

**PORT ST. LUCIE CITY COUNCIL
AGENDA ITEM REQUEST**

COUNCIL ITEM 13c
DATE 2/27/12

Meeting Date: February 27, 2012

Public Hearing Ordinance Resolution Motion

Legal Ad dates: 10/18/2011 & 10/26/2011

Item: 20110070 – Award bid for Furnish and Install Appliances for the Neighborhood Stabilization Program to Jetson’s TV and Appliance Center.

Recommended Action:

1. Approval to award bid for Furnish and Install Appliances for the Neighborhood Stabilization Program to Jetson’s TV and Appliance Center.
2. Initial contract term will be for 24 months with automatic renewals until the program is complete, or the contract is cancelled or rebid.
3. Purchase orders will be issued as needed, based on the Supplier’s proposal on a “per house” basis, for refurbished houses located throughout the City and owned by the City of Port St. Lucie.

Exhibits: Department memo attached (X)
Copies of the Bid Tabulation Report, Specifications, Addenda, and Bid Responses.

Summary Explanation/Background Information:

The City issued a request for bids to Furnish and Install Appliances for the Neighborhood Stabilization Program, specifically for refrigerators, electric ranges, range hoods, dishwashers and costs to deliver & install. Advertisements were posted in the newspaper on 10/18/2011 and 10/26/2011, as required when using federal funds, as well as posted on Demandstar on 10/12,2011. One Hundred and Ten (110) suppliers were notified; two bids were received including: (1) Jetsons TV and Appliance Center and (2) Approved Appliances of the Treasure Coast, Inc. Although Jetson’s bid was approximately \$80.00 higher in overall price, they have a much faster delivery time and has past experience with the City.

Purchase of **RECEIVED** Capital Equipment Purchase (X) was budgeted.

Department requests expenditure from the following:

City RECEIVED MANAGER'S OFFICE	116	Neighborhood Stabilization Program
	114	Neighborhood Stabilization Program-3
Cost Center	5500	Economic Environment Projects
Object Code	549111	Repair and Rehabilitation
Project	NSXXX	

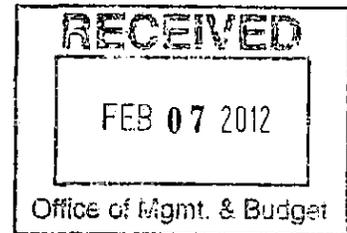
Director of OMB concurs with award: *[Signature]* City Manager concurs with award: *[Signature]*

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

RECEIVED
FEB 10 2012 Date Submitted: February 9, 2012

City Manager's Office

MEMORANDUM



TO: HELEN QUINTANA, OMB

FROM: TRICIA SWIFT-POLLARD, DIRECTOR, COMMUNITY SERVICES *TSP*

SUBJECT: NEIGHBORHOOD STABILIZATION PROGRAM

DATE: FEBRUARY 7, 2012

RE: SEALED BID # 20110070

Please move forward with approval of the following contractor to enter into a Fixed Price Contract to furnish and install residential appliances for the Neighborhood Stabilization Program (NSP 1 & 3).

Jetson's TV and Appliance Center

While Jetson's is approximately \$80 higher in overall price, they have a much faster delivery time (1 day compared to 10 days required by the other vendor.) Also, Jetson's dishwasher offers a unique water saving feature as an option included in the dishwasher, and an upgraded smooth-top range. Further we have dealt with Jetson's in the past and are satisfied with their service.

Please add this request as a City Council meeting agenda item. Should you have any questions or require additional information, please let me know.

CITY OF PORT ST. LUCIE
OFFICE OF MANAGEMENT & BUDGET
BID TABULATION REPORT

BID # 20110070 22
OPENED: December 18, 2011
TIME: 3:00:00pm

BID TITLE: NSP Appliances

RECEIVED
15 DEC AM 11:45 59s

20110070
Approved
Appliances

RECEIVED

21 DEC PM 2:57 07s

Jetson's

RECEIVED

SB #20110070 - BID TABULATION REPORT

FURNISH AND INSTALL RESIDENTIAL APPLIANCES FOR THE NEIGHBORHOOD STABILIZATION PROGRAM

OPENED: December 22, 2011 @ 3:00 P.M.

Description	Approved Appliances of the Treasure Coast, Inc.			Jetson TV and Appliance Center		
	Brand & Model	Unit Price	Disposal Fee	Brand & Model	Unit Price	Disposal Fee
Refrigerator, 18 cubic feet, frost free, 2 adjustable shelves minimum, top freezer model, choice of 3 colors (white, bone or black), 5-yr. warranty on compressor, cords included.	GE GTH18HBC WW-BB-CC	\$608.00	\$0.00	Whirlpool W8TXEGFYQ	\$556.00	N/A
Range, electric, free standing with anti-tip bracket, conventional, 30 inch wide, 2 large burners, 2 small burners, window in oven door, storage drawer below, self-cleaning, oven light, cord included, choice of 3 colors (white, bone & black).	GE JBP23DR - WW-BB-CC	\$433.18	\$0.00	Whirlpool WFE361LVQ	\$550.00	N/A
Range Hood, electric, 30 inch wide, duct free, under cabinet style, 2 minimum speed exhaust fan, separate light, energy star rated , mitered side and hemmed bottom edge for safety & easy cleaning (no sharp edges), choice of 3 colors (white, bone, & black).	GE JN327H - WW- BB-CC	\$107.69	\$0.00	Whirlpool UX+4030AY	\$65.00	N/A
Dishwasher, 24 inch built-in, electronic, sound insulation, energy star rated, minimum 4 wash cycles and 8 wash settings, adjustable rack heights, delayed start option, cord included, choice of 3 colors (white, bone, & black).	GE GLD740OR - WW-BB-CC	\$446.49	\$0.00	Whirlpool WDT710PAY (Top Rack Adjust) Optl WPL WDF510PAY \$340.00	\$420.00	N/A
Delivery and Installation fee for Refrigerator, Range & Range Hood	\$45.00			99.99		
Deliver and Installation Fee for Dishwasher	\$89.00			119.99		
# of Calendar days to deliver ARO	10			1		
Additional Items Reviewed:						
Bid Envelope properly addressed and sealed			Yes			Yes
Drug-Free Workplace Form			Yes			Yes
Bid Reply with proper signatures			Yes			Yes
Each Bid Addendum is Acknowledged			Yes			Yes
Copy of Insurance			Yes			Yes
Accept terms and conditions of contract			Yes			Yes
\$1,000.00 Bid Bond			Yes			Yes
1 original and 3 copies			Yes			Yes

Revised Bid Reply Sheet

Bid #20110070

Furnish & Install Residential Appliances for the Neighborhood Stabilization Program

1. COMPANY NAME: Jetson TV AND Appliance CENTER

DIVISION OF: _____

PHYSICAL ADDRESS: 4145 SOUTH US1 Ft Pierce FL 34982

MAILING ADDRESS: 4145 SOUTH US1 Ft Pierce FL 34982

CITY, STATE, ZIP/ CODE: Ft Pierce FL 34982

TELEPHONE NUMBER: (702) 464 7050 FAX NO: (702) 466 5124

CONTACT PERSON: JASON WHITE E-MAIL: Jetson Jason@gmail.com

2. ORGANIZATIONAL PROFILE (complete all appropriate information)

Is the firm incorporated? Yes No If yes, in what state? Florida

Trey Thorne
President

Adam Dombroski
Vice President

Betty Flynn
Treasurer

How long in present business: 37 yrs How long at present location: 37 yrs

Is firm a minority business: Yes No Does firm have a drug-free workplace program? Yes No
If no, is your company planning to implement such a program?

3. ADDENDUM ACKNOWLEDGMENT - Bidder acknowledges that the following addenda have been received and are included in its proposal/bid:

Addendum Number	Date Issued
<u>1</u>	<u>11/28/11</u>
<u>2</u>	<u>12/9/11</u>
<u>3</u>	<u>12/16/11</u>

4. VENDOR'S LIST - If your company offers commodities other than the one specified for this bid, and you wish to be put on the vendor's list, please contact Onvia DemandStar.com at (800) 711-1712. Bid Tabulation Reports are advertised on the City's Web Site at www.Cityofpsl.com.

BID RESPONSE:

5.1 Bidder will / will not accept the Purchasing Card (Visa).
 (please circle one)

5.2 Percentage of discount when payment is made with Visa: _____ %

5.3 **Price Schedule:**

Description	Brand & Model No.	Unit Price	Disposal Fee
Energy Star Rated Refrigerator, 18 cubic feet, frost free, 2 adjustable shelves minimum, top freezer model, choice of 3 colors (white, bone or black), 5-yr. warranty on compressor, cords included.	WHI11POOL W8TXEGFYQ MODEL SUBJECT TO CHANGE W/ EQUAL OR BETTER PRODUCT	White \$ 556.00	\$ _____
		Bone \$ 556.00	
		Black \$ 556.00	
Energy Star Rated Range, electric, free standing with anti-tip bracket, conventional, 30 inch wide, 2 large burners, 2 small burners, window in oven door, storage drawer below, self-cleaning, oven light, cord included, choice of 3 colors (white, bone & black).	WHI11POOL WFE361LVQ	White \$ 550.00	\$ _____
		Bone \$ 550.00	
		Black \$ 550.00	
Range Hood, electric, 30 inch wide, duct free, under cabinet style, 2 minimum speed exhaust fan, separate light, energy star rated, mitered side and hemmed bottom edge for safety & easy cleaning (no sharp edges), choice of 3 colors (white, bone, & black).	WHI11POOL UX4030AY	White \$ 65.00	\$ _____
		Bone \$ 65.00	
		Black \$ 65.00	
Energy Star Rated Dishwasher, 24 inch built-in, electronic, sound insulation, energy star rated, minimum 4 wash cycles and 8 wash settings, adjustable rack heights, delayed start option, cord included, choice of 3 colors (white, bone, & black).	WHI11POOL WDT710PAY (TOP RACK ADJUST) OPTIONAL WPL WDFS10PAY 340.00	White \$ 420.00	\$ _____
		Bone \$ 420.00	
		Black \$ 420.00	

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Home / Whirlpool Top Freezer Refrigerator - W8TXEGFYQ

Whirlpool Top Freezer Refrigerator - W8TXEGFYQ

[Be the first to review this product](#)

\$669.00

Qty: 1

[Add to Cart](#)

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[Add to Compare](#)

Quick Overview

18 cu. ft. Top Freezer Refrigerator / White

Features	Specifications	Expert	Protection	Delivery
Maximum Depth w/Handle		32.87	in.	
Height w/out Hinge		67.37	in.	
Maximum Height w/hinge		57.87	in.	
Maximum Width		23.06	in.	
Depth w/out Handle		30.87	in.	
Freezer Capacity		4.09	cu. ft.	
Refrigerator Section		13.56	cu. ft.	
Door Style		Flat		
Kilowatt Hrs. per Year		375		
Interior Lighting		Yes		
ENERGY STAR® Qualified		Yes		
Adjustable Shelves		2		
Adjustable Door Bins/Baskets		0		
Control Location		Interior		
Specialty Storage		Fixed Utility Compartment, Dairy Bin		
Control Type(s)		Manual		
Slide-Out Shelves		1		
Fixed Door Bins		3		
Tilt-out Door Storage		0		
Defrost System		Yes		
Crispers		2		
Crisper Style		Clear		
Snack/Deli Drawer		0		
Baskets		0		
Shelves		1		
Door Bins/Baskets		2		
Tilt-out Door Bins/Baskets		0		
Door Finish		Textured		
Shelf Material		Wire		
Overall Color		White		
Cabinet Color		White		

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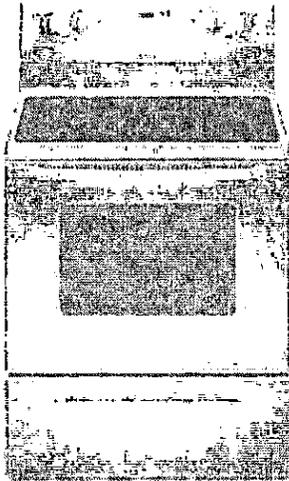
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Home / Whirlpool Free Standing Electric Range - WFE361LVQ



Whirlpool Free Standing Electric Range - WFE361LVQ

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\$599.00

Qty: [Add to Cart](#)

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Quick Overview

30" Freestanding Electric Range with 4.8 cu. ft. Capacity | Radiant Element / White

Features	Specifications	Expert Protection	Delivery
No. of Elements/Burner Cooking Zones	4		
Ease of Use	Yes		
Element Type	Radiant Element		
Safety Features	Control lock, Hot Surface Indicator Light		
Performance	Allows you to set your preferred broiling temperature in 5-degree increments between 170Â° F and 500Â° F		
Type Burner	Radiant Elements		
Number of Oven(s)	1		
Baking	Yes		
Broiling	Yes		
No. of Oven Racks	2		
Cleaning Method	Self-Cleaning		
Temperature Mgmt.	Balanced Bake		
Heating Type	Electric		
Light(s)	Yes		
Light(s) Control	Touch Pad		
Overall Type	Electric Mechanical		
Control Panel	White		
Control Dials/Knobs	White		
Handle Color/Style	White / Soft Arch		
Overall Color	White		
Oven Door Handle	White		
Oven Door Type	Drop-Down		
Depth	27 1/2 in.		
Backguard Top Height	46 1/2 in.		
Maximum Width	29 1/2 in.		

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Capacity	4.8 cu. ft.
Oven Door Latch	Yes
Cooktop Surface	Black
Location	Interior
Mechanical	Dial
Styling	Sleek, Smooth
Safety/In-Use Indicator(s)	Yes
Door Handle	White
Door Panel(s)	White
Oven Safety	Oven on Indicator light
Electric Supply	40, 60 Hz, 240 V.
Power Source	Electric
Bake Burner/Element	2, 400
Clock Type	Digital
Kitchen Timer	Yes
Oven Door Window Type	Extra Large Window

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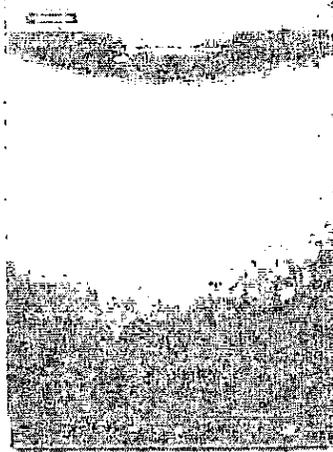
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[Home](#) / [Whirlpool Built In Dishwasher - WDT710PAYW](#)



Click on image to zoom



Whirlpool Built In Dishwasher - WDT710PAYW

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\$499.00

Qty: 1

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Quick Overview

Whirlpool Gold Series Dishwasher with Sensor Cycle / ENERGY STAR Qualified / White

[Features](#) [Specifications](#) [Expert Protection](#) [Delivery](#)

- Industry's Most Energy Efficient Dishwashers
- Top Rack Wash Option
- Resource Efficient Wash System
- ENERGY STAR Qualified
- Quiet Partner III Sound Package
- Improved AnyWare Plus Silverware Basket
- High Temperature Wash System
- 1-Hour Wash Cycle
- Premium Rail System - Wheels fit tight into rails for a smooth feel that slides easily and quietly.
- Delay Wash Option 4-Hour Delay
- NSF Certified Sani Rinse Option

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Home / Amana Traditional Ventilation - UXT4030AYS

Amana Traditional Ventilation - UXT4030AYS

Be the first to review this product

\$119.00

Qty:

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Quick Overview

30" Non - Vented Under-Cabinet Hood / Stainless Steel

Features	Specifications	Expert Protection	Delivery
Overall Color	Stainless Steel		
Design Look	Under Cabinet Hood		
Duct Size	0.00 in.		
Shipping Weight	0.00 lbs		
Power Source	Electric		
Cleanability	Dishwasher Safe Grease Filters, Charcoal Filter		
Number	2		
Settings	2		
Illumination	75 Watt Incandescent		
Installation	Under Cabinet		
Positioning	Stationary		
Updraft	Under-Cabinet Hood		
Chimney	Fixed		
Pollutant Removal	Recirculating Ventilation with Charcoal Filter		
Air Mover Type(s)	1		
Cubic Feet per Minute	190.00 CFM		
Filter Cleaning	Dishwasher Safe Grease Filters		
Number of Air Movers	1		
Control Type(s)	Mechanical		
Control(s) Location	Front Side		
Grease Filter(s)	2		
Hood	Stainless Steel		
Clearance, above Cooktop	0.00 in.		
Considerations	Do not terminate the vent system in an attic or other enclosed area. Vent system must terminate to the outdoors.		
Ratings	120V, 60 Hz, 15 amp		
Height	5.00 in.		
Width	30.00 in.		
Depth	18.66 in.		

5.4 Delivery and Installation fee for the Refrigerator, Range & Range Hood:

\$ 99.99

5.5 Delivery and Installation fee for Dishwasher:

\$ 19.99

5.6 Delivery and Installation ARO (after receipt of order):

\$ 1
calendar days

The City makes no guarantee as to the actual quantity of appliances ordered during the Contract period.

6. **INSURANCE CERTIFICATES** - Bidders are required, in accordance with Section 1, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain.

7. **COMPLETION OF FORM** - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by bidder. The City reserves the right to hold proposals for a period not to exceed 90 days after the date of the bid opening stated in the Invitation to Bid before awarding the Contract. Contract award constitutes the date that City Council executes the motion to award the bid.

8. **CONTRACT** - Bidder(s) agrees to comply with all requirements stated in the specifications for this bid.

9. **CERTIFICATION**

This bid is submitted by Name (print) Jason White who is an officer of the above firm duly authorized to sign bids and enter into Contracts. I certify that this bid is made without prior understanding, Contract, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I 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 bid.

Signature

Date

10. **Bidder has read and accepts the terms and conditions of the City's standard Contract:**

Signature

Title

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

(seal)

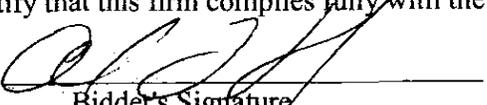
DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that
Ekson 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 bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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


Bidder's Signature

11-29-11
Date

Furnish & Install Residential Appliances for the NSP Program

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: [Signature]
Authorized Representative of (company name)

State of: Florida

County of: St Lucie

Before me personally appeared: Adam Samborski
(please print)

Please check one:

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 HL executed said instrument for the purposes therein expressed.
(he/she)

WITNESS my hand and official seal, this 29th day of November, 2009.

[Signature]
Notary Signature

Notary Public-State of FL at Large.

My Commission Expires _____



(seal)

CHECKLIST

SEALED BID #20110070

Furnish & Install Residential Appliances for the Neighborhood Stabilization Program

Name of Bidder: Jetson TV + Appliance

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

- Mailing envelope has been addressed to:
City of Port St. Lucie; Office of Management & Budget
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984
- Mailing envelope must be sealed and identified with:
 - Bidders Name and Address
 - Bid Number
 - Bid Title
 - Bid Opening Date & Time
- Drug-Free Workplace Form
- Bid Reply Sheet with proper signatures
- Price has been thoroughly checked
- Each Bid Addendum (when issued) is acknowledged
- Copy of Insurance Certificate in accordance with Section 4
- Reviewed the Contract and accept all City Terms and Conditions
- One (1) original and four (5) copies of required documents (NO RINGED BINDERS)

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/23/2011

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 Risk Transfer Programs, LLC 219 East Livingston Street Orlando, FL 32801	CONTACT NAME: _____	
	PHONE (A/C No. Ext): 866-481-9363	FAX (A/C No.): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Wesco Insurance Company		25011
INSURER B: _____		_____
INSURER C: _____		_____
INSURER D: _____		_____
INSURER E: _____		_____
INSURER F: _____		_____

INSURED
 C. Michael Brown DBA Advantage HR
 4425 SW Martin Hwy.
 Palm City, FL 34990
 USA

COVERAGES: _____ **CERTIFICATE NUMBER:** WJHUE/77 **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.

INSURER	TYPE OF INSURANCE	ADDL. SUBR. (INSR / WVO)	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 <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER 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) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. <input type="checkbox"/> RETENTION \$ _____					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WWC3019231	01/01/2011	01/01/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Coverage is extended to the leased employees of the alternate employer (Florida Operations ONLY): Jetson T.V. & Appliance Center, Inc. # 536 (Effective 1/1/11)

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

JETST-1 OP ID: SB

DATE (MM/DD/YYYY)
11/23/11

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 772-286-9389	CONTACT NAME: PHONE (A/C, No., Ext): E-MAIL ADDRESS: CONTACT ADDRESS:	FAX (A/C, No.):
	INSURED Jetson TV & Appliance Centers 4145 S Federal Hwy Fort Pierce, FL 34982		INSURER(S) AFFORDING COVERAGE INSURER A: Allied Property & Casualty 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. SUBR. INSR. WVD.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Owners GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC.		ACPBPRC5914645190	09/26/11	09/26/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG. \$ 2,000,000
	A	AUTOMOBILE LIABILITY <input checked="" 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		ACRBAPC5914645190	09/26/11	09/26/12
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED. <input checked="" type="checkbox"/> RETENTION \$ 0		ACPCAP5914645190	09/26/11	09/26/12	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			WC STATUTORY LIMITS OTHER 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)
TV & APPLIANCE STORE

CERTIFICATE HOLDER City of Pt. St. Lucie 871-5229 121 SW Pt St Lucie Blvd Pt St Lucie, FL 34952	CITYP-1	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>Joseph E. Coons</i>
--	----------------	--

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CHECKLIST

SEALED BID #20110070

Furnish & Install Residential Appliances for the Neighborhood Stabilization Program

Name of Bidder: Approved Appliances of the Treasure Coast, Inc.

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

- Mailing envelope has been addressed to:
City of Port St. Lucie, Office of Management & Budget
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984
- Mailing envelope must be sealed and identified with:
 - Bidders Name and Address
 - Bid Number
 - Bid Title
 - Bid Opening Date & Time
- Drug-Free Workplace Form
- Bid Reply Sheet with proper signatures
- Price has been thoroughly checked
- Each Bid Addendum (when issued) is acknowledged
- Copy of Insurance Certificate in accordance with Section 4
- Reviewed the Contract and accept all City Terms and Conditions
- One (1) original and four (5) copies of required documents (**NO RINGED BINDERS**)

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

Revised Bid Reply Sheet
Bid # 20110070

Furnish & Install Residential Appliances for the Neighborhood Stabilization Program

1. **COMPANY NAME:** Approved Appliances of the Treasure Coast, Inc.
DIVISION OF: _____
PHYSICAL ADDRESS: 2755 NW Federal Hwy.
MAILING ADDRESS: _____
CITY, STATE, ZIP CODE: Stuart, FL 34994
TELEPHONE NUMBER: (772) 692-7229 FAX NO. (772) 692-0248
CONTACT PERSON: Wilson Lear E-MAIL: wilson@approvedappliances.com

2. **ORGANIZATIONAL PROFILE:** (complete all appropriate information)

Is the firm incorporated? Yes - No If yes, in what state? FL

Robert Coble
President
Christina Coble
Vice President Secretary
Treasurer

How long in present business: 11 yrs How long at present location: 18 yrs.

Is firm a minority business: Yes - No Does firm have a drug-free workplace program: Yes - No
If no, is your company planning to implement such a program? _____

3. **ADDENDUM ACKNOWLEDGMENT** - Bidder acknowledges that the following addenda have been received and are included in its proposal/bid:

Addendum Number	Date Issued
Addendum	November 28, 2011
# 2	December 9, 2011

4. **VENDOR'S LIST** - If your company offers commodities other than the one specified for this bid, and you wish to be put on the vendor's list, please contact Onvia DemandStar.com at (800) 711-1712. Bid Tabulation Reports are advertised on the City's Web Site at www.Cityofpsl.com.

BID RESPONSE:

5.1 Bidder will will not accept the Purchasing Card (Visa).
(please circle one)

5.2 Percentage of discount when payment is made with Visa: 0 %

5.3 **Price Schedule:**

Description	Brand & Model No.	Unit Price	Disposal Fee
<p>Energy Star Rated Refrigerator, 18 cubic feet, frost free, 2 adjustable shelves minimum, , top freezer model, choice of 3 colors (white, bone or black), 5-yr. warranty on compressor, cords included.</p>	<p>GE GTH18HBC - ww-BB-CC</p>	<p>White \$ <u>608</u> Bone \$ <u>608</u> Black \$ <u>608</u></p>	<p>\$ <u>0</u></p>
<p>Energy Star Rated Range, electric, free standing with anti-tip bracket, conventional, 30 inch wide, 2 large burners, 2 small burners, window in oven door, storage drawer below, self-cleaning, oven light, cord included, choice of 3 colors (white, bone & black).</p>	<p>GE JBP23DR ww-BB-CC</p>	<p>White \$ <u>433¹⁹</u> Bone \$ <u>433¹⁹</u> Black \$ <u>433¹⁹</u></p>	<p>\$ <u>0</u></p>
<p>Range Hood, electric, 30 inch wide, duct free, under cabinet style, 2 minimum speed exhaust fan, separate light, energy star rated, mitered side and hemmed bottom edge for safety & easy cleaning (no sharp edges), choice of 3 colors (white, bone, & black).</p>	<p>GE JN327H - ww-BB-CC</p>	<p>White \$ <u>107⁶⁹</u> Bone \$ <u>107⁶⁹</u> Black \$ <u>107⁶⁹</u></p>	<p>\$ <u>0</u></p>
<p>Energy Star Rated Dishwasher, 24 inch built-in, electronic, sound insulation, energy star rated, minimum 4 wash cycles and 8 wash settings; adjustable rack heights, delayed start option, cord included, choice of 3 colors (white, bone, & black).</p>	<p>GE GLD7400R - ww-BB-CC</p>	<p>White \$ <u>446⁴⁹</u> Bone \$ <u>446⁴⁹</u> Black \$ <u>446⁴⁹</u></p>	<p>\$ <u>0</u></p>

ARTICLE VIII

INCORPORATOR

The name and address of each incorporator is:

NAME

ADDRESS

ROBERT COBLE

**50 KINDRED STREET, STE 303
STUART, FL 34994**

ARTICLE IX

INITIAL OFFICERS

The person or persons named below as Initial Officers shall hold their respective offices for the first year of existence of this Corporation or until a successor is elected or appointed and has qualified, whichever occurs first:

PRESIDENT

ROBERT COBLE

VICE PRESIDENT

ROBERT COBLE

SECRETARY

CHRISTINA COBLE

TREASURER

ROBERT COBLE

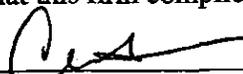
DRUG-FREE WORKPLACE FORM

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

Approved Appliances of the Treasure Coast does:
(Name of Business) Coast

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 bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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



Bidder's Signature
12/2/4

Date



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.

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PRODUCER Atlantic Ins. Partners, Inc. 963 SE Central Parkway Stuart, FL 34994 License #: R026924	CONTACT NAME: Joseph R. Meder, Jr.	
	PHONE (A/C, No, Ext): 772-221-3000 FAX (A/C, No): 772-221-3000	
	E-MAIL ADDRESS: joe@atlanticinsurancepartners.com	
INSURED Approved Appliance of the 2755 NW Federal Hwy Stuart, FL 34994-9258	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Nationwide Ins. Company of America	25453
	INSURER B: Nationwide Ins. Co. of America	25453
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

CERTIFICATE NUMBER: 00002510-0

REVISION NUMBER: 1

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

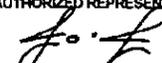
INSR LTR	TYPE OF INSURANCE	ADDL SUBR: INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y N	ACBPBRZ5904832988	03/23/2011	03/23/2012	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y N	ACPBAZ5904832988	03/23/2011	03/23/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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 OTHER 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)

Lowe's Companies, Inc. and any and all subsidiaries are named as an additional insured as respect to Commercial General Liability (Including Products / Completed Operations) and Automobile Liability.

CERTIFICATE HOLDER

CANCELLATION

Lowe's Companies, Inc. Attn: Insurance Dept PO Box 1111 North Wilkesboro, NC 28656	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  (JRM)

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ACORD 25 (2010/05)

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Printed by JRM on November 14, 2011 at 02:37PM

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)

11/14/2011

PRODUCER

Insurance Intermediaries, Inc.
PO Box 182500

Columbus, OH 43218

INSURED Approved Appliance of the Treasure

2755 NW Federal Highway

Stuart, FL 34994

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC#

INSURER A: National Union Fire

13072

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	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)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC001911164	02/15/2011	02/15/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$ 500,000
						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Lowe's Companies Inc
Attn: ISIinsurance
PO Box 1111
North Wilkesboro NC 28656

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED 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.

AUTHORIZED REPRESENTATIVE

Angie C. Bobb

GE Appliances

This brochure prepared for:
APPROVED APPLIANCES
2755 NW FEDERAL HWY
STUART, FL 34994
(772) 692 -7229

For more information:
WILSON LEAR
2755 NW FEDERAL HWY
STUART, FL 34994
(772) 692 -7229



imagination at work



GE Appliances

APPROVED APPLIANCES



Model#: GTH18HBCWW



**GE® ENERGY STAR® 18.1 Cu. Ft.
Top-Freezer Refrigerator**

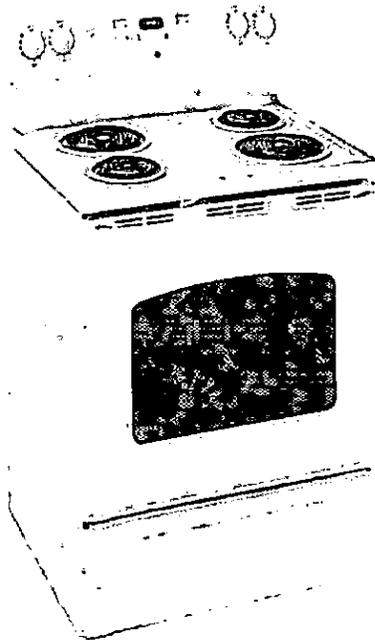
Approx Dimensions (HxDxW):
67 3/8 in X 32 3/8 in X 28 in

- Adjustable glass shelves - Shelves adjust to handle tall items and create additional space
- Upfront temperature controls - A simple knob turn regulates interior temperatures with ease
- Clear crispener drawers - Transparent drawers make finding your favorite snacks quick and easy
- Gallon door storage - Milk and larger items are easily accommodated in the door
- Can storage door shelf - Holds soft drink cans in the door for easy selection and quick access
- Wire freezer shelves - Sturdy shelves provide additional storage for frozen foods
- NeverClean™ condenser - Sealed compartment keeps coils clean and simplifies maintenance

Warranty Information:

- Parts Warranty : Limited 1-year entire appliance
- Labor Warranty : Limited 1-year entire appliance
- Warranty Notes : See written warranty for full details

Also Available in:



Model#: JBP23DRWW

GE® 30" Free-Standing Electric Range

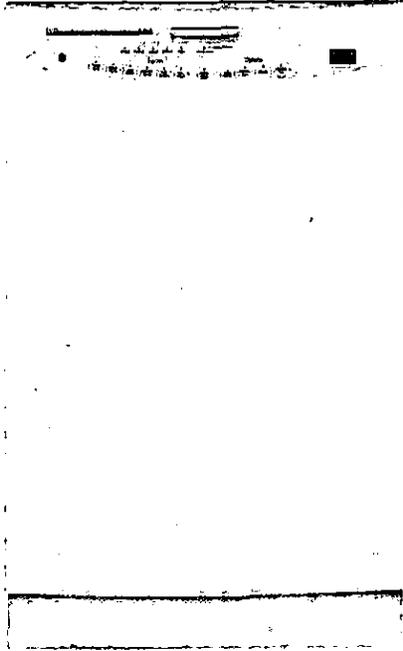
Approx Dimensions (HxDxW):
46 7/8 in X 27 3/4 in X 29 7/8 in

- Self-clean oven - Self-clean allows you to spare yourself from the trouble and effort it takes to scrub the oven interior
- Super-large oven capacity - Remarkably large oven interior is ideal for holidays, dinner parties and everyday family cooking
- QuickSet III Oven Controls - Feature an easy to use design that lets you set precise cooking temperatures
- Coil heating elements - Removable elements provide even heat and are easy to clean
- Dual-element bake - This top-and-bottom heating produces uniform browning and fast oven preheating
- Chrome drip bowls - Spills are easily contained and quickly cleaned thanks to removable bowls
- Clean-Well™ cooktop system - Cooktop is design to contain spills and simplify cleanup

Warranty Information:

- Parts Warranty : Limited 1-year entire appliance
- Labor Warranty : Limited 1-year entire appliance
- Warranty Notes : See written warranty for full details

Also Available in:



Model#: GLD7400RWW



**GE® Tall Tub Built-In Dishwasher
with SmartDispense™ Technology**

Approx Dimensions (HxDxW):
33 3/4 in X 25 in X 24 in

- PureClean wash system with 5-stage filtration - Multiple filtration levels ensure clean dishes
- ENERGY STAR® Qualified - Meets or exceeds federal guidelines for energy efficiency for year-round energy and money savings
- SmartDispense™ technology - Holds up to 40 oz of detergent and dispenses it at just the right time
- Steam pre-wash - Loosens tough soils before any cycle virtually eliminating the need for soaking or pre-rinsing dishes
- Platinum silver four-position deep-tiered adjustable nylon rack - Upper rack can move up, down or diagonally for additional loading flexibility
- Electronic controls with 6 cycles/5 options - Modern controls make it easy to program the dishwasher
- QuietPower™54 sound package - 54 dBA - Extra insulation keeps the kitchen extra quiet

Warranty Information:

- Parts Warranty : Limited 1-year entire appliance
- Labor Warranty : Limited 1-year entire appliance
- Warranty Notes : See written warranty for full details

Also Available in:



GE
CustomerNet

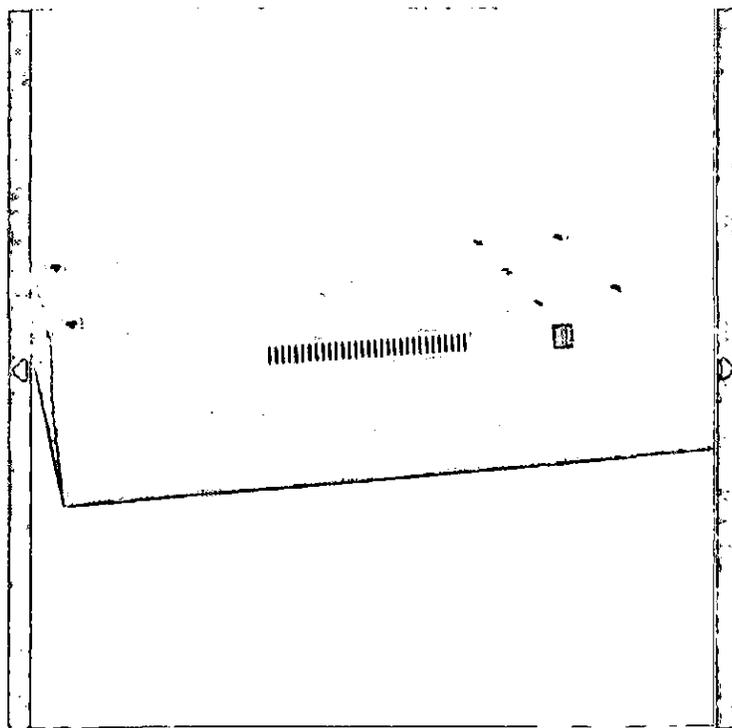
Product Library

[Email This Page](#)

[Printer-Friendly Page](#)

JN327HWW

GE® Non-Vented Standard Range Hood



To magnify, move your mouse over the image above.



Additional Colors

White
JN327HWW

Black
JN327HBB

Bisque
JN327HCC

APPROXIMATE DIMENSIONS (WxHxD)

29 7/8 in x 5 1/2 in x 17 1/2 in x [See full dimensions](#)

Non-Vented Effectively filters smoke and vapors through the hood's filtration system

Variable 2 Speed Fan Control Powerful variable speed exhaust system effectively pulls smoke and vapors out of the kitchen

Cooktop Light Provides light to illuminate cooking surface below hood

Removable grease filter Durable filters can be removed for easy cleaning and maintenance

LITERATURE & MANUALS

- [Quick Specs](#)
 - [Use and Care Manual](#)
 - [Installation Instructions](#)
 - [CAD Manual](#)
 - [UPC Code](#)
 - [View Photo Gallery](#)
- All Documents are PDF files. You will need [Adobe Acrobat® Reader®](#) to view.

SEE COMPLETE PRODUCT DETAILS

- [Appearance](#)
- [Economical / Quiet](#)
- [Features](#)
- [Warranty](#)
- [Weights & Dimensions](#)

- APPEARANCE

Color Appearance White on White

[hide appearance](#)

- ECONOMICAL / QUIET

Venting Type Recirculating
Non-Vented Yes

[hide economical / quiet](#)

- FEATURES

Fan Controls Rocker
Cooktop Lighting Incandescent
Light Controls On/Off
Removable Grease Filter (s) Carbon
Fan Speed Control 2-Speed

[hide features](#)

- WARRANTY

Labor Warranty Limited 1-year entire appliance
Parts Warranty Limited 1-year entire appliance
Warranty Notes For models produced on or after January 1, 2006. See written warranty for full details

[hide warranty](#)

- WEIGHTS & DIMENSIONS

Net Weight 19
Approximate Shipping Weight 19
Overall Height 5 1/2
Overall Depth 17 1/2

[hide weights & dimensions](#)

**SEALED BID #20110070
BID ADDENDUM #3**

ADDENDUM ISSUED December 16, 2011

**FURNISH & INSTALL RESIDENTIAL APPLIANCES
FOR THE NEIGHBORHOOD STABILIZATION PROGRAM**

Please make the following changes/modifications to the subject Sealed Bid:

- 1. Disregard the “*Energy Star Rated*” requirement for the range; it is not listed as an Energy Star appliance by the U.S. Environmental Protection Agency.**
- 2. THE BID OPENING DATE AND TIME HAVE BEEN EXTENDED TO DECEMBER 22, 2011 @ 3:00 P.M.**

All remaining terms and conditions of the original bid shall remain unchanged.

Instructions to Bidder:

Each bidder must acknowledge receipt of any addenda on the Bid Reply Sheet in order to have his/her bid accepted.

**SEALED BID #20110070
BID ADDENDUM #2**

ADDENDUM ISSUED December 9, 2011

**FURNISH & INSTALL RESIDENTIAL APPLIANCES
FOR THE NEIGHBORHOOD STABILIZATION PROGRAM**

Please make the following changes/modifications to the subject Sealed Bid:

**The bid opening date and time is hereby changed to December 15, 2011 @
3:00 p.m.**

Questions and Answers

Q1. Found the area for the pricing and models but nowhere to add deliver, installs, cords, etc. There's not an equal way to add all the installs and deliver to each item considering we deliver some items 1 or 2 only not full packages, please advise where to add additional lines.

A1. The bid sheet has been revised to remove "including delivery and installation" from the Unit Price. Items 5.4 provides for a price to deliver and install the refrigerator, range and range hood. Item 5.5 provides for a price to deliver and install the dishwasher. Delivery of one, two, three items at the same time shall be charged one delivery fee. See attached Revised Bid Reply Sheet.

Q2. Can you please verify that it is to be an EnergyStar range hood?

A2. Delete the *Energy Star Rated* requirement for the range hood. Please note that this has been struck through on the attached Revised Bid Reply Sheet.

Q3. We don't typically install the dishwasher and range. Will we be required to install these items? Normally the builders or remodeler would have the install in his/her scope of work.

A3. Installation is required. We arrange for appliances separately from the contractor performing the repairs.

In most cases, the homes will be pre-wired for the electrical. If additional electrical is needed, then the electrician will be responsible for the wiring.

The dishwasher will require some plumbing connections and that is why it is a separate line item for the delivery and installation fee on the attached Revised Bid Sheet.

REVISED BID SHEET IS ATTACHED.

All remaining terms and conditions of the original bid shall remain unchanged.

Instructions to Bidder:

Each bidder must acknowledge receipt of any addenda on the Bid Reply Sheet in order to have his/her bid accepted.

Revised Bid Reply Sheet
Bid # 20110070

Furnish & Install Residential Appliances for the Neighborhood Stabilization Program

1. **COMPANY NAME:** _____

DIVISION OF: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: () _____ FAX NO. () _____

CONTACT PERSON: _____ E-MAIL: _____

2. **ORGANIZATIONAL PROFILE:** (complete all appropriate information)

Is the firm incorporated? Yes--No If yes, in what state? _____

President

Vice President

Treasurer

How long in present business: _____ How long at present location: _____

Is firm a minority business: Yes--No; Does firm have a drug-free workplace program: Yes--No
If no, is your company planning to implement such a program? _____

3. **ADDENDUM ACKNOWLEDGMENT** - Bidder acknowledges that the following addenda have been received and are included in its proposal/bid:

Addendum Number	Date Issued

4. **VENDOR'S LIST** - If your company offers commodities other than the one specified for this bid, and you wish to be put on the vendor's list, please contact Onvia DemandStar.com at (800) 711-1712. Bid Tabulation Reports are advertised on the City's Web Site at www.Cityofpsl.com.

BID RESPONSE:

5.1 Bidder will / will not accept the Purchasing Card (Visa).
 (please circle one)

5.2 Percentage of discount when payment is made with Visa: _____ %

5.3 Price Schedule:

Description	Brand & Model No.	Unit Price	Disposal Fee
<p>Energy Star Rated Refrigerator, 18 cubic feet, frost free, 2 adjustable shelves minimum, , top freezer model, choice of 3 colors (white, bone or black), 5-yr. warranty on compressor, cords included.</p>		White \$ _____ Bone \$ _____ Black \$ _____	\$ _____
<p>Energy Star Rated Range, electric, free standing with anti-tip bracket, conventional, 30 inch wide, 2 large burners, 2 small burners, window in oven door, storage drawer below, self-cleaning, oven light, cord included, choice of 3 colors (white, bone & black).</p>		White \$ _____ Bone \$ _____ Black \$ _____	\$ _____
<p>Range Hood, electric, 30 inch wide, duct free, under cabinet style, 2 minimum speed exhaust fan, separate light, energy star rated, mitered side and hemmed bottom edge for safety & easy cleaning (no sharp edges), choice of 3 colors (white, bone, & black).</p>		White \$ _____ Bone \$ _____ Black \$ _____	\$ _____
<p>Energy Star Rated Dishwasher, 24 inch built-in; electronic, sound insulation, energy star rated, minimum 4 wash cycles and 8 wash settings, adjustable rack heights, delayed start option, cord included, choice of 3 colors (white, bone, & black).</p>		White \$ _____ Bone \$ _____ Black \$ _____	\$ _____

- 5.4 Delivery and Installation fee for the Refrigerator, Range & Range Hood: \$ _____
- 5.5 Delivery and Installation fee for Dishwasher: \$ _____
- 5.6 Delivery and Installation ARO (after receipt of order): \$ _____
calendar days

The City makes no guarantee as to the actual quantity of appliances ordered during the Contract period.

6. **INSURANCE CERTIFICATES**- Bidders are required, in accordance with Section 4, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they **currently maintain**.

7. **COMPLETION OF FORM** - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Bidder. The City reserves the right to hold proposals for a period not to exceed 90 days after the date of the bid opening stated in the Invitation to Bid before awarding the Contract. Contract award constitutes the date that City Council executes the motion to award the bid.

8. **CONTRACT** – Bidder(s) agrees to comply with all requirements stated in the specifications for this bid.

9. **CERTIFICATION**

This bid is submitted by: Name (print) _____ who is an officer of the above firm duly authorized to sign bids and enter into Contracts. I certify that this bid is made without prior understanding, Contract, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I 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 bid.

Signature Date

10. **Bidder has read and accepts the terms and conditions of the City's standard Contract:**

Signature Title

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

(seal)

BID ADDENDUM #1

**SEALED BID #20110070
ADDENDUM ISSUED November 28, 2011**

**FURNISH & INSTALL RESIDENTIAL APPLIANCES
FOR THE NEIGHBORHOOD STABILIZATION PROGRAM**

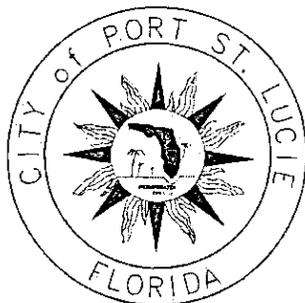
Please make the following changes/modifications to the subject Sealed Bid:

**THE DUE DATE AND TIME FOR THIS BID IS HEREBY CHANGED TO
DECEMBER 13, 2011 @ 3:00 P.M.**

All remaining terms and conditions of the original bid shall remain unchanged.

Instructions to Bidder:

Each bidder must acknowledge receipt of any addenda on the bid Reply Sheet in order to have his/her bid accepted.



CITY OF PORT ST. LUCIE

SEALED BID #20110070

**FURNISH & INSTALL RESIDENTIAL APPLIANCES
FOR THE
NEIGHBORHOOD STABILIZATION PROGRAM**

Prepared By:
Helen Quintana, CPPB
Office of Management & Budget
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
772-871-5221

INVITATION TO BID

Sealed Bid #20110070 to Furnish and Install Residential Appliances in the foreclosed homes purchased 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, Building "A" of the Municipal Complex located at 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984-5099, on **October _____ at 3:00 PM.**

The Federal Government has issued various grants to the City of Port St. Lucie for the Neighborhood Stabilization Program. This program 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 which, if any, appliances are required. The Appliance Company shall deliver, furnish and install appliances for the price submitted in the Bid Reply Sheet. Some of the residences may have the appliances replaced, in which case, the existing appliance will need to be disposed of by the Appliance Company. This bid does not guarantee any appliance will be purchased. The Appliance Company must have been in the appliance industry for a minimum of five (5) years. **The City will not accept any Frigidaire brand appliances.**

All bids must be received by the date and time specified above, when they will be opened and publicly read aloud. The bid time must be and shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered. Such bids will be returned to the vendor unopened. It is the sole responsibility of the Bidder(s) to ensure that his or her bid reaches the Office of Management and Budget on or before the closing date and time. The City shall in no way be responsible for delays caused by any other occurrence.

Each Bidder(s) must deposit with his/her bid, a bid bond, or bid guaranty, in the amount of one thousand (\$1,000.00) dollars, made payable to the City of Port St. Lucie. **Personal or company checks are not accepted.**

The City reserves the rights to waive irregularities, reject and/or accept any and all bids, in whole or in part, or take such other action as serves the best interests of the City. It is the Bidder's responsibility to insure that bids are received in the Office of Management & Budget prior to the date and time specified above. Receipt of a bid in any other City office does not satisfy this requirement.

CAUTION

Bidders should take caution if United States mail or mail delivery services are utilized for the submission of bids. Internal mail distribution in City Hall frequently does not occur prior to 2:00 pm. It is suggested that you mail your response in adequate time to assure that it will arrive on the day prior to the closing date.

SPECIFICATIONS
SEALED BID #20110070

**Furnish & Install Residential Appliances
for the Neighborhood Stabilization Program (NSP)**

OVERVIEW

The City of Port St. Lucie desires to obtain bids from qualified individuals, firms, and legal entities relative to furnishing, installing and disposing of residential appliances for the Neighborhood Stabilization Program (NSP). The Federal Government has issued a Grant to the City of Port St. Lucie for the Neighborhood Stabilization Program. This program will allow the City to purchase foreclosed properties in targeted areas and rehabilitate each of them for resale. Once the properties have been identified and purchased, some of the appliances may need to be replaced. The number of appliances may vary from one at a time to multiples at a time. The appliances identified for this bid are ranges, range hoods, refrigerators and dishwashers. However, the City does not guarantee any appliances will be purchased under this contract. **The City will not accept any Frigidaire Appliances.**

The Contract period will be for twenty-four (24) months with _____ automatic renewals until the NSP program is complete, or the contract is cancelled or rebid. Upon each twenty-four month period the Contract will allow for mutually agreed upon economic adjustments in pricing up or down. Any adjustments in pricing will be mutually agreed upon and will remain in effect for each twenty-four (24) month period.

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

INTENT

It is the intent of the City to enter into a contract with one Vendor to provide new energy star rated appliances in the selected foreclosed properties. All appliances are to be the latest models, first quality, clean and free from defects and carry a one year manufacturer's warranty from the date of installation. All refrigerators are to include a five (5) year warranty on the compressor. All appliances are to be delivered and installed complete with proper cords and manufacturer's standard manual containing operating and maintenance instructions. Any existing appliances shall be disposed of by the selected appliance company. **The City will not accept any Frigidaire appliances.**

1. GENERAL REQUIREMENTS

1.1 Invitation to Bid - All requirements contained in the Invitation to Bid are hereby incorporated in this specification.

1.2 Cost of Preparation of Bid - The City will not be responsible for any cost incurred by any Bidder in the preparation of his/her bid.

1.3 Examination of Drawings and Contract Documents - Bidders shall thoroughly examine these specifications and all other drawings, documents or other materials referred to herein and conduct such investigations to thoroughly inform them regarding existing facility, personnel and other conditions relative to compliance with this specification. No plea of ignorance by the Bidder of conditions that exist or may

Furnish & Install Residential Appliances for the NSP Program

hereafter exist, as a result of failure or omission on the part of the Bidder to make said investigations, and/or failure to fulfill in every detail the requirements of this specification and documents promulgated therein, will be accepted as a basis for varying the requirements of the City or the compensation of the selected Bidder(s).

1.4 Bid Security Bond: All Bids shall include a Bid Security payable to the City of Port St. Lucie, Florida, in the amount of one thousand (\$1,000.00) dollars. Security shall be either certified check, cashier's check, Irrevocable Letter of Credit from a solvent national or state bank, or Bid Bond issued by a Surety licensed to conduct business in the State of Florida. Surety shall have a rating of A or A+ by "Best's Rating Guide".

The selected Bidder's security will be retained until execution of the Contract. The City will retain the remaining Bidders' security until a Contract has been executed, or until ninety (90) calendar days after the bid opening date, whichever is shorter.

1.5 Award of Contract – The City shall take measures as deemed necessary to determine the ability of the Bidder to perform the obligations of the Contract.

The award date is the date that City Council executed the motion to award the bid(s) regardless of the date bidder received the notification of award. Notification of the award may be given by e-mail, facsimile, U.S. mail system, courier, or on the web site.

1.6 Qualifications - Bidders shall have the necessary organization, experience, capital, and equipment to carry out the provisions of the Contract to the satisfaction of the City. Bidders will submit all required licenses and certifications required to perform this project with the bid reply.

1.7 Award of Contract - The City shall take measures as deemed necessary to determine the ability of the Bidder to perform the obligations of the Contract. The City may reject any bid where an investigation of the available information indicates a Bidder is not the most qualified to perform the obligation of the Contract. The City may require a Bidder to furnish additional statements of qualifications.

The bid shall be awarded based on the lowest responsible, responsive bidder with consideration for Section 3 and/or Vicinity Hiring Certification as follows:

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.

Furnish & Install Residential Appliances for the NSP Program

- 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.

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:
- b) 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.
- c) To ensure compliance with NSP3 vicinity hiring the City shall give preference for this award to Contractors who live in the above described area and has been certified by the Vicinity Hiring Certification.
- d) Credit for contractors 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 from any responsible bidder. All other evaluation criteria remain unchanged. If contractor is certified under Section 3 and Vicinity Hiring, the total credit is limited to not more than 7% higher than the total bid price of the lowest responsive bid from any responsible bidder.
- e) 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.

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 NSP3. Information sheets are located in the respective areas.

1.8 Question and Answer Session – The City reserves the right to request a Formal Question and Answer Session during the Post Bid process to assist in evaluating the bids, if needed.

1.9 OSHA Compliance - Bidders must agree that the products furnished and application methods will comply with applicable provisions of the Williams-Steiger Occupational Safety and Health Act of 1970.

1.10 Submittal of Bid - Unless otherwise provided herein, all bids shall be submitted by completing and returning the original Bid Reply Sheet, four (4) hard copies, and any other documentation, which is required by this bid. The Bid Reply Sheet must be typed or printed and manually signed in ink, and include the total of bid.

NOTE: Bidders shall submit one (1) unbound original and four (4) copies of the required bid documents. The documents must be returned in an envelope marked with the vendor's name, bid number, title of bid, and date and time of opening on the outside of the envelope. Responses by telephone, telegram or facsimile shall not be accepted.

Recap of bid submittal

1. Request Bid Specifications from DemandStar.
2. Complete company information on Bid Reply Sheet.
3. Enter total price on Bid Reply Sheet for each appliance.
4. Sign the Bid Reply Sheet.
5. Return the Bid Reply Sheet and four (4) copies in an envelope marked with the bid number, title of bid, date and time of opening, and the vendor's name on the outside of the envelope.

1.11 Timeliness of Submittal - All bids must be received by the date and time specified above, when they will be opened and publicly read aloud. The bid time must be and shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered. It is the sole responsibility of the Bidder to ensure that his or her bid reaches the Office of Management and Budget (located on the 3rd Floor, Suite 390, of Building "A") on or before the closing date and time. The City shall in no way be responsible for delays caused by any occurrence.

1.11.1 Right to Reject - The City reserves the right to waive irregularities, reject and/or accept any and all bids, in whole or in part, to solicit and re-advertise for new bids, abandon the project in its entirety, or take other such action as serves the best interests of the City.

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

1.11.3 Checklist - Bidders are requested to return the attached Checklist that is contained in the bid package with the Bid Reply Sheet.

1.12 Payment Terms - Invoices shall be submitted once a month, by the 10th of the month and payments shall be made within thirty - (30) days from receipt of an acceptable invoice, unless Supplier has chosen to use the Purchasing Card. Cash discounts for using the Purchasing Card will be considered when evaluating bids. All invoices and correspondence relative to this Contract must contain the Contract number, Purchase Order number and VISA account number (if accepting payment by Visa). Partial Release of Liens from all contractors, subcontractors, suppliers for materials and sub-sub contractors are to be attached to each invoice.

Liquidated Damages: Provisions for liquidated damages are set forth in the Contract.

The Supplier shall not be paid additional compensation for any and/or loss, 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 performance of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

PLEASE NOTE

The City has implemented a **Purchasing Card Program**. The selected Bidder(s) can take advantage of this program and in consideration receive payment within several days instead of the City's policy of Net 30 Days After Receipt of Invoice (ARI). Any percentage off the bid price for the acceptance of

Visa will be considered in the bid award. If no such percentage is given, the City shall assume 0% discount applies. Retainage can be negotiated if the Purchasing Card is used for payment.

Bidders are requested to state on the Bid Reply Sheet if they will honor the VISA Purchasing Card. In the event of failure on the part of the Bidder to make this statement the City shall assume the purchase or Contract price shall be governed by the Net 30 ARI.

1.13 The selected Bidder(s) will be required to file a **W-9 Taxpayer Identification Form** with the City. This form must be submitted and received by the City's Finance Department before payment can be authorized.

1.14 Execution of Contract or Purchase Order – The selected Bidder(s) will be required to execute a Standard City Contract (an example is included in this bid) within ten (10) days after notification by the City that the Contract is available and thereafter comply with the terms and conditions contained therein. No Contract shall be considered binding upon the City until all parties have properly executed it.

NOTE: The selected Bidder(s) will be required to accept the terms and conditions of the City's Contract as provided in this proposal. If Bidder cannot accept these terms and conditions do not submit a bid.

1.15 Contract Time: The Contract Period will be twenty four months with automatic extensions unless amended, cancelled or rebid. The selected Bidder(s) will be required to commence work under this contract as needed upon notification within ten (10) calendar days. In the event all work required in the bid specifications has not been completed by the specified date, the selected Bidder(s) agrees to provide work as authorized by the Project Supervisor until all work specified in the bid specifications has been rendered.

1.16 Failure to Execute Contract – Failure on the part of the selected Bidder(s) to execute the Contract as required may be justification for the annulment of the award.

1.17 Subcontracting or Assigning of the Contract – The selected Bidder(s) 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 Bidder shall list all subcontractors, identify the tier level and identify the type of work provided by the suppliers in the area provided on the Bid Reply Sheet.

1.18 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 bid on a Contract to provide any goods or services to a public entity, may not submit a bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to 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.

1.18.1 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 of real property to a public entity, may not award or perform

Furnish & Install Residential Appliances for the NSP Program

work as a Contractor, supplier, subcontractor, or consultant under Contract with any public entity, and may not transact business with any public entity.

1.19 City's Public Relations Image – The selected Bidder'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 Bidder(s) involved in the execution of work that is deemed to be conducting him/herself in an unacceptable manner shall be removed from the project at the request of the City Manager, or his/her designee.

1.20 Tie Bid Statement - Identical tie bids, in accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the City for the procurement of commodities or Contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Please submit the form that is enclosed with your bid response.

1.21 Cooperative Purchasing Agreement - This bid 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. The selected Bidder(s) may agree to allow other public agencies the same items at the same terms and conditions as this bid, during the period of time that this bid is in effect. Each political entity will be responsible for execution of its own requirements with the selected Bidder(s).

1.22 Permits – The selected Bidder(s) 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 with the requirements of said legislation.

1.23 Familiarity with Laws – The selected Bidder(s) 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 Bidder will in no way relieve him from responsibility. Proposers will submit all proposals in compliance with the 28 C.F.R. § 35.151.

1.24 Damage to Property – The selected Bidder(s) 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 selected Bidder(s), it shall be immediately restored to a condition equal to or better than existing before such damage or injury was done by selected Bidder(s), and at selected Bidder(s) expense. The selected Bidder'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. SPECIAL REQUIREMENTS

2.1 Safety Precautions - The selected Bidder(s) shall erect and maintain all necessary safeguards for the protection of the selected Bidder's employees and subcontractors, City personnel, and the general public; including, but not limited to, posting danger signs, and other warnings against hazards as is prudent and/or required by law to protect the public interest. All damage, injury or loss to persons and/or property caused, directly or indirectly, in whole or in part, by the selected Bidder's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the selected Bidder(s).

2.2 Discrepancies - If, in the course of performing work resulting from an award under this specification, the selected Bidder(s) finds any discrepancy between the area defined in these specifications and the actual area where work is being performed, the selected Bidder shall discontinue work on the subject area and inform the Project Supervisor of the discrepancy. The selected Bidder(s) shall thereafter proceed as authorized by the Project Supervisor who will document any modification to these specifications that he/she authorized in writing as soon as possible and direct the selected Bidder(s) as necessary.

2.3 Suspension of Work - The City may at any time suspend work on the entire job or any part thereof by giving three (3) calendar days written notice, signed by the Project Supervisor, to the selected Bidder(s). The selected Bidder(s) shall resume the work within three (3) calendar days after a written notice to resume work, signed by the Project Supervisor, and is issued to the selected Bidder(s).

2.4 Emergencies - In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the selected Bidder(s), or his designee, without special instruction or authorization from the City, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. In the event such actions are taken, selected Bidder(s) shall promptly give to the Project 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 Project Supervisor a written authorization signed by the Project 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 selected Bidder(s).

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

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 - All products furnished by the selected Bidder(s) shall be supplied with all warranties and guarantees of the manufacturer. All products must be warranted by the selected Bidder(s) to be new, latest model, first quality, clean and free of defects from any defects, and carry the manufacturer's warranty for a period of not less than one (1) year; said period to commence upon the date products are installed, or accepted by the City, whichever last occurs. All refrigerators shall carry a five (5) year warranty on the compressor.

2.7.1 Repair or Replacement - Should any defect appear during this period, the selected Bidder(s) shall, at their expense, have repaired or replaced such item 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 Delivery - Unless actual date or delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in the space provided on the Bid Reply Sheet.

2.9 Standard Production Items - All products offered must be standard production items that have been available to the trade for a period of not less than two (2) years and are expected to remain available in future years.

3. SPECIFIC REQUIREMENTS

3.1 Scope of Work: - Each residence selected for the Neighborhood Stabilization Program may require the replacement of some of the appliances. All appliances needed shall include the delivery, delivery fee and installation. A separate price will be needed for the disposal of any existing appliances that may be in the selected foreclosure properties. All appliances are to be in new condition, the latest model, first quality, clean and free from any defects and carry the manufacturer's warranty for one (1) year after the installation. Each appliance shall be furnished with the manufacturer's standard manual containing operating and maintenance instructions. Deliveries shall be made within thirty (30) calendar days after receipt of order. The City does not guarantee any amount of work under this contract. **No Frigidaire brand appliances will be accepted.**

3.1.1 Appropriate brochures, catalogs and specifications are to be furnished with detailed information for each product being offered.

3.2 Interpretation of the Approximate Quantities - The Bidder's attention is called to the fact that any estimate of quantities of work to be done and materials to be furnished under the specifications as shown on the proposed form, or elsewhere, is approximate only and not guaranteed. The City does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities or of the character, location of the work, or other condition pertaining thereto.

3.3 Execution of Contract - After the recipient of an award has been determined and necessary approvals obtained, the City will prepare a formal Contract to be executed by the parties. The Contract will be in

Furnish & Install Residential Appliances for the NSP Program

substance the same as the Contract given to the Bidders with these Specifications. The selected Bidder(s) shall execute the Contract, deliver the required Insurance Certificates and policies, and other documentation within (ten) 10 days after notification that the Contract is available.

3.4 Failure to Execute - The failure on the part of the selected Bidder(s) to execute the Contract and/or deliver the required Insurance Certificates and other documentation within the specified time frame will be cause for the annulment of the award.

3.5 Delivery Requirements - Deliveries pursuant to this Contract are to be made to the selected foreclosure properties within thirty (30) calendar days. All items are to be designated for inside delivery. Deliveries are received at the selected locations between the hours of 9:00 am and 3:00 pm. All delivery tickets must have an authorized signature by City personnel accepting the delivery.

3.6 Cleanup and Disposal of Debris - During the course of the work the selected Bidder shall keep the site of their operations in as clean and neat a condition as is possible. They shall dispose of all residue/debris resulting from the work and, at the conclusion of the work shall remove and haul away any surplus, equipment, temporary structures and any other debris remaining from the operations, and shall leave the entire site of the work in a neat and orderly condition.

4. INSURANCE REQUIREMENTS - Bidders are required to submit a copy of their **current** insurance certificates with the Bid Reply Sheet. The Supplier selected for award of the contract shall maintain insurance coverage reflecting the minimum amounts and conditions required by the City as set forth in the attached "**Sample Contract**".

Bid Reply Sheet
Bid # 20110070

Furnish & Install Residential Appliances for the Neighborhood Stabilization Program

1. **COMPANY NAME:** _____
DIVISION OF: _____
PHYSICAL ADDRESS: _____
MAILING ADDRESS: _____
CITY, STATE, ZIP CODE: _____
TELEPHONE NUMBER: () _____ FAX NO. () _____
CONTACT PERSON: _____ E-MAIL: _____

2. **ORGANIZATIONAL PROFILE:** (complete all appropriate information)

Is the firm incorporated? Yes--No If yes, in what state? _____

President

Vice President

Treasurer

How long in present business: _____ How long at present location: _____

Is firm a minority business: Yes--No; Does firm have a drug-free workplace program: Yes--No
If no, is your company planning to implement such a program? _____

3. **ADDENDUM ACKNOWLEDGMENT** - Bidder acknowledges that the following addenda have been received and are included in its proposal/bid:

Addendum Number	Date Issued

4. **VENDOR'S LIST** - If your company offers commodities other than the one specified for this bid, and you wish to be put on the vendor's list, please contact Onvia DemandStar.com at (800) 711-1712. Bid Tabulation Reports are advertised on the City's Web Site at www.Cityofpsl.com.

BID RESPONSE:

5.1 Bidder will / will not accept the Purchasing Card (Visa).
 (please circle one)

5.2 Percentage of discount when payment is made with Visa: _____ %

5.3 Price Schedule:

Description	Brand & Model No.	Unit Price including Delivery, Installation	Disposal Fee
Refrigerator, 18 cubic feet, frost free, 2 adjustable shelves minimum, energy star rated, top freezer model, choice of 3 colors (white, bone or black), 5-yr. warranty on compressor, cords included & delivery including installation.		White \$ _____ Bone \$ _____ Black \$ _____	\$ _____
Range, electric, free standing with anti-tip bracket, conventional, 30 inch wide, 2 large burners, 2 small burners, window in oven door, storage drawer below, self-cleaning, oven light, cord included, choice of 3 colors (white, bone & black), delivery & installation.		White \$ _____ Bone \$ _____ Black \$ _____	\$ _____
Range Hood, electric, 30 inch wide, duct free, under cabinet style, 2 minimum speed exhaust fan, separate light, energy star rated, mitered side and hemmed bottom edge for safety & easy cleaning (no sharp edges), choice of 3 colors (white, bone, & black), delivery & installation.		White \$ _____ Bone \$ _____ Black \$ _____	\$ _____
Dishwasher, 24 inch built-in, electronic, sound insulation, energy star rated, minimum 4 wash cycles and 8 wash settings, adjustable rack heights, delayed start option, cord included, choice of 3 colors (white, bone & black), delivery & installation with manufacturers one-year warranty.		White \$ _____ Bone \$ _____ Black \$ _____ Black \$ _____	\$ _____

5.4 Number of calendar days to furnish and install appliances after receipt of order: _____
calendar days

The City makes no guarantee as to the actual quantity of appliances ordered during the Contract period.

6. **INSURANCE CERTIFICATES** - Bidders are required, in accordance with Section 4, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they **currently maintain**.

7. **COMPLETION OF FORM** - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Bidder. The City reserves the right to hold proposals for a period not to exceed 90 days after the date of the bid opening stated in the Invitation to Bid before awarding the Contract. Contract award constitutes the date that City Council executes the motion to award the bid.

8. **CONTRACT** - Bidder(s) agrees to comply with all requirements stated in the specifications for this bid.

9. **CERTIFICATION**

This bid is submitted by: Name (print) _____ who is an officer of the above firm duly authorized to sign bids and enter into Contracts. I certify that this bid is made without prior understanding, Contract, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I 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 bid.

Signature

Date

10. **Bidder has read and accepts the terms and conditions of the City's standard Contract:**

Signature

Title

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

(seal)

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

**CITY OF PORT SAINT LUCIE
CONTRACT #20110070**

This CONTRACT, executed this _____ day of _____, 2009, 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 Supplier, address, Telephone No. () _____ Fax No. () _____*, hereinafter called "Supplier", party of the second part.

RECITALS

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

PROJECT SUPERVISOR

As used herein the Project Supervisor shall mean _____, Community Services Department, at (772) 871-5264, or her designee.

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

The specific appliances that the Supplier has agreed to provide pursuant to the Bid Specifications #20110070 to Furnish & Install Residential Appliances for the Neighborhood Stabilization Program are hereby incorporated by this reference and made a part of the Contract Documents.

**SECTION II
TIME OF PERFORMANCE**

Contract period shall commence upon _____ for a period of twenty-four (24) months and shall continue with automatic extensions unless amended, cancelled or rebid. Upon each twenty-four month period the Contract will allow for mutually agreed upon economic adjustments in pricing up or down. In the event all work required in the Bid has not been completed by the specified date for each event, the Supplier 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 Supplier for each appliance is as follows:

- Refrigerator: \$ _____ each
- Range: \$ _____ each
- Range Hood: \$ _____ each
- Drier \$ _____ each

Payments will be made within thirty (30) days of receipt of Supplier's invoice provided the Project Supervisor approves invoice as provided in Section IX.

The Supplier shall not be paid additional compensation for any loss, 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 performance of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

Invoices for services shall be submitted once a month, by the 10th of the month, and payments shall be made within thirty (30) days unless Supplier has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Monthly invoices shall list all the residences inspected in the prior month with a copy of each comprehensive report. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and approved by Project Supervisor as provided in Section IX.

No payment for projects involving improvements to real property shall be due until Supplier delivers to the City a complete release of all claims arising out of the contract or receipts in full in lieu thereof, an affidavit on his personal knowledge that the releases and receipts include labor and materials for which a lien could be filed and complete releases of liens from all sub-contractors used.

All invoices and correspondence relative to this contract must contain the purchase order number and contract number.

SECTION IV CONFORMANCE WITH BID

It is understood that the materials and/or work required herein are in accordance with the bid made by the Supplier pursuant to the Invitation to Bid and the Specifications on file in the Office of Management and Budget of the City. All documents submitted by the Supplier 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

Bidders are required to submit a copy of their current insurance certificates with the Bid Reply Sheet. The Bidder shall maintain insurance coverage reflecting the minimum amounts and conditions required by the City as follows:

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain 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 immunity pursuant to Florida Statutes, Section 768.28 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, 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.

Furnish & Install Residential Appliances for the NSP Program

The Bidder including any and all independent contractors and subcontractors utilized must comply with the insurance requirements as outlined below. It shall be the responsibility of the Bidder to insure that all independent contractors and subcontractors comply with these requirements. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the City shall not accept claims-made policies. Specific endorsements as well as increased limits of liability may be requested depending upon the type and scope of work to be performed. All insurance must be acceptable by and approved by the City as to form and types of coverage. Coverage outlined below shall apply on a primary and non-contributory basis.

5.1 Indemnification – The Bidder 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 Bidder and all persons employed or utilized by the Bidder in the performance of the Contract. As consideration for this indemnity provision the Bidder shall be paid the sum of \$10.00 (ten dollars), which will be added, to the Contract price and paid prior to commencement of work.

5.2 Workers Compensation - The Bidder 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.

5.3 Business Auto Policy - The Bidder shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for any auto, owned, non-owned and hired automobiles. In the event, the Bidder does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Bidder 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 list the City as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

5.4 Commercial General Liability - 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 aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

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

Furnish & Install Residential Appliances for the NSP Program

included. Coverage is to include a cross liability or severability of interest's provision as provided under the standard ISO form separation of insurer's 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.

5.5 Additional Insured Requirements - Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policy 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 for Contract #20110070 to Furnish and Install Residential Appliances for the Neighborhood Stabilization Program**". The policy shall be endorsed to grant the City of Port St. Lucie thirty (30) days notice of, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable 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 Bidder shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City.

5.6 Waiver of Subrogation - The bidder 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 agreement to waive subrogation without an endorsement then bidder 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 bidder enter into such an agreement on a pre-loss basis.

5.7 Subcontractors - It shall be the responsibility of the Bidder to insure that all subcontractors comply with the same insurance requirements referenced above.

5.8 Deductible Amounts - All deductible amounts shall be paid for and be the responsibility of the Bidder for any and all claims under this Contract.

5.9 Certificate(s) of Insurance - Immediately following notification of the award of this Contract, Bidder shall agree to deliver to the City a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Bid have been obtained and are in full force and effect. Such Certificate(s) of Insurance and policy shall unequivocally provide a minimum thirty (30) day written notice to the City prior to cancellation, non-renewal or adverse change of coverage. In the "Description of Operations ..." Certificate shall list Contract #20110070 to Furnish and Install Residential Appliances for the Neighborhood Stabilization Program".

5.10 Umbrella or Excess Liability - The Bidder may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, or 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 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 Supplier 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 or his 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.

**SECTION VIII
COMPLIANCE WITH LAWS**

The Supplier shall give all notices required by and shall otherwise comply with all applicable laws, ordinances and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and work done are to comply with all local, state and federal laws and regulations.

**SECTION IX
INSPECTION AND CORRECTION OF DEFECTS**

In order to determine whether the required work performed and/or materials delivered in accordance with the terms and conditions of the Contract documents, the Project Supervisor shall make inspection as soon as practicable after receipt from the Supplier of a Notice of Performance. If such inspection shows that the required work performed in accordance with terms and conditions of the Contract documents and that work is entirely satisfactory, the Project Supervisor shall approve the invoice when it is received. Thereafter the Supplier shall be entitled to payment, as described in Section III. If, on such inspection the Project Supervisor is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. The Supplier shall then be afforded an opportunity if desired by him, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Supervisor. Such examination, inspection, or tests made by the Project Supervisor, shall not relieve Supplier of its responsibility to remedy any deviation, deficiency, or defect.

**SECTION X
ADDITIONAL REQUIREMENTS**

Furnish & Install Residential Appliances for the NSP Program

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 this Contract and Specifications herein referenced shall rule. If there is a conflict between the Contract and specifications, the Contract will rule.

SECTION XI LICENSING

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

SECTION XII SAFETY PRECAUTIONS

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

SECTION XIII ASSIGNMENT

The Supplier shall not delegate, assign or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City.

SECTION XIV TERMINATION, DELAYS AND LIQUIDATED DAMAGES

A. Termination of Contract. If the Supplier 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 Supplier, may terminate Supplier'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 Supplier and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work. The City may also in event of termination obtain undelivered materials, by Contract or otherwise, and the Supplier and his sureties shall be liable to the City for any additional cost incurred for such material. The Supplier 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 Supplier'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 necessary therefore.

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time stipulated 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 Supplier shall provide to the City one hundred dollars (\$100.00) as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed and accepted by the City. The Supplier and his sureties shall be jointly and severally liable to the City for the amount thereof.

C. Excusable Delays. The right of the Supplier to proceed shall not be terminated nor shall the Supplier be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1)

Furnish & Install Residential Appliances for the NSP Program

any 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 adverse 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 Supplier, including but not restricted to, acts of God, acts of the public enemy, acts of another Supplier in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes 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 Supplier must promptly notify 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 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 Supplier thirty (30) days notice in writing. Upon delivery of said notice and upon expiration of the thirty (30) day period, the Supplier 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 and no charges, penalties or other costs shall be due Supplier except for work timely completed.

SECTION XV LAW AND VENUE

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 to enforce this Contract shall be in St. Lucie County, Florida.

SECTION XVI REIMBURSEMENT FOR INSPECTION

The Supplier agrees to reimburse the City for any expenditures incurred by the City in the process of testing materials supplied by the Supplier against the specifications under which said materials were procured, if said materials prove to be defective, improperly applied, and/or in other manners not in compliance with specifications. Expenditures as defined herein shall include, but not be limited to, the replacement value of materials destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Supplier from other remedies provided in the Contract.

**SECTION XVII
APPROPRIATION APPROVAL**

The Supplier 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 Supplier 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.

**SECTION XVIII
RENEWAL OPTION**

In the event Contractor offers in writing, 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 and the City agrees that said services are required and that the cost is acceptable, then the City, without additional bidding or negotiation, may, with the mutual agreement of the Supplier, renew this contract at the agreed upon price for additional twenty-four (24) month term(s) with automatic renewals until the NSP program is complete, or the contract is cancelled or re-bid.. The City will not allow contract adjustments, up or down, to exceed 3% in any one, two (2) year period.

NOTE: The Supplier 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 XIX
ENTIRE CONTRACT**

The written terms and provisions of this Contract shall supersede all prior verbal statements of any official or other representative of the City. 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 left intentionally blank

Furnish & Install Residential Appliances for the NSP Program

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)

Please check one:

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 _____, 2009.

Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires _____.

(seal)

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 bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Bidder's Signature

Date

STATEMENT OF NO BID

To: City of Port St. Lucie
Office of Management & Budget
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099

Bid: #20110070

Bid Title: **Furnish and Install Residential Appliances for the Neighborhood Stabilization Program**

We, the undersigned have declined to bid on the subject bid for the following reasons:

- Insufficient time to respond to the Invitation to Bid
- We do not offer this product or service.
- Our schedule would not permit us to perform.
- We are unable to meet specifications.
- We are unable to meet bond requirements.
- Specifications are unclear (Explain below).
- We are unable to meet insurance requirements.
- Other (Specify below).

Remarks: _____

Company Name: _____ Telephone: () _____

Division: _____

Address: _____

Signature: _____ Date: _____

CHECKLIST
SEALED BID #20110070

Furnish & Install Residential Appliances for the Neighborhood Stabilization Program

Name of Bidder: _____

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

_____ Mailing envelope has been addressed to:
City of Port St. Lucie, Office of Management & Budget
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984

_____ Mailing envelope must be sealed and identified with:

- Bidders Name and Address
- Bid Number
- Bid Title
- Bid Opening Date & Time

_____ Drug-Free Workplace Form

_____ Bid Reply Sheet with proper signatures

_____ Price has been thoroughly checked

_____ Each Bid Addendum (when issued) is acknowledged

_____ Copy of Insurance Certificate in accordance with Section 4

_____ Reviewed the Contract and accept all City Terms and Conditions

_____ One (1) original and four (5) copies of required documents (**NO RINGED BINDERS**)

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET