003. Submittals will be done through a secure locked box. Proposers can only view/submit their Electronic Proposal and will not have access to any other Proposer's submittal. The Proposer's submittal may be changed at the Proposer's discretion until the due date and time have been reached at which time the Proposer will no longer change or have access to the electronic submittal. The City will then open the E-RFPs. Proposers who are electronically submitting for the first time are strongly encouraged to contact Demandstar at (800) 771-1712 or obtain assistance by e-mailing questions to supplierservices@onvia.com

All proposals must be received by the date and time specified above. The proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals submitted after the time specified be accepted or considered. Such proposals will be rejected. It is the sole responsibility of the Proposer to ensure that his or her proposal is uploaded to Demandstar on or before the closing date and time. The City shall in no way be responsible for delays caused by any occurrence. No exceptions will be made.

The City of Port St. Lucie reserves the right to reject any and all proposals, to waive any and all informalities or irregularities, to negotiate with any qualified bidders, and to accept or reject all or any part of any proposal as it may deem to be in the best interest of the citizens of the City.

For the purpose of this RFP, the term Proposer and Contractor may be used interchangeably.

Barbara Moquin, CPPB
Office of Management and Budget

CAUTION

It is suggested that you upload your response in adequate time to assure that it will be posted on the day prior to the closing date.

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1. NSP-3 TARGETED AREA (not included in E-RFP Specifications)
2. W-9 FORM (not included in E-RFP Specifications)

OVERVIEW

The City of Port St. Lucie, Florida solicits proposals from qualified HVAC Contractors licensed in the State of Florida experienced in residential installation and repair of HVAC systems for the purpose of repairing and rehabilitating foreclosed properties purchased by the City under the Neighborhood Stabilization Program. The HVAC Contractors that qualify will be placed on the Master Contract list for the Neighborhood Stabilization Program. The Contract period will be for twenty-four (24) months with a renewal option of one (1) additional twenty-four (24) month period.

INTENT

It is the intent of the City to enter into Master Contracts with one or more qualified firms that are regularly engaged in residential HVAC services. The HVAC Contractors shall provide, with the submittal package, verification that they have been engaged in residential HVAC systems for a minimum of two (2) years and that they are licensed in the State of Florida as a HVAC Contractor.

Firms under contract will be asked to submit an electronic bid for each NSP identified residence. Each project will require the appropriate insurance as identified in the Master Contract.

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

INQUIRIES

All questions related to the Request for Proposal must be directed to Barbara Moquin, CPPB in the Office of Management & Budget Department. She can be reached at (772) 871-5224 or email barbaram@cityofpsl.com. Questions shall be submitted in writing no later than seven (7) days prior to the bid opening date. To ensure fair consideration for all proposers, it must be clearly understood that Ms. Moquin is the only individual who is authorized to represent the City. Questions submitted to any other person in any other department will not be addressed. Additionally, the City prohibits communications initiated by a proposer to **any** City Official or employee evaluating or considering the proposals (**up to and including the Mayor and City Council**), prior to the time an award decision has been made.

RESPONSES

Proposers are requested to submit the following information:

VERY IMPORTANT: All respondents shall submit their proposals in this same order. All submittals shall be uploaded to Demandstar. No hard copies will be accepted.

- a) Proposer's Questionnaire - Each Proposer is required to submit the attached questionnaire located on pages 13 – 22 (including the Contractor Verification form, Non-Collusion Affidavit, Certification Regarding Lobbying form and the Drug Free Workplace form).
- b) References - This section of the proposal should include five (5) recent, preferably during the past five (5) years, residential HVAC projects. Please use the form provided on page 23 for the submittal of these references.

Proposals for HVAC Contractors for NSP

- c) Certificate of Insurance – Each Proposer is required to submit a Certificate of Insurance currently held by the firm. Once the Proposer has been awarded a Master Contract, the required insurance listed in the Contract Form must be obtained prior to the execution of the Contract.
- d) Licenses – Each Proposer is required to submit a copy of their HVAC Contractor’s license issued by the State of Florida to perform residential construction projects.
- e) W-9 Form – Each Proposer is required to submit a completed W-9 form (provided as an Attachment).

Proposers are required to submit all documents electronically. **No hard copies will be accepted.**

Responses must be uploaded to DemandStar.com no later than **3:00:00 pm on October 31, 2011.**

ORAL PRESENTATION

Proposers that have been selected for the final short list may be expected to render an oral presentation based on past achievements, staff qualifications, and overall capabilities.

TENTATIVE SCHEDULE

The following projected timetable should be used as a working guide for planning purposes. The City reserves the right to adjust this timetable as required during the course of the RFP process.

Review and Selection Process:

October 4 th and 10 th , 2011	Advertisement
October 31, 2011 @ 3:00:00 pm	Proposals due
November 9, 2011 @ 2:00 pm	Evaluation Committee*
TBD	Presentations from Proposers
TBD	Proposed City Council Contract
Approval	

*Committee will meet in the Conference Room in the Office of Management & Budget Department, at 2:00 pm.

EVALUATION AND AWARD

Responses will be scored in the following manner:

<u>CRITERION</u>	<u>MAXIMUM SCORE</u>
a) Qualifications of firm in residential HVAC projects.....	20 points
b) Experience & expertise of staff & subcontractors	25 points
c) Past Performance.....	40 points
d) Section 3 Certification (St. Lucie County)	5 points
e) Business Owner lives in NSP-3 project area	5 points
f) Minority Business Enterprise.....	<u>5 points</u>
Total Maximum Points	100 points

1. GENERAL REQUIREMENTS

1.1 Request for Proposal - All requirements contained in the RFP are hereby incorporated in this specification.

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

1.3 Award of Master Contract - The award of the contract, if it is awarded, will be to the most responsive, responsible Proposers whose qualifications indicate the award will be to the best interest of the City and whose proposals shall comply with the requirements of the Proposal Specifications. No award will be made until all necessary investigations have been made into the responsibility of the Proposers and the City is satisfied that the Proposers are qualified to do the work. The City's intent is to select multiple Proposers to be retained under a Master Contract for residential HVAC system installs and miscellaneous HVAC rehabilitation services.

1.3.1 Award of Individual Projects – An E-bid will be broadcast on Demandstar with the specifications listed for each project and will be in an Excel format. All responses will be received electronically in an Excel format. Each individual project will be classified as a NSP-1 or NSP-3 residence. The award of each individual HVAC project will be based on the lowest responsive responsible bid with consideration for the projected time submitted for the project completion and credit will be given for Section 3 and/or Vicinity Hiring Certifications as follows:

All Neighborhood Stabilization Program (NSP) 1 and 3 project E-Bid awards shall adhere to the following requirements:

1. Section 3 Compliance

- a. To ensure compliance with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR part 135 the City shall give preference for project awards to Contractors who are certified as Section 3 business concerns.
- b. Credit for meeting Section 3 eligibility criteria shall be incorporated into the evaluation of the award as follows: The eligible contractor will be determined to have the lowest responsive bid if that bid is not more than 5% higher than the total bid price of the lowest responsive bid from any responsible bidder. All other evaluation criteria remain unchanged.
- c. Contractors shall to the greatest extent feasible assist in informing Section 3 businesses and residents (low and very low income persons in Port St. Lucie) of employment opportunities made available through NSP funding.
- d. The Contractor is strongly encouraged to provide a listing of job availability at the job site and to provide door hangers of job availability for the neighborhood residents to better target local Section 3 residents in hiring.

All Neighborhood Stabilization Program (NSP) 3 project E-Bid awards shall adhere to the following requirements:

1. Vicinity Hiring Compliance

- a. The City is required to the maximum extent feasible to provide for hiring of employees who reside in the vicinity of NSP 3 funded projects or contract with small businesses that are owned and operated by persons residing in the "vicinity." For NSP3 the vicinity is described as follows:
Census Tract 2005, Block Group 2: Bordered on the West by Florida's Turnpike, on the North by Eyerly Ave., on the East by Airoso Blvd. and on the South by Port St. Lucie Blvd.
- b. To ensure compliance with NSP3 vicinity hiring the City shall give preference to project awards to Contractors who live in the above described area and has been certified by the Vicinity Hiring Certification.
- c. Credit for contractor's who live in the vicinity and are certified with the Vicinity Hiring certification shall be incorporated into the evaluation of the award as follows: The eligible contractor will be determined to have the lowest responsive bid if that bid is not more than 7% higher than the total bid price of the lowest responsive bid for any responsible bidder. All other evaluation criteria remain unchanged. If the Contractor is certified under Section 3 and Vicinity Hiring, the total bid price is limited to not more than 7% higher than the total bid price of the lowest responsive bid from any responsible Bidder.
- d. Contractors shall to the greatest extent feasible assist the City in providing for hiring of employees or contracting with small business owned and operated by persons residing in the vicinity.
- e. The Contractor is strongly encouraged to provide a listing of job availability at the job site and to provide door hangers of job availability for the neighborhood residents to better target local residents in hiring.

To obtain information on Section 3 eligibility and Vicinity Hiring Certification go to the City's web site at www.ctiyofpsl.com and click on the blue button entitled "Neighborhood Stabilization – 3. Scroll down to "Hiring of Contractors for Repair of Homes" and choose Section 3 Compliance and/or Vicinity Hiring for NSP-3. Information sheets are located in the respective areas.

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

1.4 Timeliness of Submittal - All proposals must be uploaded to DemandStar.com by the date and time specified above. The proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals be uploaded after the time specified be considered. It is the sole responsibility of the Proposer to ensure that his/her proposal be posted to DemandStar.com on or before the closing date and time. The City shall in no

way be responsible for delays caused by any occurrence. **NOTE:** Responses by telephone, telegram or facsimile shall not be accepted. No hard copies will be accepted.

1.4.1 Right to Reject -The City Council reserves the right to waive irregularities, rejects and/or accepts any and all proposals, in whole or in part, or take other such action as serves the best interests of the City.

1.4.2 Proposal Opening Extension - The City reserves the right to extend the proposal opening date when no responses or only one (1) response is received. The City will return the received response unopened.

1.4.3 Checklist - Proposers are requested to return the attached Checklist that is contained in the proposal package with the Proposal Reply Sheet.

1.5 Execution of Contract - After the recipients of the award have been determined and necessary approvals obtained, the City will prepare the Contract to be executed by all selected Proposers. The Contract will be in substance the same as the Sample Contract given to the Proposer in the Request for Proposals. The selected Proposers will be required to execute the Standard City Contract within ten (10) days after notification by the City that contract is available and thereafter comply with the terms and conditions contained therein. No contract shall be considered binding upon the City until it has been properly executed by all parties.

NOTE: The selected HVAC Contractor(s) will be required to accept the terms and conditions of the City's contract. If proposer cannot accept these terms and conditions do not submit a bid.

1.6 Failure to Execute Contract -Failure on the part of the selected Proposer to execute the Contract and/or punctually deliver the required Insurance Certificates and other documentation as required will be just cause for the annulment of the award.

1.7 Subcontracting or Assigning of the Contract - The selected Proposer shall not subcontract, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein, to any person, firm or corporation without the written consent of the City. Each Proposer shall list all subcontractors and the work provided by the suppliers with the proposal submitted.

1.8 Time of Award - The City reserves the right to hold proposals for a period not to exceed 90 days after the date of the proposal opening stated in the Request for Proposal before awarding the contract. Contract award constitutes the date that City Council votes to approve the RFP award.

1.9 Public Entity Statement - A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to 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 Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.9.1 Discrimination - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 or real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.10 City's Public Relations Image – The selected Proposer's personnel shall at all times handle complaints and any public contact with due regard to the City's relationship with the public. Any personnel in the employ of the selected Proposer involved in the execution of work that is deemed to be conducting themselves in an unacceptable manner shall be removed from the project at the request of the City Manager, or his/her designee.

1.11 Patent Fees, Royalties, and Licenses - If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damages which the City may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.

1.12 Tie Proposal Statement - In accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with drug-free workplace programs. Please submit the form that is enclosed with your proposal response if your company has a drug-free workplace program.

1.13 Cooperative Purchasing Agreement - This proposal may be expanded to include other governmental agencies provided a cooperative Purchasing Agreement exists or an Inter-local Agreement for joint purchasing exists between the City of Port St. Lucie and other public agencies. Vendor may agree to allow other public agencies the same items at the same terms and conditions as this proposal, during the period of time that this proposal is in effect. Each political entity will be responsible for execution of its own requirements with the selected Proposers.

1.14 Material Safety Data Sheets – Proposers shall provide MSDS's and description literature for each chemical/compound/mixture used in the performance of the Contract to the City before the commencement of any work. All MSDS's shall be of the latest version and comply with 29 CFR 1910.1200. Hazardous products shall not be used except with prior approval of the City, and must be disposed of properly by the Proposer in accordance with U.S. Environmental Protection Agency 40-CFR 260-265. The Proposer shall maintain and have readily accessible on-site a complete MSDS book of all chemicals, compounds/mixtures used in the execution of the Contract.

1.15 Personal Protective Equipment (PPE) - All personnel are required to wear PPE in the process of the work including eye protection, hearing protection, respiratory protection as necessary, gloves, approved safety boots with steel or composite toes, reflective vests and any other PPE as necessary for the work.

1.16 Permits – The Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

1.16.1 The Proposers shall be required to complete a **W-9 Taxpayer Identification Form** provided with these specifications.

1.17 Familiarity with Laws – The Proposer is assumed to be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect the work. Ignorance on the part of the Proposer will in no way relieve him/her from responsibility. The Proposer will submit all proposals in compliance with the 28 C.F.R. § 35.151.

1.18 Damage to Property – The Proposer shall preserve from damage all property along the line of work, or which is in the vicinity of or is in any way affected by the work, the removal, or destruction of which is not called for by the plans. This applies to public and private property, public and private utilities, trees, shrubs, crops, signs, monuments, fences, guardrail, pipe and underground structures, public highways, etc. Whenever such property is damaged due to the activities of the Proposer, it shall be immediately restored to a condition equal to or better than existing before such damage or injury was done by the Proposer, and at the Proposer's expense. The Proposer's special attention is directed to protection of any geodetic monument, horizontal, vertical or property corner, located within the limits of construction.

National Geodetic Vertical Datum 1929 (NGVD '29) or North American Vertical Datum 1988 (NAVD '88) monuments shall be protected. If in danger of damage, notify:

Geodetic Information Center
6001 Executive Boulevard
Rockville, MD 20852
Attn: Mark Maintenance Center
(301) 443-8319

City of Port St. Lucie vertical or horizontal datum shall also be protected. In case of damage or if relocation is needed, notify:

City of Port St. Lucie
Engineering Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
(772) 871-5175

2. SPECIFIC REQUIREMENTS

2.1 Proposer's Questionnaire – Proposers are required to complete the Proposer's Questionnaire located on pages 13 - 22 and submit them with their proposal package. This includes the Contractor Verification form, Non-Collusion Affidavit, Certification Regarding Lobbying form and the Drug Free Workplace form.

2.2 Proposer's References - Proposers are required to complete the Proposer's References located on page 23 and submit it with their proposal package. The City of Port St. Lucie may not be used as a reference.

2.3 Sub-Contractors – Proposers shall list all sub-contractors on the Proposer's Questionnaire that they intend to use. The City reserves the right to reject the successful proposer's selection of sub-contractors.

2.4 Scope of Services – The exact scope of HVAC work under this contract will be determined on a per project basis. An E-Bid will be issued for each HVAC project with a list of specifications listed in an Excel format.

2.5 Job Fair - The selected Proposers that are retained under a Master Contract will attend a Job Fair conducted by the City and make a presentation outlining any current or future job opportunities with their company.

2.6 Implied Warranty of Merchantability - It is understood that the implied warranty of merchantability and fitness for the specified purpose are not disclaimed notwithstanding any representation to the contrary.

2.7 Warranty and Guarantee – Proposers shall warrant that all materials are to be free of defects in workmanship and substance for a period of not less than 365 days; said warranty period shall commence on the date materials are installed, or accepted by the City, whichever is the latter of the two (2) dates.

2.7.1 Repair or Replacement - Should any defect appear during this warranty period, the Proposer shall, at Proposer's sole cost and expense, repair or replace any and all defective items upon receipt of written notice from the City of said defect. Said repair or replacement must be accomplished within seven (7) days after receipt of notification from the City of the defect.

2.8 Emergencies - In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Proposer, or his designee, without special instruction or authorization from the City, is obligated to act, at the Proposer's discretion, to prevent threatened damage, injury or loss. In the event such actions are taken, the Proposer shall promptly give to the Contract Supervisor written notice of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the Contract Supervisor a written authorization signed by the Contract Supervisor covering the approved changes and deviations will be issued. Appropriate compensation adjustments will be approved, provided the cause of the emergency was beyond the control of the Proposer.

2.9 Deductions - In the event the City deems it expedient to perform work which has not been done by the Proposer as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Proposer as required in these Specifications, all expenses thus incurred by the City, at the City's option, will be invoiced to the Proposer and/or deducted from payments due to the Proposer. Deductions thus made will not excuse the Proposer from other penalties and conditions contained in the Contract.

3. INSURANCE REQUIREMENTS –Proposers are required to submit a copy of their current insurance certificates with the E-RFP. The Proposers shall maintain insurance coverage reflecting the minimum amounts and conditions as required by the City. **Insurance requirements are defined in the Contract Form.**

3.1 Indemnification – The Proposer shall indemnify and hold harmless the City, and its Officers and their employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Proposer and all persons employed or utilized by the Proposer in the performance of the Contract. As consideration for this indemnity provision the Proposer shall be paid by the City the sum of \$10.00 (ten dollars), which will be paid prior to commencement of any work. Contractor to provide an invoice for this \$10.00 fee when returning signed contract documents.

3.2 Right to Review - The City by and through its Risk Management Department reserves the right, but not the obligation, to review and reject any insurer providing coverage.

4. ADDITIONAL INFORMATION

4.1 Collusion - The City reserves the right to disqualify proposals, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Proposer. More than one (1) proposal from an individual, partnership, corporation, association, firm, or other legal entity under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is interested in more than one (1) proposal for the same work will be cause for rejection of all proposals in which such Proposers are believed to be interested. Any or all proposals will be rejected if there is any reason to believe that collusion exists among the Proposers.

4.2 Withdrawal of Proposals - A Proposer may withdraw his proposal without prejudice to himself no later than the day and hour set in the "Electronic Request for Proposal" by removing the documents from DemandStar.com.

4.3 Proposal Information - For information concerning procedures for responding to this E-RFP, contact Barbara Moquin, CPPB at (772) 871-5224 or barbaram@cityofpsl.com. Such contact is to be for clarification purposes only. Material changes, if any, to the scope of services, or proposal procedures will be transmitted only by Addendum by DemandStar.com. The Proposer, in turn, shall acknowledge receipt of the addendum(s) by submitting a sheet acknowledging the Addendum number(s) and the date of issuance. It is the responsibility of the Proposer to receive any and all E-RFP information and documents. The City will not be responsible for any interpretation, other than

Proposals for HVAC Contractors for NSP

those transmitted by Addenda to the E-RFP, made or given prior to the E-RFP award. The Proposer is responsible for verifying they have received all E-RFP Addenda.

The City of Port St. Lucie shall not be responsible for providing said addenda to potential Proposers who receive a proposal package from other sources.

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(THIS IS A SAMPLE CONTRACT ONLY - DO NOT EXECUTE)

**CITY OF PORT SAINT LUCIE
CONTRACT #20110071**

This CONTRACT, executed this _____ day of _____, 2011, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and name of contractor, address, Telephone No. () _____ Fax No. () _____, hereinafter called "Contractor", party of the second part.

RECITALS

In consideration of the below agreements and covenants, the parties agree as follows:

As used herein the Contract Supervisor shall mean _____, at (772) _____ or his/her designee.

NOTICES

City Project Manager: Tricia Swift-Pollard, Community Services Director
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984
Telephone: 772-871-5264 Fax: 772-344-4340
Email: triciap@cityofpsl.com

City Contract Administrator: Barbara Moquin, CPPB
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984
Telephone: 772-871-5223 Fax: 772-871-7337
Email: barbaram@cityofpsl.com

**SECTION I
DESCRIPTION OF SERVICES TO BE PROVIDED**

The specific work, which the Contractor has agreed to perform pursuant to the Request for Proposal which is incorporated herein by this reference, is for HVAC Contractor licensed in the State of Florida experienced in residential HVAC system installations and repair services for the purpose of repairing and rehabilitating foreclosed properties for the Neighborhood Stabilization Program.

Awards for individual projects under this Master Contract will be as follows:

Award of Individual Projects – An E-quote will be broadcast on DemandStar.com with the specifications listed for each project and will be in an Excel format. All responses will be received electronically in an Excel format. Each individual project

will be classified as a NSP-1 or NSP-3 residence. Quote should include all costs to perform the needed work and materials. The award of each individual project will be based on the lowest responsive responsible bid with consideration for the projected completion time submitted for the project and credit will be given for Section 3 and/or Vicinity Hiring Certifications as follows:

All Neighborhood Stabilization Program (NSP) I and 3 project E-Bid awards shall adhere to the following requirements:

1. Section 3 Compliance

- a. To ensure compliance with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR part 135 the City shall give preference for project awards to Contractors who are certified as Section 3 business concerns.
- b. Credit for meeting Section 3 eligibility criteria shall be incorporated into the evaluation of the award as follows: The eligible contractor will be determined to have the lowest responsive bid if that bid is not more than 5% higher than the total bid price of the lowest responsive bid from any responsible bidder. All other evaluation criteria remain unchanged.
- c. Contractors shall to the greatest extent feasible assist in informing Section 3 businesses and residents (low and very low income persons in Port St. Lucie) of employment opportunities made available through NSP funding.
- d. The Contractor is strongly encouraged to provide a listing of job availability at the job site and to provide door hangers of job availability for the neighborhood residents to better target local Section 3 residents in hiring.

All Neighborhood Stabilization Program (NSP) 3 project E-Bid awards shall adhere to the following requirements:

2. Vicinity Hiring Compliance

- a. The City is required to the maximum extent feasible to provide for hiring of employees who reside in the vicinity of NSP 3 funded projects or contract with small businesses that are owned and operated by persons residing in the "vicinity." For NSP3 the vicinity is described as follows:
Census Tract 2005, Block Group 2: Bordered on the West by Florida's Turnpike, on the North by Eyerly Ave., on the East by Airoso Blvd. and on the South by Port St. Lucie Blvd.
- b. To ensure compliance with NSP3 vicinity hiring the City shall give preference to project awards to Contractors who live in the above described area and has been certified by the Vicinity Hiring Certification.
- c. Credit for contractor's who live in the vicinity and are certified with the Vicinity Hiring certification shall be incorporated into the evaluation of the award as follows: The eligible contractor will be determined to have the lowest responsive bid if that bid is not more than 7% higher than the total bid price of the lowest responsive bid for any responsible bidder. All other evaluation criteria remain unchanged. If the Contractor is certified under Section 3 and Vicinity Hiring, the total bid price is limited to not more than 7% higher than the total bid price of the lowest responsive bid from any responsible Bidder.

- d. Contractors shall to the greatest extent feasible assist the City in providing for hiring of employees or contracting with small business owned and operated by persons residing in the vicinity.
- e. The Contractor is strongly encouraged to provide a listing of job availability at the job site and to provide door hangers of job availability for the neighborhood residents to better target local residents in hiring.

To obtain information on Section 3 eligibility and Vicinity Hiring Certification go to the City's web site at www.ctiyofpsl.com and click on the blue button entitled "Neighborhood Stabilization – 3. Scroll down to "Hiring of Contractors for Repair of Homes" and choose Section 3 Compliance and/or Vicinity Hiring for NSP-3. Information sheets are located in the respective areas.

SECTION II TIME OF PERFORMANCE

Contract period shall commence upon _____ and continue for a period of twenty-four (24) months. The Contract will terminate on _____. In the event all work required in the Proposal has not been completed by the specified date for each event, the Contractor agrees to provide work as authorized by the Contract Supervisor until all work for the event specified has been rendered

SECTION III COMPENSATION

The total amount to be paid by the City to the Contractor will be determined by the lump sum E-Quote on each individual residential property. Contractor's quote is to include any costs for permits necessary to complete work on individual property. Payments will be disbursed in the following manner:

Progress Payments- Partial payments may be made calculated from the percentage of work completed and in place will be made Net thirty (30) days after the receipt of the Pay Request. Partial Release of Liens from all contractors, subcontractors, suppliers for materials and sub-sub contractors are to be attached to each invoice.

Acceptance and Final Payment - Upon receipt of written notice that the work is ready for final inspection and acceptance, the City will promptly make such inspection. When City finds the work acceptable under the terms of the Contract and the work is fully performed, City will promptly issue a final certificate stating that the work provided for in the Contract has been completed, and that the City's final acceptance of the Contractor's work under the terms and the conditions of the Contract is recommended, and the entire balance due the Contractor, and subject to any liquidated damages, if any assessed against the Contractor, will be paid to the Contractor Net thirty (30) calendar days after the date of the City's issuance of said final certificate of work completion and acceptance.

Before the City issues the final certificate of work completion and acceptance, the Contractor shall submit evidence that all payrolls, material bills and other indebtedness connected with the work have been paid. Final Release of Liens from all contractors, subcontractors, suppliers for materials and sub-sub contractors are to be attached to the final invoice.

The Contractor shall not be paid additional compensation for any loss, and/or damage arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or

difficulties encountered in the prosecution of the work, or for any expenses incurred by, or as a consequence of the suspension or discontinuance of the work.

Invoices for services shall be submitted once a month, by the 10th day of each month, and payments shall be made net thirty (30) days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and approved by the Contract Supervisor as provided in Section XII.

No payment for projects involving improvements to real property shall be due until Contractor delivers to City a complete release of all claims arising out of the Contract or receipts in full in lieu thereof, and an affidavit asserting personal knowledge that the releases and receipts include labor and materials for which a lien could be filed.

All invoices and correspondence relative to this Contract must contain the Contract number, Purchase Order number or Visa Authorization number appearing herein.

SECTION IV CONFORMANCE WITH PROPOSAL

It is understood that the materials and/or work required herein are in accordance with the proposal made by the Contractor pursuant to the Request for Proposal and Specifications on file in the Office of Management and Budget of the City. All documents submitted by the Contractor in relation to said proposal, and all documents promulgated by the City for inviting proposals are, by reference, made a part hereof as if set forth herein in full.

SECTION V INDEMNIFICATION/INSURANCE

The Contractor agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent acts, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract. As consideration for this indemnity provision the Contractor shall be paid the sum of ten dollars (\$10.00), which will be added to the contract price, and paid prior to commencement of work.

The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that may be obtained pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its sovereign immunity pursuant to Section 768.28, Florida Statutes, under its self insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to

obtain insurance coverage for this project, or any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis. Should scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG20101185 or CG20371001 & CG20100704) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of 5 years from the date of possession by owner or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause. There shall be no exclusion for Mold, Silica or Respirable Dust or Bodily Injury or Property Damage arising out of heat, smoke, fumes or ash from a hostile fire.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, political subdivision of the State of Florida, its officers, employees and agents, and Contract #20110071 for HVAC Contractors for the Neighborhood Stabilization Program (NSP) shall be listed as additionally insured.**" The Certificate of Insurance and policy shall unequivocally provide thirty- (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be accepted by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the

Contractor shall be required, upon receipt of thirty - (30) days written notice from the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.

It shall be the responsibility of the Contractor to ensure that all subcontractors comply with the same insurance requirements referenced above.

All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the City shall be endorsed as an "Additional Insured."

SECTION VI PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any subcontractor, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION VII WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. Any and all changes must be authorized by a written change

order signed by the Director of OMB, City Manager or their designee as representing the City. Work shall be changed and the Contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties before starting the work involved in the change.

SECTION VIII FIELD CHANGES

The Contract Supervisor shall have the authority to order minor changes in amounts up to \$25,000.00 or accumulated change orders totaling less than \$25,000.00, or minor extensions of the Contract Time. Such changes shall be effected by written order and signed by both the Contract Supervisor and the Contractor. The Contractor shall carry out such written orders promptly. Change orders in amounts exceeding \$25,000.00 require City Council approval.

SECTION IX COMPLIANCE WITH LAWS

The Contractor shall give all notices required by all applicable laws, ordinances and codes. Further, Contractor shall, at Contractor's sole cost and expense secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and work performed pursuant to the Contract, and any Amendments or Change Orders thereto shall comply with all local, state and federal laws and regulations.

SECTION X CLEANING UP

The Contractor shall, during the performance of this Contract, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. Upon completion of the work, Contractor shall remove all of Contractor's equipment and all excess materials, and put the work area in a neat, clean, sanitary and safe condition.

SECTION XI NOTICE OF PERFORMANCE

Following the delivery of materials and Contractor's performance of work required under this Contract, Contractor shall submit a written request for inspection to the Contract Supervisor. Such written request for inspection is the Contractor's Notice of Performance, which is further addressed in Section XIII of this Contract.

SECTION XII INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required work was performed in accordance with the terms and conditions of the Contract Documents, the Contract Supervisor shall conduct inspection as soon as practicable after receipt of the Contractor's of a Notice of Performance. If such inspection shows that the required work performed in accordance with the terms and conditions of the Contract Documents and that the work is entirely satisfactory, the Contract Supervisor shall approve the invoice when it is received.

Thereafter the Contractor shall be entitled to payment, as described in Section III of this Contract. If the inspection conducted by the Contract Supervisor reveals that the work performed is not satisfactory, or substandard, then the Contract Supervisor shall, as soon as practicable, inform the representatives or contact persons of the respective parties hereto, of the specific findings of the inspection. The City shall provide Contractor with the opportunity to correct, remedy, or fix, within a reasonable time but no longer than thirty (30) days from the date of being informed of the unfavorable inspection, the items deemed unsatisfactory or substandard, at no additional charge to the City. Such examination, inspection, or tests made by the Contract Supervisor, at any time, shall not relieve Contractor of the responsibility or obligation to remedy any deviation, deficiency, or defect in the materials used or work performed.

SECTION XIII ADDITIONAL REQUIREMENTS

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of the Contract Documents shall apply.

SECTION XIV LICENSING

The Contractor warrants that he possesses all licenses and certificates necessary to perform required work and is not in violation of any laws. Contractor warrants that his license and certificates are current and will be maintained throughout the duration of the Contract.

SECTION XV SAFETY PRECAUTIONS

Precaution shall be exercised at all times for the protection of persons, including employees and members of the public, and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

SECTION XVI ASSIGNMENT

The Contractor shall not delegate or subcontract any part of the work required to be performed under this Contract or assign any monies due Contractor hereunder without first obtaining the written consent of the City.

SECTION XVII TERMINATION, DELAYS AND LIQUIDATED DAMAGES

A. Termination of Contract. If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will insure its completion within the time specified in this Contract, or as modified as provided in this Contract, the City by written notice to the Contractor, may terminate Contractor's rights to proceed. Upon such termination, the City may take over the work and prosecute the same to completion, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional costs incurred by the City in its completion of the work. The City may also, in the event of termination obtain undelivered materials, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred for such material. Contractor

and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work, and therefore necessary to accomplish the work.

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time specified in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City the amount of **\$500.00** for each calendar day of delay until the work is completed. The Contractor and his sureties shall be liable to the City for the total amount thereof that is due to the City as a result of said delay of work completion.

C. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any adverse acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any willful or wrongful acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargos and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify provide written notice to the City of the delay in performing work. Contractor shall provide such written notice of delay within two (2) days of the event that caused the delay. the City in writing within two (2) days of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable, then the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

D. The City may terminate this Contract with or without cause by giving the Contractor thirty (30) days notice in writing. Upon delivery of said notice and upon expiration of the thirty (30) day period, the Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder.

SECTION XVIII LAW

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken pursuant to this Contract shall be in St. Lucie County, Florida.

SECTION XIX APPROPRIATION APPROVAL

The Contractor acknowledges that the City of Port Saint Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Contractor

agrees that, in the event such appropriation is not forthcoming, the City may terminate this Contract and that no charges, penalties or other costs shall be assessed against the City.

**SECTION XX
RENEWAL OPTION**

The Contract period will be for twenty-four (24) months with an option to renew for one (1) additional twenty-four (24) month period. In the event Contractor offers in writing at least three (3) months, prior to the termination of this Contract, to provide the identical services required in this Contract for the identical period of time in the subsequent calendar period, then the City, without additional bidding or negotiation, may, with the mutual agreement of the Contractor, extend this Contract for an additional twenty-four (24) month period.

NOTE: Contractor may exercise the option to continue the contract by submitting a written submission three (3) months prior to the end of the twenty-four (24) month period.

**SECTION XXI
ENTIRE AGREEMENT**

The written terms and provisions of this Contract shall supersede and take precedence over any and all prior and contemporaneous verbal or written statements of any official or other representative of the City. Any such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

Balance of page intentionally left blank.

Proposals for HVAC Contractors for NSP

IN WITNESS WHEREOF, the parties have executed this Contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By:

City Manager

ATTEST:

By:

City Clerk

By:

Authorized Representative, Company name

State of: _____

County of: _____

Before me personally appeared: _____

(please print)

Personally known _____

Produced Identification: _____
(type of identification)

Identification No. _____

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.
(he/she)

WITNESS my hand and official seal, this ____ day of _____, 2011.

Notary Signature

Notary Public-State of _____ at Large

My Commission Expires _____

(seal)

END OF SAMPLE CONTRACT

5. PROPOSER'S QUESTIONNAIRE

**E-RFP #20110071
HVAC Contractors**

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

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

Dated this _____ day of _____, 2011.

Name of Organization / Proposer

Submitted by: _____
Name and Title

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

1. Type of Organization: Corporation, Partnership, Joint Venture, Individual or other?
(circle one)

2. If a Corporation, answer the following:

When incorporated _____

In what State _____

Name of Officers:

President _____

Vice President _____

Secretary _____

Treasurer _____

3. If a Partnership, answer the following:

Date of organization _____

General Limited Partnership _____

Name and address of each partner:

(Attach additional pages if necessary)

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

5. Firm's previous names (if any) _____
 What year(s) _____

6. Area of expertise: _____

7. How many years has your organization been in business? _____

8. Describe organization profile, including the size, range of activities, licenses, etc.

(This is a Word document -- add lines if needed)

9. Number of full time personnel:

	Current	Maximum	Minimum
a. Partners			
b. Managers			
c. Supervisors Senior Staff			
d. Other Professional Staff			
g. Total number of full time personnel			

10. What is the residential HVAC experience of the principals and supervisory personnel of your organization?

Name	Title	Years of Construction Experience	% of Time to be Spent on City Projects	In What Capacity and With Whom

11. Firm's experience with similar contracts. Indicate which team member(s) was part of similar contracts. Indicate specifically the nature and extent of the work performed by the individual(s) or firms on prior similar contracts.

Name	Work Performed

Proposals for HVAC Contractors for NSP

12. Provide an organizational chart identifying relationship of entity and sub-contractors (if any) and the role description of key personnel proposed.

13. State your firm's commitment to perform in a timely fashion:

14. Submit the current and projected workloads of identified key personnel to be assigned to this contract.

Name	Current and Projected Workloads

15. State your firm's ability to meet budget and schedule:

16. Provide information regarding any favorable cost containment approaches or ideas that have been successful for you:

17. Identify any sub-contractor(s) that will be involved that you hire on a regular basis, including address(s) and a description of qualification(s).

Name	Address	Qualifications

18. Has the Proposer or any principals of the applicant organization failed to qualify as a responsible HVAC Contractor; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years; or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? If yes, please explain:

(This is a Word document – add lines if needed)

19. Has the Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Yes () No ()
If yes, please explain:

20. List any lawsuits / litigations pending or completed involving the corporation, partnership or individuals with more than ten percent (10 %) interest:

21. List any judgments from lawsuits in the last five (5) years:

22. List any criminal violations and/or convictions of the Proposer and/or any of its principals:

23. Is firm claiming to be a Certified Minority Business Enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, and in accordance with Florida State Statutes, #287.09451?

Yes () No ()

24. Describe any significant or unique accomplishment in previous contracts. Include any additional data pertinent to firm's capabilities. (Please limit to two (2) pages)

25. Is firm claiming to be a HUD Section 3 Business as defined under Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (as amended)?

Yes () No ()

26. Is firm claiming to be qualified under NSP-3 Vicinity Hiring requirements?

Yes () No ()

Witnesses:

If Individual:

Signature

Print Name

If Partnership:

Print Name of Firm
By: _____
(General Partner)

If Corporation:

Print Name of Corporation
By: _____
(President)
Attest: _____
(Secretary)

**CITY OF PORT ST. LUCIE
E-RFP # 20110071**

PROJECT TITLE: HVAC Contractors for the Neighborhood Stabilization Program

CONTRACTOR VERIFICATION FORM

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of Firm: _____

Corporate Title: _____

Address: _____

_____ (Zip Code)

By: _____ (Print name) _____ (Print title)

(Authorized Signature)

Telephone: () _____

Fax: () _____

State License # _____ (ATTACH COPY)

County License # _____ (ATTACH COPY)

City License: (ATTACH PROOF OF REGISTRATION WITH THE CITY)

Type of License: _____

Unlimited _____ (yes/no)

If "NO"; Limited to what trade? _____

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

E-RFP #20110071

State of _____ }

County of _____ }

_____, being first duly sworn, disposes and says that:
(Name/s)

1. They are _____ of _____ the Bidder that
(Title) (Name of Company)
has submitted the attached bid/PROPOSAL;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid/PROPOSAL;
3. Such Bid/Proposal is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder/Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Bid in connection with the contract 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 Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Port St. Lucie or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title) _____

STATE OF FLORIDA }
COUNTY OF ST. LUCIE }SS:

The foregoing instrument was acknowledged before me this _____
(Date)

by: _____ who is personally known to me or who has produced
_____ as identification and who did (did not) take an oath.

Notary (print & sign name)

Commission No. _____

E-RFP #20110071 CERTIFICATION REGARDING LOBBYING

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying", 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- (3) The undersigned shall require that the language of this certification be included in the awards documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352 (1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure]

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Company Name: _____

Authorized By: _____
(Sign) (Print Name)

Title: _____ Date: _____

(All Subcontractors are required to submit this form with the Prime Contractor's Bid)

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that
_____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal 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 proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Proposer's Signature

Date

CITY OF PORT ST LUCIE

121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type)

Bid Number: 20110071

Title: HVAC Contractors for the Neighborhood Stabilization Program

Bidder/Respondent: _____

Reference: _____ Fax #: _____

Email: _____ Telephone #: _____

Person to contact: _____

Instructions to referenced company: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax to the City within five (5) days to 772-871-7337. Thank you.

Has the above Contractor performed HVAC work for you? If so, please describe the scope of work.

What was the total project amount? _____

Was the project completed on time and within budget? _____

What was the project completion date? _____

How many HVAC system projects has this Contractor completed for you within the past 5 years? _____

What problems were encountered (claims)? _____

How many change orders were requested by this Contractor? _____

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism _____	Final Product _____
Qualifications _____	Cooperation _____
Budget Control _____	Reliability _____

Would you contract with this Contractor again? Yes [] No [] Maybe []
Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

CHECKLIST
E-RFP #20110071

Proposals for HVAC Contractors for the Neighborhood Stabilization Program

Name of Proposer: _____

This checklist is provided to assist Proposers in the preparation of their Electronic Request for Proposal response. Included in this checklist are important requirements that are the responsibility of each Proposer to submit with their response in order to make their E-RFP response fully compliant. This checklist is only a guideline -- it is the responsibility of each Proposer to read and comply with the Sealed E-RFP in its entirety.

- _____ Each Addendum (when issued) is acknowledged on the E-RFP Questionnaire.
- _____ Required W-9 as per Section 1.16.1 uploaded to DemandStar.com.
- _____ Copy of Insurance Certificate in accordance with Section 3 of the E-Bid documents uploaded to DemandStar.com.
- _____ Copy of all required licenses and certifications to do work in the City of Port St. Lucie uploaded to DemandStar.com.
- _____ Reviewed the Contract and accept all City Terms and Conditions.
- _____ Contractor's Questionnaire uploaded to DemandStar.com (pages 1 - 22).
Including forms: Contractor Verification Form
Noncollusion Affidavit
Certification Regarding Lobbying
Drug-Free Workplace Form
- _____ 5 completed Reference Check Forms uploaded to DemandStar.com (page 23).
- _____ List of all sub-contractors (list on the Questionnaire).
- _____ Copy of the Checklist uploaded to DemandStar.com.

THIS FORM SHOULD BE RETURNED WITH YOUR E-RFP REPLY SHEET

Barbara Moquin

From: Wentzel, Barbara [Barbara.Wentzel@scripps.com]
Sent: Friday, September 30, 2011 9:29 AM
To: Barbara Moquin
Subject: RE: Ad submission
Attachments: NEWSPAPER LEGAL DEADLINES.doc

Barbara, I will get your ad in the paper for 10/5 & 10/11 this time but please note from the attached deadline schedule that we require four business days. Today we are working on ads going into the paper on 10/6. Thanks.

Barbara Wentzel
Classified Legal Advertising St. Lucie County
1939 South Federal Highway
Stuart, FL 34994

E-mail: barbara.wentzel@scripps.com

stlucielegals@scripps.com

772-692-8966 (Direct) 772-600-1450 (Fax)

www.tcpalm.com/legalinfo

PLEASE NOTE: Deadline to place a legal notice is

3:00 PM - 4 BUSINESS DAYS (Monday - Friday) prior to publication.

DEADLINES WILL CHANGE DURING HOLIDAYS. PLEASE CHECK NEWSPAPER FOR DEADLINES.

From: Barbara Moquin [<mailto:BarbaraM@cityofpsl.com>]
Sent: Friday, September 30, 2011 8:50 AM
To: TCNStLucieLegals
Subject: Ad submission

Please place attached advertisement for RFP on Oct. 5 and Oct. 11, 2011. Please send confirmation. Thank you.

Barbara J. Moquin, CPPB
Contract Specialist, Office of Management & Budget
City of Port St. Lucie
121 SW Port St. Lucie Blvd. Ste. 390
Port St. Lucie, FL 34984
772-871-5224
772-871-7337 Fax

Barbara Moquin

From: Wentzel, Barbara [Barbara.Wentzel@scripps.com]
Sent: Friday, September 30, 2011 9:34 AM
To: Barbara Moquin
Subject: AD #2322078
Attachments: Classified Ad _ 2322078.pdf

Your ad will appear in the ST. LUCIE NEWS TRIBUNE for St. Lucie County on 10/5 and 10/11/11.

Please review this proof prior to publication and e-mail or fax me any changes/corrections immediately.

When referring to this ad, please always use the ad number. Thank you.

Barbara Wentzel
Classified Legal Advertising St. Lucie County
1939 South Federal Highway
Stuart, FL 34994

E-mail: barbara.wentzel@scripps.com
stlucielegals@scripps.com

772-692-8966 (Direct) 772-600-1450 (Fax)

www.tcpalm.com/legalinfo

PLEASE NOTE: Deadline to place a legal notice is

3:00 PM - 4 BUSINESS DAYS (Monday - Friday) prior to publication.

DEADLINES WILL CHANGE DURING HOLIDAYS. PLEASE CHECK NEWSPAPER FOR DEADLINES.

Foreign Account Number : 11515278

Ad # : 2322078

Ad Net Cost : \$64.19

Name (Primary) : CITY OF PORT ST. LUCIE

Company (Primary) : CITY OF PORT ST. LUCIE

Street 1 (Primary) : 121 SW PORT ST. LUCIE BLVD

City (Primary) : PORT ST LUCIE

State (Primary) : FL

ZIP (Primary) : 34984

Phone (Primary) : (772) 344-4390

Class Code : 9418SC - Request for Bid

Start Date : 10/5/2011

Stop Date : 10/11/2011

Prepayment Amount : \$0.00

Ad Sales Rep. : 190 - Barbara Wentzel

Width : 1

Depth : 43

REQUEST FOR
PROPOSALS

#20110071 Request for Proposals, VAC Contractors the Neighborhood Stabilization Program, will be received by the City of St. Lucie, in the Office of Management & Budget, 3rd Floor, Suite 390, "A" of the Municipal Complex, at SW Port St. Lucie Blvd., Port St. Lucie, FL 34984 5099, 3:00:00 p.m. on 10/31, 2011. Specifications may be obtained from DemandStar by Onvia, phone (800) 711-1234, DemandStar, or from the Office of Management and Budget. RFP package included from any source is at the bidder's risk.

Effective Date: October 5,
2011
78

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City of Port St. Lucie - Office of Management and Budget
 121 S.W. Port St. Lucie Boulevard, Bldg. A
 Port St. Lucie, FL. 34984
Electronic Request for Proposal
HVAC Contractors for the Neighborhood Stabilization Program
ERFP-20110071-0-2011/BM

Scope of Work: HVAC Contractors to repair/replace HVAC systems as required for the rehabilitation of NSP homes in the City of Port St. Lucie, including all materials and supplies to perform the needed rehabilitation work.

Ordering Instructions: This package can be downloaded from Onvia DemandStar on our website at <http://www.demandstar.com>.

Document Cost: \$0.00

Bid Bond: None

Pre/Bid Proposal Conference: No pre-bid conference scheduled at this time.

Due Date/Time: 10/31/2011 3:00 PM Eastern
City of Port St. Lucie - Office of Management and Budget

Contact: Barb Moquin, CPPB
 Contract Specialist
 Phone: 7728715224

PUBLISH	St. Lucie News Tribune	10/5/2011
PUBLISH	St. Lucie News Tribune	10/11/2011

Onvia DemandStar

Next > Skip >> Save and Finish Later

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20110071
HVAC

REQUEST FOR PROPOSALS

RFP #20110071 Request for Proposals, for HVAC Contractors for the Neighborhood Stabilization Program, will be received by the City of Port St. Lucie, in the Office of Management & Budget, 3rd Floor, Suite 390, Bldg "A" of the Municipal Complex, at 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984-5099, until 3:00:00 p.m. on Oct. 31, 2011. Specifications may be obtained from DemandStar by Onvia, telephone (800) 711-1712, DemandStar.com, or from the City's Office of Management and Budget. RFP package obtained from any other source is at the vendor's risk.

Publish: October 5,

MEASURE COAST NEW

REQUEST FOR BID

11, 2011
2322078

TCPALM

REQUEST FOR BID

assist with the bidding process and certify construction for a large stormwater project. Send qualifications to:

Misty M. Spada
313 Orange Ave
Fort Pierce, FL 34950

Email:
treasurecoastred@gmail.com
Phone: 772-466-3222

Publish: October 5, 6, 7, 8, 9, 10, 11, 2011
2321465

REQUEST FOR PROPOSALS

RFP #20110071 Request for Proposals, for HVAC Contractors for the Neighborhood Stabilization Program, will be received by the City of Port St. Lucie, in the Office of Management & Budget, 3rd Floor, Suite 390, Bldg "A" of the Municipal Complex, at 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984-5099, until 3:00:00 p.m. on Oct. 31, 2011. Specifications may be ob-

REQUEST FOR PROPOSALS

RFP #20110071 Request for Proposals, for HVAC Contractors for the Neighborhood Stabilization Program, will be received by the City of Port St. Lucie, in the Office of Management & Budget, 3rd Floor, Suite 390, Bldg "A" of the Municipal Complex, at 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984-5099, until 3:00:00 p.m. on Oct. 31, 2011. Specifications may be obtained from DemandStar by Onvia, telephone (800) 711-1712, DemandStar.com, or from the City's Office of Management and Budget. RFP package obtained from any other source is at the vendor's risk.

Billing for this advertisement must be sent to:

City of Port St. Lucie
Office of Management & Budget
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099

This advertisement is to run on:

Wednesday, October 5, 2011 & Tuesday, October 11, 2011

This section for Office of Management & Budget use only.
Advertisement placed by: Barb Moquin, CPPB
Telephone Number: 772-344-4293 Fax Number: 772-871-7337

(place an 'x' in the box below for the appropriate newspaper)

Tribune	Date:	1st Ad	2nd Ad
Post	Date:	1st Ad	2nd Ad

Fax to 600-1450 or
E-mail to: stlucielegals@scripps.com

Barbara Moquin

From: Barbara Moquin
Sent: Friday, September 30, 2011 8:50 AM
To: stlucielegals@scripps.com
Subject: Ad submission
Attachments: 20110071-01.doc

Please place attached advertisement for RFP on Oct. 5 and Oct. 11, 2011. Please send confirmation. Thank you.

Barbara J. Moquin, CPPB
Contract Specialist, Office of Management & Budget
City of Port St. Lucie
121 SW Port St. Lucie Blvd. Ste. 390
Port St. Lucie, FL 34984
772-871-5224
772-871-7337 Fax