

PORT ST. LUCIE CITY COUNCIL
AGENDA ITEM REQUEST

COUNCIL ITEM 13B
DATE 1/9/12

Meeting Date: January 9, 2012

Public Hearing _____ Ordinance _____ Resolution _____ Motion X

Item: E-RFP #20110065, Plumbing Contractor (s) for NSP Home Rehabilitation, Aqua Dimensions Plumbing Services, Inc. and Troy Plumbing & Gas, Inc.

Recommended Action:

Approval to accept the recommendation of the Evaluation Committee for this contract award to Aqua Dimensions Plumbing Services, Inc. AND Troy Plumbing & Gas, Inc. for the furnishing and installing of plumbing systems and repairs 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 and evaluation sheets.
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 plumbing 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(s) 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: CL City Manager concurs with award: JAB

Department requests 0 minutes to make a presentation.

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

Date Submitted: 12/6/11

RECEIVED

DEC 19 2011

City Manager's Office

E-RFP Review/Tabulation
 Plumbing Contractors for NSP Homes
 E-RFP #20110065

November 15, 2011
 Opened: 2:00 PM

COMPANY NAME >>>>>		<i>Aqua Dimensions Plumbing Services, Inc.</i>	<i>Troy Plumbing & Gas, Inc.</i>
Item	Description		
1	Completed Questionnaire	Yes	Yes
2	Addenda Acknowledged	Yes	Yes
3	Current Insurance Cert	Yes	Yes
4	Licenses/Certifications	State/City of PSL	State/Cnty/
5	Accepts City Contract	Yes	Yes
6	References	Yes	Yes
7	Contractor Verification Form	Yes	Yes
8	Noncollusion Affidavit	Yes	Yes
9	Certification Regarding Lobbying	Yes	Yes
10	Drug-Free Workplace Form	Yes	Yes
11	Sub Contractors List	N/A	N/A
12	Check List	Yes	Yes
13	Legal Review (OMB)	Yes-ok	Yes-ok
14	Other	Staff Experience 25+years	Staff Experience- 10-15+ years
		Capable of Replacing 4 Sys/Day	Response Time within 24 hrs.
		No contract defaults	No contract defaults
		Not Minority Business Enterprise	Not Minority Business Enterprise
		Not claiming Sec.3/NSP 3	Not claiming Sec.3/NSP 3
		Has current contract w/City for NSP work.	
Evaluations by Committee>>>>>		229 Points	200 Points
	6-Dec-11		
Committee Members:			
	Jack Reisinger	73	68
	Pattie Tobin	76	60
	Dottie Sinan	80	72
		229	200
Committee Recommendation:			

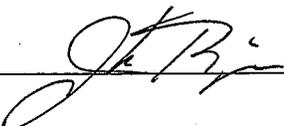
Respondent: **Aqua Dimensions Plumbing Services, Inc.**

A Criterion	B Weight Factor	C Maximum Points Independent Review	D Maximum Points Review with Panel
A. Qualifications of Firm in residential Plumbing Projects	4	0 1 2 3 ④ 5	0 1 2 3 4 5
Comments:		16	
B. Experience /expertise of staff	5	0 1 2 3 4 ⑤	0 1 2 3 4 5
Comments:		25	
C. Past Performance	8	0 1 2 3 ④ 5	0 1 2 3 4 5
Comments:		32	
D. Section 3 Certification (St. Lucie County)	1	① 1 2 3 4 5	0 1 2 3 4 5
Comments:		-	
E. Business Owner Lives in NSP-3 project area	1	① 1 2 3 4 5	0 1 2 3 4 5
Comments:		-	
F. Minority Business Enterprise	1	① 1 2 3 4 5	0 1 2 3 4 5
Comments:		-	
		73	

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 Department

Signature:  Date: 12-6-11

Respondent: **Troy Plumbing & Gas, Inc.**

A Criterion	B Weight Factor	C Maximum Points Independent Review	D Maximum Points Review with Panel
A. Qualifications of Firm in residential Plumbing Projects	4	0 1 2 3 <u>4</u> 5	0 1 2 3 4 5
Comments:		14	
B. Experience /expertise of staff	5	0 1 2 3 <u>4</u> 5	0 1 2 3 4 5
Comments:		20	
C. Past Performance	8	0 1 2 3 <u>4</u> 5	0 1 2 3 4 5
Comments:		32	
D. Section 3 Certification (St. Lucie County)	1	<u>0</u> 1 2 3 4 5	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:		-	
		68	

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 Department
 (please print)

Signature:  Date: 12-6-11

Respondent: **Troy Plumbing & Gas, Inc.**

A Criterion	B Weight Factor	C Maximum Points Independent Review	D Maximum Points Review with Panel
A. Qualifications of Firm in residential Plumbing Projects	4	0 1 2 3 4 <u>5</u>	0 1 2 3 4 5
Comments:		20	
B. Experience /expertise of staff	5	0 1 2 3 <u>4</u> 5	0 1 2 3 4 5
Comments:		20	
C. Past Performance	8	0 1 2 3 <u>4</u> 5	0 1 2 3 4 5
Comments:		32	
D. Section 3 Certification (St. Lucie County)	1	<u>0</u> 1 2 3 4 5	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:		-	
		72	

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: Dottie Sinan Dept.: A Ultimate Home Inspections

Signature: Dottie Sinan Date: 12/16/11

Respondent: **Aqua Dimensions Plumbing Services, Inc.**

A Criterion	B Weight Factor	C Maximum Points Independent Review	D Maximum Points Review with Panel
A. Qualifications of Firm in residential Plumbing Projects	4	0 1 2 3 4 <u>5</u>	0 1 2 3 4 5
Comments:		20	
B. Experience /expertise of staff	5	0 1 2 3 <u>4</u> 5	0 1 2 3 4 5
Comments:		20	
C. Past Performance	8	0 1 2 3 4 <u>5</u>	0 1 2 3 4 5
Comments:		40	
D. Section 3 Certification (St. Lucie County)	1	<u>0</u> 1 2 3 4 5	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	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
		80	

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: Dottie Sinan Dept.: A Ultimate Home Inspections

Signature: Dottie Sinan Date: 12/16/11

Respondent: **Troy Plumbing & Gas, Inc.**

A Criterion	B Weight Factor	C Maximum Points Independent Review	D Maximum Points Review with Panel
A. Qualifications of Firm in residential Plumbing Projects	4	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments:		16	
B. Experience /expertise of staff	5	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments:		20	
C. Past Performance	8	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments:		24	
D. Section 3 Certification (St. Lucie County)	1	(0) 1 2 3 4 5	0 1 2 3 4 5
Comments:		-	
E. Business Owner Lives in NSP-3 project area	1	(0) 1 2 3 4 5	0 1 2 3 4 5
Comments:		-	
F. Minority Business Enterprise	1	(0) 1 2 3 4 5	0 1 2 3 4 5
Comments:		-	
		X	
		60	

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: Pattia Tobin Dept.: Community Services
 (please print)

Signature: P. Tobin Date: 12.6.11

Respondent: **Aqua Dimensions Plumbing Services, Inc.**

A Criterion	B Weight Factor	C Maximum Points Independent Review	D Maximum Points Review with Panel
A. Qualifications of Firm in residential Plumbing Projects	4	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments:		16	
B. Experience /expertise of staff	5	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments:		20	
C. Past Performance	8	0 1 2 3 4 (5)	0 1 2 3 4 5
Comments:		40	
D. Section 3 Certification (St. Lucie County)	1	(0) 1 2 3 4 5	0 1 2 3 4 5
Comments:		—	
E. Business Owner Lives in NSP-3 project area	1	(0) 1 2 3 4 5	0 1 2 3 4 5
Comments:		—	
F. Minority Business Enterprise	1	(0) 1 2 3 4 5	0 1 2 3 4 5
Comments:		—	
		5 76	

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

Signature: *P. Tobin* Date: 12.6.11

**Plumbing Contractors for NSP Projects
E-RFP #20110065-BM
December 6, 2011 @ 2:30 PM
Evaluation Committee Meeting Minutes**

In attendance:

Barbara Moquin, City of PSL OMB
Jack Reisinger, City of PSL Building Dept.
Patti Tobin, City of PSL Community Services
Dottie Sinan, NSP Project Manager
Melissa Lunsford, City of PSL OMB (Taking minutes)

BM – I know I gave you preliminary sheets and thank you for filling them out. Is there anything anyone would like to discuss? There are no problems with either bidders (Troy Plumbing & Aqua Dimensions). It is my understanding you can choose to award to one or both companies and we will have contracts for each.

DS – That is our wish to go with both.

BM – Was there anything in particular you wanted to discuss about each one of the respondents? We have Troy Plumbing and Aqua Dimensions. Aqua Dimensions has the current contract to do the plumbing. We will be adding Troy Plumbing to that.

DS – We are good with that as far as all three of us. We have agreed that both are reputable companies and they are local. We have been very happy with Aqua Dimensions, but we feel the competitive process makes it a little better. We are good both especially if we have any issues.

BM – Okay, do you have your other forms? Do you want copies back?

PT – I don't need mine.

DS – I don't need mine either.

BM – Does everyone want to keep their scores as is?

DS – Yes.

BM – Okay. I will go ahead and do the contracts and take the awards to City Council. The agenda has already been done and I believe we can take this to the December 12, 2011 Council meeting. In the meantime we will get the contracts out to them.

Meeting adjourned.

Plumbing Contractor(s) for NSP Projects
 E-RFP #20110065-BM
 December 6, 2011 @ 2:30 pm
 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.	Jack Reisinger	Building Dept	JReisinger@cityofpsl.com	T 871-5732 F
3.	Fathi Tobin	City of PSL/CS	ftobin@cityofpsl.com	T 873.6350 F
4.	DOTTIE SINAN	NSP PROJECT MGR.	AULTIMATEH@COMCAST.NET	T 879-0093 F
5.	Melisse Lunsford	omb	omb@cityofpsl.com	T 871-5223 F
6.				
7.				

NOTIFICATION

**Evaluation Committee Meeting
For
Plumbing Contractor(s) for the NSP Projects**

Tuesday, December 6, 2011

2:30 p.m.

Office of Management & Budget

3rd. Floor, Suite 390

Building A, City Complex

**CITY OF PORT SAINT LUCIE
CONTRACT #20110065-2**

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 Aqua Dimensions Plumbing Services, Inc., a Florida Corporation, 1651 SW Macedo Blvd., Port St. Lucie, Florida 34984, Telephone No. (772) 344-8433, Fax No. (772) 343-7418, 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
OMBTemp@cityofpsl.com

Contractor Mailing Address:

1651 SW Macedo Blvd.
Port St. Lucie, FL 34984
bobludlum@aquadimensions.com

**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 Plumbing Contractor or Contractors, licensed in the State of Florida and experienced in residential plumbing 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 as needed. 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 13, 2011 (Commencement Date) and continue for a period of twenty-four (24) months through to December 12, 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 and all 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 #20110065-2, Plumbing Contractor 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 **Aqua Dimensions Plumbing Services, 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)

5. PROPOSER'S QUESTIONNAIRE

E-RFP #20110065
PLUMBING 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 8th day of November, 2011.

Aqua Dimensions Plumbing Services, Inc
Name of Organization / Proposer

Submitted by: Robert Ludlum, 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 January 1993
In what State Florida
Name of Officers:
President Robert W Ludlum
Vice President Lisa R Ludlum
Secretary Lisa R Ludlum
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:
Aqua Dimesions Plumbing Services, Inc. 1651 SW Macedo Blvd. Port St. Lucie, FL 34984
O.772-344-8433, F. 772-343-7418, bobludlum@aquadimensions.com, Bob Ludlum

5. Firm's previous names (if any) N/A What year(s) _____
6. Area of expertise: Plumbing and solar installations and repairs
7. How many years has your organization been in business? +20 since 1991
8. Describe organization profile, including the size, range of activities, licenses, etc.
Our organization specializes in all phases of residential and commercial plumbing & solar hot water installations.
We Are a State Certified Plumbing Contractor with no complaints or violations ever filed against our business or License holder. We currently employ 10 people and at our peak employed over 50

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

9. Number of full time personnel:

	Current	Maximum	Minimum
a. Partners			
b. Managers	1	3	1
c. Supervisors Senior Staff	1	4	1
d. Other Professional Staff	8	45	1
g. Total number of full time personnel	10	52	1

10. What is the residential PLUMBING 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
Bob Ludlum	Pres.	+25	As needed	
Tracy Howard	Ops Mngr	+45	As needed	
Jeff Watkins	Supervisor	+25	As needed	
Rhonda Lafferty	Off. Mngr	+15	As needed	

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
Jeff Watkins	Scheduling/repair leaks, replace defective piping, install fixtures
Ty Konrath	Install fixtures & appliances, repair leaks, replace sinks & faucets
Tim Middleton	Install water heaters, replace valves & faucets

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 commit to perform all scheduled work in the time frames requested and as outlined in the contract documents

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

Name	Current and Projected Workloads
Jeff Watkins	Full time and overtime if necessary
Tracy Howard	Full time and overtime if necessary
Ty Konrath	Full time and overtime if necessary

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

Our firm has maintained it's stability in the industry by accurately calculating and estimating construction costs, and staffing needs as well as implementing procedures to perform work in an efficient professional manner from multimillion dollar projects to simple residential repairs

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

Attention to risk management to reduce worksite injuries and down time

Minimizing inventory

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
N/A		

18. Has the Proposer or any principals of the applicant organization failed to qualify as a responsible PLUMBING 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

(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 (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:

N/A

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

N/A

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

N/A

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)

If "Yes" was checked, include a copy of certificate with proposal.

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) N/A

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)

If "Yes" was checked, include a copy of certificate with proposal.

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

Yes () No (X)

If "Yes" is checked, include a copy of certificate with proposal.

(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 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.

Proposals for Plumbing Contractors for NSP

Jeff Watkins	full time	supervisor/plumber
Ty Konrath	full time	plumber
Tim Middleton	full time	plumber
Dean Abbot	full time	plumber

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.

ADDENDUM ACKNOWLEDGMENT - Submitter acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum Number	Date Issued
# I	October 19,2011
#II	November 7,2011

AGREEMENT - Proposer agrees to comply with all requirements stated in the specifications for this E-RFP.

CERTIFICATION:

This RFP is submitted by: Name (print) Robert W Ludlum, Jr _____ who is an officer of the above firm duly authorized to sign proposals and enter into contracts. I certify that this E-RFP is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this E-RFP.

Proposer has read and accepts the terms and conditions of the City's standard contract:

Robert W Ludlum, Jr

Signature

President

Title

If a corporation renders this E-RFP, the corporate seal attested by the Secretary shall be affixed below. Any agent signing this E-RFP shall attach to this form evidence of legal authority.

Witnesses:

If Partnership:

Print Name of Firm

By: _____
(General Partner)

If Corporation:

Aqua Dimensions Plumbing Services, Inc.

Print Name of Corporation

If Individual:

Signature

Print Name

By: Robert W Ludlum, Jr

(President)

Attest: Lisa R Ludlum

(Secretary)

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**CITY OF PORT ST. LUCIE
E-RFP # 20110065**

PROJECT TITLE: PLUMBING Contractors for the Neighborhood Stabilization Program

CONTRACTOR VERIFICATION FORM

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of Firm: Aqua Dimensions Plumbing Services, Inc.

Corporate Title: _____

Address: 1651 SW Macedo Blvd.

Port St. Lucie, FL

34986

(Zip Code)

By: Robert W Ludlum Jr President
(Print name) (Print title)

Robert W Ludlum Jr

(Authorized Signature)

Telephone: (772) 344-8433

Fax: (772) 343-7418

State License # CFC 057526 (ATTACH COPY)

County License # N/A (ATTACH COPY)

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

Type of License: Plumbing Contractor

Unlimited _____ (yes/no)

If "NO", Limited to what trade? Plumbing

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

E-RFP #20110065

State of Florida }

County of St. Lucie }

Robert W Ludlum, Jr, being first duly sworn, disposes and says that:
(Name/s)

1. They are President of Aqua Dimensions Plumbing Services 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) SEE SCANNED SIGNED & NOTARIZED COPY

(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 #20110065
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: Aqua Dimensions Plumbing Services, Inc

Authorized By: Robert W Ludlum, Jr Robert W. Ludlum, Jr.
(Sign) (Print Name)

Title: President Date: 11-8-11

(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
Aqua Dimensions Plumbing Services, Inc. does:
(Name of Business)

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

Robert W. Ludlum, Jr

Proposer's Signature

11-8-11

Date

CITY OF PORT ST LUCIE

121 SW Port St. Lucie Boulevard

Port St. Lucie, Florida, 3498 SEE SEPARATE FILE FOR COMPLETED FORMS

772-871-5223

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

Bid Number: 20110065
Title: PLUMBING Contractors for the Neighborhood Stabilization Program
Bidder/Respondent:
Reference Company: 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 PLUMBING 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 PLUMBING rehab/repair 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.

Table with 2 columns: For OMB Use Only, Reference Checked, Clerk Checked

(THIS IS A SAMPLE ONLY - DO NOT EXECUTE)

**CITY OF PORT SAINT LUCIE
CONTRACT #20110065**

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 PLUMBING Contractor licensed in the State of Florida experienced in residential PLUMBING 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 – After award of master contract(s), 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) 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:

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.cityofpsl.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 ___ TBD ___ and continue for a period of twenty-four (24) months. The Contract will terminate on ___ TBD ___. 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, after award of master contract(s). Contractor's quote is to include any and all costs, including any 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 a one-time fee of ten dollars (\$10.00), which will be paid to Contractor at time of contract execution by the City and prior to commencement of any 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 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 #20110065 for PLUMBING 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 Project Manager 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 Project Manager 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 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 Project Manager, 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.

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 (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)

CHECKLIST
E-RFP #20110065

Proposals for PLUMBING Contractors for the Neighborhood Stabilization Program

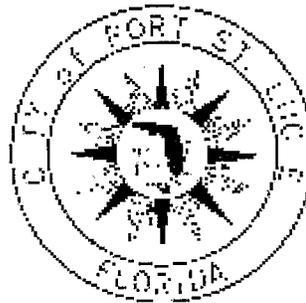
Name of Proposer: Aqua Dimensions Plumbing Services, Inc

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 14 - 22).
- Five (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 with E-RFP Reply Sheets.

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

CITY OF PORT ST. LUCIE



RFP #20110065

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

Electronic RFP (E-RFP) #20110065 for PLUMBING 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 November 8, 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 plumbing fixtures and/or systems that are required for the renovation of each property. The plumbing Contractors selected will be placed on the Master Contract List and will be required to submit an electronic bid for each identified residence as they become ready for renovation.

For the purpose of this Request for Proposals, the term "Plumbing Contractors" refers to being licensed in the State of Florida as a Plumbing Contractor, that can supply and install residential plumbing fixtures and repair existing plumbing 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 Plumbing Contractors licensed in the State of Florida experienced in residential installation and repair of plumbing fixtures and systems for the purpose of repairing and rehabilitating foreclosed properties purchased by the City under the Neighborhood Stabilization Program. The Plumbing 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 plumbing services. The Plumbing Contractors shall provide, with the submittal package, verification that they have been engaged in residential plumbing services for a minimum of two (2) years and that they are licensed in the State of Florida as a Plumbing Contractor.

Firms under contract will be asked to submit an electronic bid for each NSP identified residence when repairs are needed. 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 14 – 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 plumbing projects. Please use the form provided on page 23 for the submittal of these references.

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 PLUMBING 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 November 8, 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 12 th and 19 th , 2011	Advertisement
November 8, 2011 @ 3:00:00 pm	Proposals due
November 15, 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 PLUMBING 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.....	5 points
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 PLUMBING system installs and miscellaneous PLUMBING 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 PLUMBING 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.cityofpsl.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 PLUMBING 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 to the City MSDS's and description literature for each chemical/compound/mixture used in the performance of the Contract 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** that is 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 14 - 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 PLUMBING work under this contract will be determined on a per project basis. An E-Bid will be issued for each PLUMBING project with a list of specifications for each project 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 is 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 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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BUILDING DEPARTMENT
COMPUTER SERVICE MEMBER
EXPIRE: 09/30/12

102291

LUDLUM JR, ROBERT W
AQUA DIMENSIONS PLUMBING SERVICES INC
1651 SW MACEDO BLVD
PORT ST LUCIE, FL 34984

SIGNATURE _____

PLUMBING CONTRACTOR

FL#: CFC 057526

PSL12*3702

AC# 5129074

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L10082601367

DATE	BATCH NUMBER	LICENSE NBR
08/26/2010	108050491	CFC057526

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



LUDLUM ROBERT W
AGUA DIMENSION'S PLUMBING SERVICES INC
1651 SW MACHADO BLVD
PORT ST LUCIE FL 34984

CHARLIE CRIST
GOVERNOR

CHARLIE CRIEM
SECRETARY

DISPLAY AS REQUIRED BY LAW



CERTIFICATE OF LIABILITY INSURANCE

OP ID: SB

DATE (MM/DD/YYYY)

11/09/11

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 Stuart Insurance, Inc. 3070 S W Mapp Palm City, FL 34990 Joseph E. Coons, CPCU. CIC.	772-286-4334	CONTACT NAME:	
	772-286-9389	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		PRODUCER CUSTOMER ID #:	AQUAD-1
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	Aqua Dimensions Plumbing Services Inc		
	Robert Ludlum, Jr.		
	1651 SW Macedo Blvd.		
	Port St. Lucie, FL 34984		
	INSURER A : North Pointe Ins Co		
	INSURER B :		
INSURER C :			
INSURER D :			
INSURER E :			
INSURER F :			

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			2094116022	03/31/11	03/31/12	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> CONTRACTUAL LIAB						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			2094116022	03/31/11	03/31/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> HIRED AUTOS				\$			
<input checked="" type="checkbox"/> NON-OWNED AUTOS				\$			
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

CITYP-1 City of Pt. St. Lucie 871-5229 Office of Mgmt and Budget 121 SW Pt St Lucie Blve Pt St Lucie, FL 34952	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 <i>Joseph E. Coons</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
11/09/11

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 Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive, Suite #1100 Miami, FL 33131-4937	CONTACT NAME: Aon Risk Services, Inc of Florida	
	PHONE (A/C No. Ext): 800-743-8130	FAX (A/C, No): 800-522-7514
	E-MAIL ADDRESS: ADP.COI.Center@Aon.com	
	PRODUCER CUSTOMER ID #: 10762287	
	INSURER(S) AFFORDING COVERAGE	

INSURED ADP TotalSource MI VII, LLC 10200 Sunset Drive Miami, FL 33173 ALTERNATE EMPLOYER Aqua Dimensions Plumbing Services Inc. 1651 SW Macedo Blvd Port St Lucie, FL 34984	INSURER A: Illinois National Insurance Co	23817
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 374997** **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. LIMITS SHOWN ARE AS REQUESTED.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	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						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
								\$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	<input type="checkbox"/>	WC 012437068 FL	07/01/11	07/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
All worksite employees working for the above named client company, paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. The above named client is an alternate employer under this policy.

CERTIFICATE HOLDER CITY OF PORT ST. LUCIE 121 SW PORT ST. LUCIE BLVD ATTN: OFFICE MANAGEMENT AND BUDGET Port St. Lucie, FL 34984	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 <i>Aon Risk Services, Inc of Florida</i>
---	---

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED FOR INFORMATION PURPOSES ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE OF LIABILITY INSURANCE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED

DATE: (MM/DD/YYYY) 11/09/2011

INSURERS:

PRODUCER or BROKER: **Marsh USA Inc.**
600 Corporate Park Drive
St. Louis, MO 63105
Phone: (877) 320-9393

A: Protective Insurance Company

B:

C:

D:

E:

INSURED:

Aqua Dimensions Plumbing Services, Inc.

1651 SW Macedo Blvd.
 Port St. Lucie, FL 34984

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

COVERAGES:

INSURER LETTER	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCURENCE -----				
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> ** See Below	LE001009 206447	11/1/2010	11/1/2011	Combined Single Limit: \$1,000,000 Bodily Injury per Person Bodily Injury per Acc. Property Damage:
	GARAGE LIABILITY ANY AUTO				
	EXCESS LIABILITY UMBRELLA OTHER Than UMBRELLA Form WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				

DESCRIPTION:

Policy provides protection for any & all operations/jobs performed by the named insured. Certificate Holder is additional insured where required by written contract. **Any vehicle leased from Enterprise Fleet Services where the contract includes auto insurance coverage. Waiver of Subrogation included where required by written contract. Insurance is primary and non-contributory.

GPBR: 41

HOLDER:

City of Port St. Lucie
Office of Management and Budget
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984

CANCELLATION:

SHOULD ANY OF THE ABOVE POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

VENDOR ID: 39040

Mary Radziewski
 AUTHORIZED REPRESENTATIVE:

TERM: October 1, 2011 to September 30, 2012

Business Address: 1651 SW SO MACEDO BLVD
Classification: CONT CONTRACTOR
Issued to: AQUA DIMENSIONS PLUMBING SVC
1651 SW SO MACEDO BLVD
PORT ST LUCIE FL 34984

Business Tax 107432 / 12-1012476
Fee: 127.63
Discount: 0.00



3285 / 024 Jpadova
Fees: 127.63 Late Fees: 0.00 Total this payment: 127.63

TERM: October 1, 2011 to September 30, 2012

Business Address: 1651 SW SO MACEDO BLVD
Classification: CONT CONTRACTOR
Issued to: AQUA DIMENSIONS PLUMBING SVC
1651 SW SO MACEDO BLVD
PORT ST LUCIE FL 34984

Business Tax 107432 / 12-1012476
Fee: 127.63
Discount: 0.00

328 / 024 Jpadova
Fees: 127.63 Late Fees: 0.00 Total this payment: 127.63

TERM: October 1, 2011 to September 30, 2012

Fees: 127.63 Late Fees: 0.00 Total this payment: 127.63

Business Address: 1651 SW SO MACEDO BLVD
Classification: CONT CONTRACTOR
Issued to: AQUA DIMENSIONS PLUMBING SVC
1651 SW SO MACEDO BLVD

Business Tax 107432 / 12-1012476
Fee: 127.63
Discount: 0.00
328 / 024 Jpadova

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER
E-RFP #20110065

State of Florida]

County of St. Lucie]

Robert W Ludlum, Jr being first duly sworn, deposes and says that:
(Name/s)

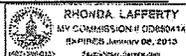
1. They are President of Agua Dimensions Plumbing Services the Bidder that has submitted the attached bid/PROPOSAL;
(Title) (Name of Company)
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid/PROPOSAL;
3. Such Bid/Proposal 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 Fort 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) [Signature]
(Title) President

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

The foregoing instrument was acknowledged before me this 16th Day of November, 2011
(Date)
by Robert W Ludlum, Jr who is personally known to me or who has produced
as identification and who did (did not) take an oath.

Rhonda Rafferty
Notary (print & sign name)
Commission No. DS 88 0414



Proposals for Plumbing Contractors for NSP

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER
E-RFP #20110065

State of Florida }

County of St. Lucie }

Robert W Ludlum, Jr, being first duly sworn
(Name/s)

1. They are President of Aqua Dimensions Plumbing
(Title) (Name of Company)
has submitted the attached bid/PROPOSAL;
2. He is fully informed respecting the preparation and contents
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,
employees or parties in interest, including this affiant, has
connived or agreed, directly or indirectly with any other Proposer
collusive or sham Bid in connection with the contract for work
submitted or to refrain from bidding in connection with such
directly or indirectly, sought by agreement or collusion or connivance
other Proposer, firm or person to fix the price or prices in the contract
Proposer, or to secure through any collusion, conspiracy, connivance
advantage against the City of Port St. Lucie or any person interested
and
5. The price or prices quoted in the attached Proposal are fair and
free from collusion, conspiracy, connivance or unlawful agreement on the
part of the Proposer, firm or person, or any agents, representatives, owners,
employees, or parties in interest.

(Signed) _____

(Title) PRESIDENT

CERTIFICATION FOR CONSTRUCTION RELATED INDUSTRY

EMPLOYEES
AND BUSINESS
CONCERNS

CERTIFICATION OF RESIDENCE AND DEMONSTRATION OF CAPABILITY

Name Jeff Watkins

Address
1656 Norman St. Port St. Lucie, FL 34986

Phone No.
772-344-4133 office 772-201-7080 cell

Fax No.
772-343-7418

Email Address
jwatkinsadps@att.net

Type of Work (describe your skills and indicate current or prior experience)

Plumber- Journeyman license and medical gas certified. Been in plumbing trade for over 25 years.

Name of Construction Related Business (if applicable)

Aqua Dimensions Plumbing Services, Inc.

Address of Business
1651 SW Macedo Blvd Port St. Lucie, FL 34984

Type of Work
Plumbing Contractor

I certify that I live in the NSP-3 neighborhood (vicinity) described in the Vicinity Hiring Information Sheet and would like to be notified of job opportunities in my area of expertise.

Jeff Watkins
Signature

Date 11/10/11

CERTIFICATION FOR CONSTRUCTION RELATED

EMPLOYEES
AND BUSINESS
CONCERNS

CERTIFICATION OF RESIDENCE AND DEMONSTRATION

Name Jeff Watkins

Address

1656 Norman St. Port St. Lucie, FL 34986

Phone No.

772-344-8433 office 772-201-7080 cell

Fax No.

772-343-7418

Email Address

jwatkinsadps@att.net

Type of Work (describe your skills and indicate current or prior experience)

Plumber- Journeyman license and medical gas certified. Been in plumbing trade

Name of Construction Related Business (if applicable)

Aqua Dimensions Plumbing Services, Inc.

Address of Business

1651 SW Macedo Blvd Port St. Lucie, FL 34984

Type of Work

Plumbing Contractor

User: Moquin, CPPB, Barb

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

Logout | Help



My DemandStar

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-20110065-0-2011/BM

Bid Name Plumbing Contractors for the City's Neighborhood Stabilization Program

Bid Due Date 11/15/2011 2:00:00 PM Eastern time

Bid Opening Closed

Status Complete

Response Submitted On 11/14/2011 11:36:31 PM

History View

Contact Information



Company Name Aqua Dimensions Plumbing

Address 1 1651 SE Macedo Blvd.

Address 2

City Port St. Lucie

State Florida

Postal Code 34984

Phone 7723448433

Fax 7723437418

Country United States of America

Bid Amount \$0.00

Alternate Bid Amount

Notes

Agency Required Documents



1. Bid Reply (Electronic/Online) ✓
2. Checklist (Electronic/Online) ✓
3. Subcontractor List (Electronic/Online) ✓
4. Questionnaire (Electronic/Online) ✓
5. Five Reference Check Forms (Electronic/Online) ✓
6. Drug Free Workplace Form (Electronic/Online) ✓
7. Current Certificate of Insurance (Electronic/Online) ✓
8. Non-collusion Affidavit Form (Electronic/Online) ✓
9. Utilization of Minority & Woman Owned Business Enterprises Form (Electronic/Online) ✓

10. License/Certification to do Described Work (Electronic/Online) ✓

11. Certification Regarding Lobbying (Electronic/Online) ✓

Uploaded Documents

EDIT

1. ERF-20110065-0-2011/BM
2. noncollusion
3. residence certification

<< Return

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Proposals for Plumbing 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: 20110065

Title: PLUMBING Contractors for the Neighborhood Stabilization Program

Bidder/Respondent: Aqua Dimension's Plumbing Services, Inc

Reference Company: Concord Builders Fax #: 772-621-7831

Email: _____ Telephone #: 772-201-8569

Person to contact: Chris McDonnell

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 PLUMBING work for you? If so, please describe the scope of work.
NUMEROUS REMODEL & REPAIR PROJECTS FROM RESIDENTIAL TO COMMERCIAL. NO JOBS HAS BEEN TOO SMALL FOR THEM.

What was the total project amount? \$3,050.

Was the project completed on time and within budget? YES

What was the project completion date? SEPTEMBER 2011

How many PLUMBING rehab/repair projects has this Contractor completed for you within the past 5 years? 20 - 30

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:

GREAT COMPANY TO DO BUSINESS WITH.

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

Proposals for Plumbing 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: 20110065

Title: PLUMBING Contractors for the Neighborhood Stabilization Program

Bidder/Respondent: Aqua Dimensions Plumbing Services, Inc

Reference Company: Team Parks Fax #: 772-781-0620

Email: _____ Telephone #: 772-781-1616

Person to contact: Ralph Parks

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 PLUMBING work for you? If so, please describe the scope of work.
YES, MULTIPLE PROJECTS FROM COMMERCIAL NEW CONSTRUCTION TO RESIDENTIAL NEW CONSTRUCTION AND RENOVATIONS, CURRENTLY WORKING ON PALM CITY ANIMAL CLINIC

What was the total project amount? 2+ MILLION

Was the project completed on time and within budget? IN PROGRESS - CURRENTLY ON TIME + WITHIN BUDGET

What was the project completion date? DEC 20th

How many PLUMBING rehab/repair projects has this Contractor completed for you within the past 5 years? 12

What problems were encountered (claims)? N/A

How many change orders were requested by this Contractor? 0

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

Professionalism 10
Qualifications 10
Budget Control 10

Final Product 10
Cooperation 10
Reliability 10

Would you contract with this Contractor again? Yes No Maybe

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

Proposals for Plumbing 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: <u>20110065</u>	
Title: <u>PLUMBING Contractors for the Neighborhood Stabilization Program</u>	
Bidder/Respondent: <u>Aqua Dimensions Plumbing Services, Inc</u>	
Reference Company: <u>Santos Construction</u>	Fax #: <u>772-785-7976</u>
Email: <u>kds@santosconstruction.com</u>	Telephone #: <u>772-336-3388</u>
Person to contact: <u>Don Santos</u>	

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 PLUMBING work for you? If so, please describe the scope of work.

ROUGH UNDERGROUND & FINISH PLUMBING FOR
NEW RESIDENTIAL & COMMERCIAL
BUILDINGS

What was the total project amount? \$ 12,000 ± PER UNIT

Was the project completed on time and within budget? YES

What was the project completion date? 11/9/2011

How many PLUMBING rehab/repair projects has this Contractor completed for you within the past 5 years? 10

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?

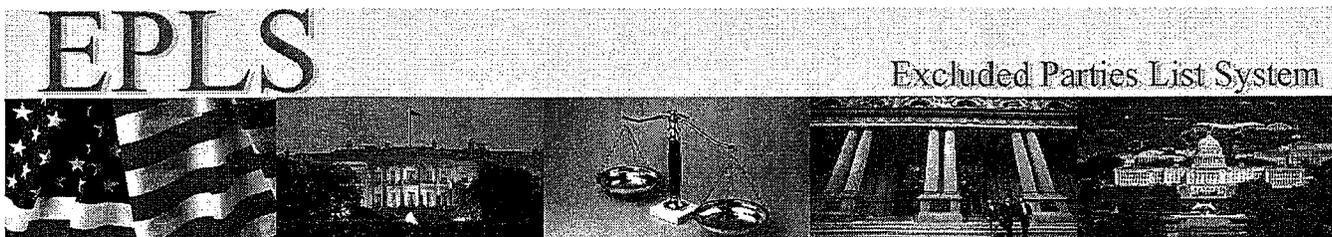
Professionalism	<u>10</u>	Final Product	<u>10</u>
Qualifications	<u>10</u>	Cooperation	<u>10</u>
Budget Control	<u>10</u>	Reliability	<u>10</u>

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

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	



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 : Aqua Dimensions
 Plumbing Services
 State : FLORIDA
 Country : UNITED STATES
 Agency : STATE
 As of 29-Nov-2011 8:56 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

Searched for the name '**Aqua Dimensions Plumbing Services, Inc.**' in **ALL DOCUMENT TYPES** type documents from '**1/1/2005**' to '**11/29/2011**'
0 Results Returned

Searched for the name '**Robert W. Ludlum**' in **ALL DOCUMENT TYPES** type documents
from '**1/1/2005**' to '**11/29/2011**'
0 Results Returned

**CITY OF PORT SAINT LUCIE
CONTRACT #20110065**

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 Troy Plumbing & Gas, Inc., a Florida Corporation, 3410 SW Canoe Creek Terrace, Palm City, Florida 34990, Telephone No. (772)291-7790, Fax No. (772)464-0094, 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
OMBTemp@cityofpsl.com

Contractor Mailing Address: PO Box 1004
Palm City, Florida 34991
troyplumbinggas@comcast.net

**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 Plumbing Contractor or Contractors, licensed in the State of Florida and experienced in residential plumbing 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 as needed. 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 13, 2011 (Commencement Date) and continue for a period of twenty-four (24) months through to December 12, 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 and all 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 #20110065 for Plumbing Contractor 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 **Troy Plumbing & Gas, 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)

User: Moquin, CPPB, Barb

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

Logout | Help



My DemandStar Buyers Account Info
 Log Bid [View Bids] Log Quote View Quotes Supplier Search Build Broadcast List Reports

Tabulation Sheet

Agency Name City of Port St. Lucie - Office of Management and Budget
 Bid Number ERF-20110065-0-2011/BM
 Bid Name Plumbing Contractors for the City's Neighborhood Stabilization Program
 Bid Due Date 11/15/2011 2:00:00 PM Eastern time
 Bid Opening Closed

2 total responses found.

online, offline, not submitting, not received

Company	Responded	Address	Bid Amt	Alt Bid Amt	Documents	Sent	Notes	Actions
Complete								
1. Aqua Dimensions Plumbing	11/14/2011 11:36:31 PM	1551 SE Macedo Blvd. Port St. Lucie, FL 34984	\$0.00		Bid Reply ✓ Checklist ✓ Subcontractor List ✓ Questionnaire ✓ Five Reference Check Forms ✓ Drug Free Workplace Form ✓ Current Certificate of Insurance ✓ Non-collusion Affidavit Form ✓ Utilization of Minority & Woman Owed Business Enterprises Form ✓ License/Certification to do Described Work ✓ Certification Regarding Lobbying ✓			Details, Documents, History
2. Troy Plumbing & Gas, Inc.	11/15/2011 1:38:30 PM	P.O. Box 1004 Palm City, FL 34991	\$0.00		Bid Reply ✓ Checklist ✓ Subcontractor List ✓ Questionnaire ✓ Five Reference Check Forms ✓ Drug Free Workplace Form ✓ Current Certificate of Insurance ✓ Non-collusion Affidavit Form ✓ Utilization of Minority & Woman Owed Business Enterprises Form ✓ License/Certification to do Described Work ✓ Certification Regarding Lobbying ✓		E-RFP #20110065	Details, Documents, History

<< Return

Manage Bid Tabulation

Planholder Responses

When adding a manual response, you can select a vendor off the Planholders List or add a new vendor.



(Select a Planholder) Add a Planholder Edit Planholders...

Publish Tabulation Sheet

Once you have reviewed the tabulation sheet details, you may create a downloadable PDF version.



Include Non-Compliant Supplier details

Publish as PDF Bid Documents...

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Barbara Moquin

From: Donna Noto
Sent: Tuesday, November 29, 2011 8:32 AM
To: Barbara Moquin
Subject: RE: Contractor Verification

Good morning. Yes, both are ok. Have a great day!

From: Barbara Moquin
Sent: Tuesday, November 29, 2011 8:31 AM
To: Donna Noto
Subject: Contractor Verification

Are these companies alright to do business with? Thanks for the assistance.

Aqua Dimensions Plumbing Services, Inc., Robert Ludlum, Pres.
1651 SW Macedo Blvd., PSL, 34984
State License #: CFC 057526

Troy Plumbing & Gas, Inc. , Lisa Weber, Pres.
PO Box 1004, Palm City, 34991
State License #: CFC 1426623/14887
Anthony Lester

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

5. PROPOSER'S QUESTIONNAIRE

E-RFP #20110065
PLUMBING 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 18 day of October, 2011.

Troy Plumbing & Gas, Inc.
Name of Organization / Proposer

Submitted by: Lisa Weber, 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 March, 2011
In what State Florida
Name of Officers:
President Lisa Weber
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:
Troy Plumbing & Gas, Inc. - PO Box 1004, Palm City 34991;
772-291-7790; 772-464-0094 (Fax);
troyplumbinggas@comcast.net; Anthony Lester

5. Firm's previous names (if any) Lester Contractors, Inc. What year(s) 2002-2011
6. Area of expertise: Plumbing & Propane/Natural Gas
7. How many years has your organization been in business? 9
8. Describe organization profile, including the size, range of activities, licenses, etc.
Growing Plumbing And gas Company with as many as 16 employees operating all over the State of Florida. Master Plumbing license; LP license
 (This is a Word document – add lines if needed)

9. Number of full time personnel:

	Current	Maximum	Minimum
a. Partners			
b. Managers	1	2	1
c. Supervisors Senior Staff			
d. Other Professional Staff			
g. Total number of full time personnel	4	16	2

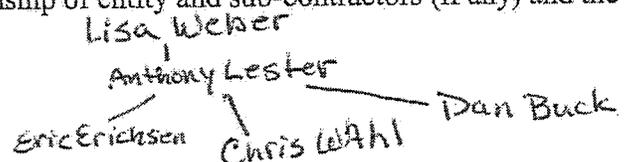
10. What is the residential PLUMBING experience of the principals and supervisory personnel of your organization?

Name	Title	Years of Construction Experience	% of Time to be Spent on City Projects	In What Capacity and With Whom
Anthony Lester	Quilifer	15	40	
Eric Erichsen	Plumber	15+		
Christopher Wahl	Plumber	10+		
Dan Buck	Labor			

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
Anthony Lester	Plumbing - Martin Co. Projects
Eric Erichsen	Plumbing - Martin Co. Projects

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:

respond to the call and/or ^{to} site within 24 hours.

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

Name	Current and Projected Workloads
Eric Erichsen	USDA - Martin County Projects
Chris Wahl	USDA; - Martin County Projects

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

Financial stability and the ability to schedule projects accordingly to the demand.

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

Use lower end equipment and/or materials as a substitute for higher cost equipment and/or materials. Our goal is to complete project in a timely manner to help on bidding cost.

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 PLUMBING 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

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

Proposals for Plumbing Contractors for NSP

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:

N/A

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

N/A

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

N/A

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)

If "Yes" was checked, include a copy of certificate with proposal.

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)

N/A

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)

If "Yes" was checked, include a copy of certificate with proposal.

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

Yes () No (X)

If "Yes" is checked, include a copy of certificate with proposal.

(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 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.

Anthony Lester - plumber/gas
Eric Erichsen - plumber
Chris Wafil - plumber

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.

ADDENDUM ACKNOWLEDGMENT - Submitter acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum Number	Date Issued
I (1)	Oct. 12, 2011
II (2)	Nov. 7, 2011

AGREEMENT - Proposer agrees to comply with all requirements stated in the specifications for this E-RFP.

CERTIFICATION:

This RFP is submitted by: Name (print) Lisa Weber who is an officer of the above firm duly authorized to sign proposals and enter into contracts. I certify that this E-RFP is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this E-RFP.

Proposer has read and accepts the terms and conditions of the City's standard contract:

Lisa Weber President
 Signature Title

If a corporation renders this E-RFP, the corporate seal attested by the Secretary shall be affixed below. Any agent signing this E-RFP shall attach to this form evidence of legal authority.

Witnesses:

If Partnership:

 Print Name of Firm

By: _____
 (General Partner)

If Corporation:

Troy Plumbing & Gas, Inc.
Print Name of Corporation

If Individual:

Signature

Print Name

By: Lisa Weber
(President)
Attest: _____
(Secretary)

BALANCE OF PAGE INTENTIONALLY LEFT BLANK



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/14/2011

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 ARMELLINO AGENCY INC 1284 NW FEDERAL HIGHWAY STUART, FLORIDA 34994	772-692-0110 772-692-1761	CONTACT NAME: ARMELLINO AGENCY INC PHONE (A/C No., Ext): 772-692-0110 E-MAIL: armelj@gmail.com ADDRESS:	FAX (A/C No.): 772-692-1761
INSURED TROY PLUMBING & GAS PO BOX 1004 PALM CITY, FLORIDA 34991	INSURER(S) AFFORDING COVERAGE		
INSURER A: _____ NAIC # _____			
INSURER B: _____			
INSURER C: _____			
INSURER D: _____			
INSURER E: _____			
INSURER F: _____			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INBR 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		CCP694301	02/25/2011	02/25/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	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	Y/N N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

COMPLETE PLUMBING AND LP/NATURAL GAS CONTRACTOR

CERTIFICATE HOLDER

CITY OF PORT ST LUCIE
121 SW PORT ST LUCIE BLVD
PORT ST LUCIE, FL 34984

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



CERTIFICATE OF LIABILITY INSURANCE

CHD
R022DATE (MM/DD/YYYY)
04-21-2011

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 PAYCHEX INSURANCE AGENCY INC/PHS 210724 P:()- F:()-	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ PRODUCER CUSTOMER ID #: _____	
	INSURER(S) AFFORDING COVERAGE _____ NAIC # _____	
INSURED TROY PLUMBING & GAS INC. PO BOX 1004 PALM CITY FL 34991	INSURER A : Twin City Fire Ins Co	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	76 WEG DE2765	04/11/2011	04/11/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

City of Port St Lucie
 121 SW PORT ST LUCIE BLVD
 PORT SAINT LUCIE, FL 34984

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

Joe Taylor

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CITY OF PORT ST. LUCIE
E-RFP # 20110065

PROJECT TITLE: PLUMBING Contractors for the Neighborhood Stabilization Program

CONTRACTOR VERIFICATION FORM

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of Firm: Troy Plumbing & Gas, Inc.

Corporate Title: _____

Address: 3410 SW Canoe Creek Terr.

Palm City, FL 34990
(Zip Code)

By: Lisa Weber President
(Print name) (Print title)

Lisa Weber
(Authorized Signature)

Telephone: 772) 291-7790

Fax: 772) 464-0094

State License # CFC 1426623/14887 (ATTACH COPY)

County License # N/A (ATTACH COPY)

City License: (ATTACH PROOF OF REGISTRATION WITH THE CITY) PSL 12-7846; PSL 12-575

Type of License: Plumbing Contractor

Unlimited _____ (yes/no)

If "NO", Limited to what trade? _____

DATE	BATCH NUMBER	LICENSE NBR
03/21/2011	100388918	CFC1426623

The PLUMBING CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2012

LESTER, ANTHONY T
TROY PLUMBING & GAS, INC.
3410 SW CANOE CREEK TER
PALM CITY FL 34990

RICK SCOTT
GOVERNOR

CHARLIE LIEM
SECRETARY

DISPLAY AS REQUIRED BY LAW



POST LICENSE
CONSPICUOUSLY

State of Florida
Department of Agriculture and Consumer Services

Division of Standards
Bureau of Liquefied Petroleum Gas Inspection
(850) 921-1600
Tallahassee, Florida

License Number: 14887
Expiration Date: August 31, 2012
Date of Issue: September 1, 2011
License Fee: \$200.00
Type and Class: 0803

Liquefied Petroleum Gas License

LP GAS INSTALLER

GOOD FOR ONE LOCATION ONLY
ANY CHANGE OF OWNERSHIP OR SALE OF THIS BUSINESS RENDERS THIS LICENSE INVALID

This license is issued under authority of Section 527.02, Florida Statutes, to:

TROY PLUMBING & GAS, INC.
3410 SW CANOE CREEK TER
PALM CITY, FL 34990-1850

ADAM H. PUTNAM
COMMISSIONER OF AGRICULTURE



State of Florida
Department of Agriculture and Consumer Services

Division of Standards
Bureau of Liquefied Petroleum Gas Inspection
(850) 921-8001
Tallahassee, Florida

Certificate No: 12272
Exam Date: May 18, 2001
Issue Date: June 9, 2009
Expiration Date: June 8, 2012
Exam: 0601

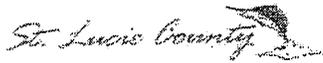
MASTER QUALIFIER CERTIFICATE

This Certificate is issued under authority of Section 527.02, Florida Statutes, to:

ANTHONY LESTER

Valid For
License Number: 14887
LESTER CONTRACTORS, INC.
2739 S US HIGHWAY 1
FORT PIERCE, FL 34982-5903

CHARLES H. BRONSON
COMMISSIONER OF AGRICULTURE



Planning & Development Services
Building & Code Regulation Division
2300 Virginia Avenue
Fort Pierce, FL 34982
Phone: (772) 462-2172 Fax: (772) 462-6443

Contractor License Payment Receipt

Transaction Number: LC00020763 Transaction Date: 08/24/2011

Certificate #: 26910
Qualifier: LESTER, ANTHONY T
DBA: TROY PLUMBING & GAS INC
Address: 3410 SW CANOE CREEK TERR
City / State / Zip: PALM CITY, FL 34990

Fees

<u>Fee Code</u>	<u>Description</u>	<u>Amount</u>	<u>Fee Date</u>
2000	Plumbing - Certified	\$25.00	08/24/2011

Payment Information

Amount: \$25.00
Payment Method: Check
Check Number: 1142
Credit Card Number:
Authorization Number:
Paid By: TROY PLUMBING & GAS INC
Received By: Debbie Isenhour
Memo:

Plumbing PSL 12-7846
Gas - PSL 12-5724



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

AC# 11032102541

CFC1426623 03/21/11 100388918

CERTIFIED PLUMBING CONTRACTOR
LESTER, ANTHONY T
TROY PLUMBING & GAS, INC.

IS CERTIFIED under the provisions of Ch. 489 FS
Expiration date: AUG 31, 2012 L11032102541



State of Florida
Bureau of LP Gas Inspection

CERTIFICATE OF EXAMINATION

Anthony Lester
06-01 Category I LP Gas Dealer

This qualifier identification card is evidence that this person has passed a competency examination administered by the State of Florida, and may act as QUALIFIER for an LP gas company licensed in the category above pursuant to Chapter 527, Florida Statutes. This card is NOT A LICENSE TO DO BUSINESS IN THE STATE OF FLORIDA.

CHARLES H. BRONSON
COMMISSIONER OF AGRICULTURE

CERT NO: 12272
Expires: June 08, 2012

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

E-RFP #20110065

State of Florida }

County of St. Lucie }

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

1. They are President of Troy Plumbing & Gas, Inc. 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) Lisa Weber
(Title) President

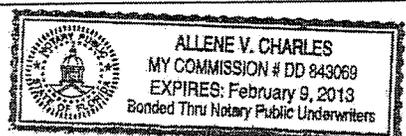
STATE OF FLORIDA }
COUNTY OF ST. LUCIE }SS:

The foregoing instrument was acknowledged before me this 11.15.11
(Date)

by: Lisa Weber who is personally known to me or who has produced
FL DL # W160520675240 as identification and who did (did not) take an oath.

Ex 1-24-2011
Allene V Charles
Notary (print & sign name)

Commission No. _____



E-RFP #20110065 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: Troy Plumbing & Gas, Inc

Authorized By: Lisa Weber (Sign) Lisa Weber (Print Name)

Title: President Date: 10/18/11

(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

Troy Plumbing & Gas, Inc does:
(Name of Business)

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

Lisa Weber

Proposer's Signature

10/18/11

Date

Proposals for Plumbing 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: 20110065

Title: PLUMBING Contractors for the Neighborhood Stabilization Program

Bidder Respondent: Troy Plumbing & Gas, Inc.

Reference Company: EMICON SERVICES Fax #: 772 632 7397

Email: frk@emiconservices.com Telephone #: 770-632-7388 x.305

Person to contact: Mike Rich

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 772-464-0094.

Has the above Contractor performed PLUMBING work for you? If so, please describe the scope of work.
Below Grade Waste & Vent, Gas, Domestic Water and Compressed Air Piping
Above Grade Waste & Vent, Gas, Domestic Water and Compressed Air Piping
Installation of Plumbing Fixtures

What was the total project amount? for the Plumbing Contract \$51,894.00

Was the project completed on time and within budget? Their work is ahead of schedule

What was the project completion date? The project completion date is 12/31/11

How many PLUMBING rehab/repair projects has this Contractor completed for you within the past 5 years? 1

What problems were encountered (claims)? No problems encountered

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: The plumbing work they performed for us has been of high quality; an excellent installation procedure. The pipe is all installed properly, properly anchored and supported. We plan to use this contractor again.

Sincerely
Mike Rich

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: 29110065

Title: PLUMBING Contractors for the Neighborhood Stabilization Program

Bidder Respondent: Troy Plumbing & Gas, Inc

Reference Company: NoDa Group LLC Fax: 772-335-7451
Email: debbie@nodagroup.com Telephone: 772-398-1788

Person to contact: Debbie Noas

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 772-464-0094.

Has the above Contractor performed PLUMBING work for you? If so, please describe the scope of work.
Yes. Gas and plumbing on 3 residences (new construction) and Clubhouse construction - from start to finish.

What was the total project amount? Clubhouse \$17,000.00

Was the project completed on time and within budget? Yes - Residences; Clubhouse - on schedule

What was the project completion date? Residences - 7/11 - 9/11; Clubhouse - in progress

How many PLUMBING rehab/repair projects has this Contractor completed for you within the past 5 years? 4

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>9</u>	Final Product	<u>9</u>
Qualifications	<u>9</u>	Cooperation	<u>10</u>
Budget Control	<u>10</u>	Reliability	<u>9</u>

Would you contract with this Contractor again? Yes No Maybe

Comments: Always reliable & on budget. Very knowledgeable & anticipates potential problems + addresses before, Thank you. not after.

Debbie Noas
Debbie Noas
Property Manager

Proposals for Plumbing 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: 20110065

Title: PLUMBING Contractors for the Neighborhood Stabilization Program

Bidder/Respondent: Troy Plumbing & Gas Inc. Vendor # 00000115264

Reference Company: Florida City Gas Fax #: 772-871-2044

Email: tknutson@AQRresources.com Telephone #: 772-871-2551 x64403

Person to contact: Tim Knutson

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 772-464-0094.

Has the above Contractor performed PLUMBING work for you? If so, please describe the scope of work.
Contractor has completed natural gas piping installation, Appliance hook-ups AND Appliance conversion from LP to NATURAL GAS @ 20+ locations

What was the total project amount? \$ 20,000 plus

Was the project completed on time and within budget? YES

What was the project completion date? VARIOUS

How many PLUMBING rehab/repair projects has this Contractor completed for you within the past 5 years? 50 plus

What problems were encountered (claims)? ONLY MINOR - Handled immediately

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>9</u>
Qualifications	<u>9</u>	Cooperation	<u>10</u>
Budget Control	<u>9</u>	Reliability	<u>9</u>

Would you contract with this Contractor again? Yes No Maybe

Comments: Troy Plumbing AND gas is a member of our Natural GAS Advantage Dealer Network based Thank you on their performance.

For DMJ Use Only	
Reference Checked	
Clerk Checked	

Tim Knutson
Account Executive
Florida City Gas
PORT ST. LUCIE

CHECKLIST
E-RFP #20110065

Proposals for PLUMBING Contractors for the Neighborhood Stabilization Program

Name of Proposer: Troy Plumbing & Gas, Inc.

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.

Removed Required W-9 as per Section 1.16.1 uploaded to DemandStar.com. – Bid Addendum #1

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.

Did not see where to sign - Sample only

Contractor's Questionnaire uploaded to DemandStar.com (pages 14 - 22).

Five ³~~5~~ completed Reference Check Forms uploaded to DemandStar.com (page 23)

N/A List of all sub-contractors (list on the Questionnaire).

7 months operating under Troy Plumbing & Gas, I

Copy of the Checklist uploaded to DemandStar.com with E-RFP Reply Sheets.

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

User: Moquin, CPPB, Barb

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

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E-Bid Response Details

Summary

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

Bid Number ERF-20110065-0-2011/BM

Bid Name Plumbing Contractors for the City's Neighborhood Stabilization Program

Bid Due Date 11/15/2011 2:00:00 PM Eastern time

Bid Opening Closed

Status Complete

Response Submitted On 11/15/2011 1:38:30 PM

History View

Contact Information



Company Name Troy Plumbing & Gas, Inc.

Address 1 P.O. Box 1004

Address 2

City Palm City

State Florida

Postal Code 34991

Phone 7722917790

Fax 7724640094

Country United States of America

Bid Amount \$0.00

Alternate Bid Amount

Notes E-RFP #20110065

Agency Required Documents



1. Bid Reply (Electronic/Online) ✓
2. Checklist (Electronic/Online) ✓
3. Subcontractor List (Electronic/Online) ✓
4. Questionnaire (Electronic/Online) ✓
5. Five Reference Check Forms (Electronic/Online) ✓
6. Drug Free Workplace Form (Electronic/Online) ✓
7. Current Certificate of Insurance (Electronic/Online) ✓
8. Non-collusion Affidavit Form (Electronic/Online) ✓
9. Utilization of Minority & Woman Owned Business Enterprises Form (Not Submitting) •

- 10. License/Certification to do Described Work (Electronic/Online) ✓
- 11. Certification Regarding Lobbying (Electronic/Online) ✓

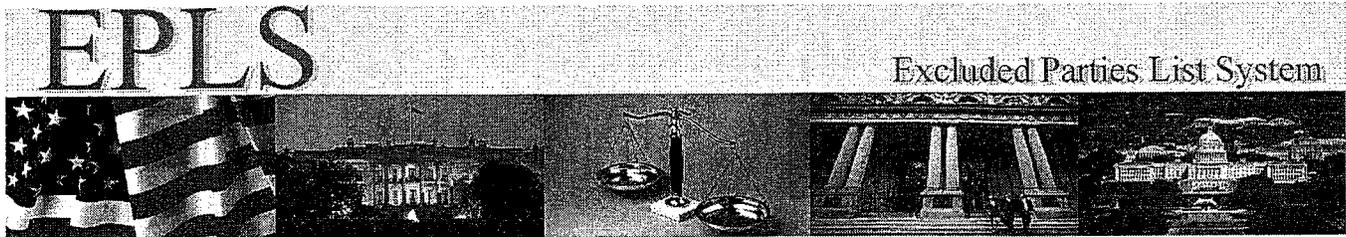
Uploaded Documents

EDIT

- 1. E-RFP-20110065-0-2011/BM

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- > Procurement Codes
- > Nonprocurement Codes

Agency & Acronym Information

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

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EPLS Search Results

Search Results for Parties Excluded by

Firm, Entity, or Vessel : Troy Plumbing & Gas, Inc.
 State : FLORIDA
 Country : UNITED STATES
 Agency : STATE

As of 29-Nov-2011 8:58 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

Searched for the name '**Troy Plumbing & Gas, Inc.**' in **ALL DOCUMENT TYPES** type documents from '**1/1/2005**' to '**11/29/2011**'
0 Results Returned

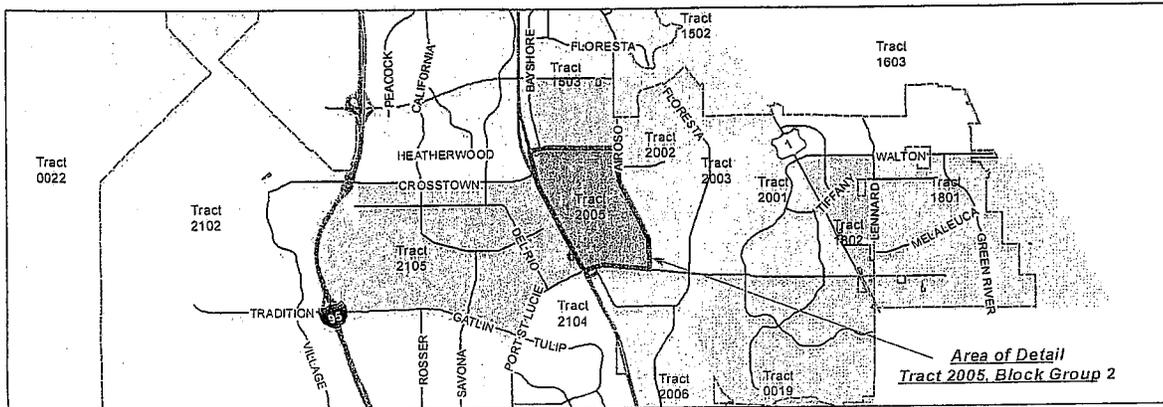
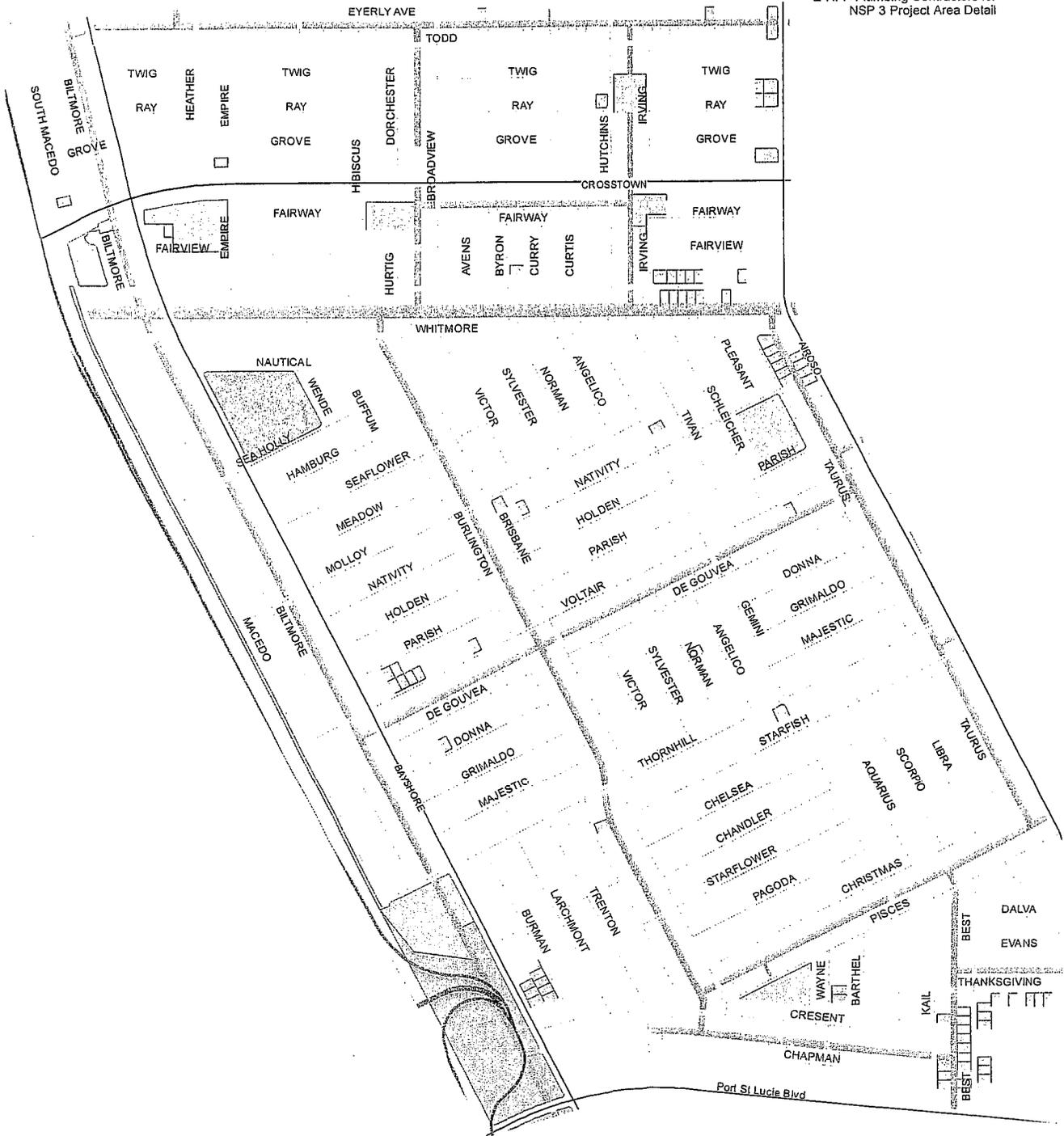
Showing 1 - 2 of 2 (0.000 seconds)

Search Results

Searched for the name 'Lisa Weber' in ALL DOCUMENT TYPES type documents from '1/1/2005' to '11/29/2011'

[row]	Status	Consideration	PartyType	FullName ▲	CrossPartyName	RecordDate	Doc Type	Book Type	Book	Page	Comments	Instrument
1		\$0.00	To	LISA WEBER BROWN SUPPLEMENTAL NEEDS TRUST	WEBER,JUDITH V TR	1/6/2010	CTF	OR	3160	750	UNIT A BLDG 38 LONGWOOD VILLAGE PHASE 3A	3428317
2		\$100.00	To	LISA WEBER BROWN SUPPLEMENTAL NEEDS TRUST	WEBER,DAVID A	1/6/2010	DEED	OR	3160	748	UNIT A BLDG 38 LONGWOOD VILLAGE PHASE 3A	3428316

1



Neighborhood Stabilization Program
 NSP-3 Targeted Area

School Board of St Lucie Co	St Lucie County	Private	City Limit	Interstate
State Of Florida Dot	Port St Lucie City of		Local Streets	Major Roads
				Drainage

Date: 4/5/2011
 Page: 1 of 1
 Tech: MFK
 MMS GIS #: misgis0030

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

BID # 20110065
OPENED: 11/15/11
TIME: 2:00

BID TITLE: Plumbing Contractors for the Neighborhood Stabilization Program

The following vendor(s) submitted proposals:

1. Aqua Dimensions, Port St. Lucie

2. Troy Plumbing and Gas, Palm City

- 3.

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

Number of Companies Notified: 487
Number of Bid Documents Distributed: 6
Number of Bids Received: 2

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.

Plumbing Contractor(s) for NSP Home Rehabilitation
E-RFP #20110065-BM
November 15, 2011 @ 2:00 pm
E-RFP Opening 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
2.	Karen Rogers	City of PSL	karenr@cityofpsl.com	F
3.				T
4.				F
5.				T
6.				F
7.				T
				F
				T
				F
				T
				F

User: Moquin, CPPB, Barb

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

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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-20110065-0-2011/BM

Fiscal Year 2011

Bid Writer Barb Moquin, CPPB

Bid Name Plumbing Contractors for the City's Neighborhood Stabilization Program

Bid Status Active

Bid Status Text The Federal Government has issued various grants to the City of Port St. Lucie for the Neighborhood Stabilization Program which allow the City to purchase foreclosed properties and rehabilitate each for resale. Selected plumbing contractors will be on Master Contract List and be required to submit quote for each residence needing plumbing renovation. This is an ERF and response from Contractors are to be submitted electronically - no hard copies.

Due Date/Time 11/8/2011 3:00 PM Eastern

Broadcast Date 10/12/2011

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 Qualified licensed Plumbing Contractors to perform residential installation and repairs of plumbing fixtures and systems for the rehabilitation of NSP (Neighborhood Stabilization Program) homes. Selected Contractor(s) will submit an electronic bid for each NSP identified residence when repairs are needed.

E-Bidding Yes

E-Bidding

[EDIT](#)

View Supplier Info on Tabulation Sheet prior to bid opening Yes

Required Documents

1. Bid Reply
2. Checklist
3. Subcontractor List
4. Questionnaire
5. Five Reference Check Forms
6. Drug Free Workplace Form
7. Current Certificate of Insurance
8. Non-collusion Affidavit Form
9. Utilization of Minority & Woman Owned Business Enterprises Form
10. License/Certification to do Described Work
11. Certification Regarding Lobbying

Legal Ad

[VIEW](#)

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

Pre-Bid Conference

No prebid conference is planned at this time.

Publications

St. Lucie News Tribune 10/12/2011
St. Lucie News Tribune 10/19/2011

Documents



Bid Package ERF for Plumbing Contractors for NSP Homes Rehabilitations (36 Pages, Complete)
Attachment 1, Map of NSP 3 Area (Complete)
Addendum # 1, NSP Plumbing Contractors (1 Page, Complete)

Commodity Codes

ARC-910-42 - Kitchen and Bathroom Fixture Repair (Not Plumbing); Bathtubs, Sinks, Cabinets, Counter Tops, etc.
ARC-910-60 - Plumbing Maintenance and Repair (Includes Pressure Tapping Services, Pipe Freezes, Toilets, etc.)
ARC-910-65 - Remodeling and Alterations
ARC-912-27 - Construction, Irrigation System
ARC-914-68 - Plumbing
ARC-914-84 - Trade Services, Construction (Not Otherwise Classified)

Statistics

Planholders There are 6 planholders for this bid
Broadcast List 487 suppliers have been notified
Supplemental Suppliers 4 Supplemental Suppliers
Filtered No
Post-Bid Viewers 0 viewer(s)

<< Return

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BID ADDENDUM # I
ERFP #20110065
Addendum Date: October 19, 2011

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

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

1. THE REQUIREMENT TO SUBMIT A COMPANY W-9 FORM WITH EBID RESPONSE IS REMOVED FROM THIS ERFP. The W-9 form will be completed by the selected awarded respondent(s) at time of contracting.

NOTE: The bid opening date is unchanged.

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.

BID ADDENDUM # II
ERFP #20110065
Addendum Date: November 7, 2011

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

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

**THE DUE DATE AND TIME FOR THIS ERFP HAS BEEN
CHANGED TO NOVEMBER 15, 2011 AT 2:00 P.M.**

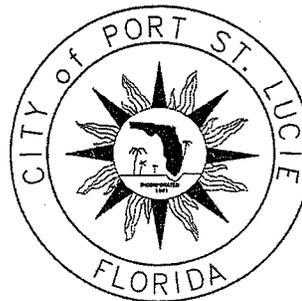
Instructions to Bidder:

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



DRAFT



RFP #20110065

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

Electronic RFP (E-RFP) #20110065 for PLUMBING 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 November 8, 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 plumbing fixtures and/or systems that are required for the renovation of each property. The plumbing Contractors selected will be placed on the Master Contract List and will be required to submit an electronic bid for each identified residence as they become ready for renovation.

For the purpose of this Request for Proposals, the term "Plumbing Contractors" refers to being licensed in the State of Florida as a Plumbing Contractor, that can supply and install residential plumbing fixtures and repair existing plumbing 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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ATTACHMENTS:

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 Plumbing Contractors licensed in the State of Florida experienced in residential installation and repair of plumbing fixtures and systems for the purpose of repairing and rehabilitating foreclosed properties purchased by the City under the Neighborhood Stabilization Program. The Plumbing 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 plumbing services. The Plumbing Contractors shall provide, with the submittal package, verification that they have been engaged in residential plumbing services for a minimum of two (2) years and that they are licensed in the State of Florida as a Plumbing Contractor.

Firms under contract will be asked to submit an electronic bid for each NSP identified residence when repairs are needed. 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 14 – 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 plumbing projects. Please use the form provided on page 23 for the submittal of these references.

- 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 PLUMBING 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 November 8, 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 12 th and 19 th , 2011	Advertisement
November 8, 2011 @ 3:00:00 pm	Proposals due
November 15, 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 PLUMBING 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.....	5 points
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 PLUMBING system installs and miscellaneous PLUMBING 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 PLUMBING 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 PLUMBING 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 to the City MSDS's and description literature for each chemical/compound/mixture used in the performance of the Contract 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** that is 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 14 - 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 PLUMBING work under this contract will be determined on a per project basis. An E-Bid will be issued for each PLUMBING project with a list of specifications for each project 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 is 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 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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5. PROPOSER'S QUESTIONNAIRE

E-RFP #20110065
PLUMBING 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 PLUMBING 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

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 PLUMBING 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 ()

If "Yes" was checked, include a copy of certificate with proposal.

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 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (as amended)?

Yes () No ()

If "Yes" was checked, include a copy of certificate with proposal.

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

Yes () No ()

If "Yes" is checked, include a copy of certificate with proposal.

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

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

Yes () No ()

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.

ADDENDUM ACKNOWLEDGMENT - Submitter acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum Number	Date Issued

AGREEMENT - Proposer agrees to comply with all requirements stated in the specifications for this E-RFP.

CERTIFICATION:

This RFP is submitted by: Name (print) _____ who is an officer of the above firm duly authorized to sign proposals and enter into contracts. I certify that this E-RFP is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this E-RFP.

Proposer has read and accepts the terms and conditions of the City's standard contract:

_____ Signature _____ Title

If a corporation renders this E-RFP, the corporate seal attested by the Secretary shall be affixed below. Any agent signing this E-RFP shall attach to this form evidence of legal authority.

Witnesses:

If Partnership:

_____ Print Name of Firm

By: _____
(General Partner)

If Corporation:

Print Name of Corporation

If Individual:

Signature

Print Name

By: _____
(President)

Attest: _____
(Secretary)

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**CITY OF PORT ST. LUCIE
E-RFP # 20110065**

PROJECT TITLE: PLUMBING 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 #20110065

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. _____

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: 20110065

Title: PLUMBING Contractors for the Neighborhood Stabilization Program

Bidder/Respondent: _____

Reference Company: _____ 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 PLUMBING 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 PLUMBING rehab/repair 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	

(THIS IS A SAMPLE ONLY - DO NOT EXECUTE)

**CITY OF PORT SAINT LUCIE
CONTRACT #20110065**

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 PLUMBING Contractor licensed in the State of Florida experienced in residential PLUMBING 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 – After award of master contract(s), 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 TBD and continue for a period of twenty-four (24) months. The Contract will terminate on TBD . 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, after award of master contract(s). Contractor's quote is to include any and all costs, including any 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 a one-time fee of ten dollars (\$10.00), which will be paid to Contractor at time of contract execution by the City and prior to commencement of any 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 #20110065 for PLUMBING 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 Project Manager 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 Project Manager 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 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 Project Manager, 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.

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 (company name)

State of: _____

County of: _____

Before me personally appeared: _____
(please print name)

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)

CHECKLIST
E-RFP #20110065

Proposals for PLUMBING 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 14 - 22).
- _____ Five (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.
- _____ Section 3 Business Certification uploaded to DemandStar.com.
- _____ Vicinity Hiring Certification uploaded to DemandStar.com.
- _____ This Checklist downloaded with E-RFP Reply Sheet(s)

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

REQUEST FOR PROPOSALS

RFP #20110065 E- Request for Proposals, for Plumbing 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 November 8, 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 12, 2011 & Wednesday, October 19, 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: Wentzel, Barbara [Barbara.Wentzel@scripps.com]
Sent: Monday, October 03, 2011 3:00 PM
To: Barbara Moquin
Subject: AD #2322916
Attachments: Classified Ad _ 2322916.pdf

Your ad will appear in the ST. LUCIE NEWS TRIBUNE for St. Lucie County on 10/12 and 10/19/11.

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.

REQUEST FOR BID

REQUEST FOR PROPOSALS

RFP #20110065 E- Request for Proposals, for Plumbing 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 November 8, 2011. Specifications

REQUEST FOR BID

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 12, 19, 2011
2322916

REQUEST FOR BID

REQUEST FOR PROPOSALS

RFP #20110065 E- Request for Proposals, for Plumbing 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 November 8, 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 12, 19, 2011
2322916

Foreign Account Number : 11515278

Ad # : 2322916

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 : 10/12/2011

Stop Date : 10/19/2011

Prepayment Amount : \$0.00

Ad Sales Rep. : 190 - Barbara Wentzel

Width : 1

Depth : 43

REQUEST FOR
PROPOSALS

20110065 E-Request for Proposals, Plumbing Contractors for the Neighborhood Station Program, be received by City of Port St. Lucie, in the Office of Management & Budget, 3rd Floor, Suite Bldg "A" of the Municipal Complex, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, until 3:00:00 on November 8, 2011. Specifications be obtained DemandStar by telephone at (772) 711-1712, DemandStar.com, or the City's Office of Management and Budget. RFP pack obtained from other source is at vendor's risk.

Printed: October 12,
2011
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