

2010 NIGP Innovations in Public Procurement Award

Applicant

City of Port St. Lucie
Office of Management and Budget
Director: David Pollard
Deputy Director: Cheryl Shanaberger
121 SW Port St Lucie Blvd
Port St Lucie, FL 34984
772-871-5223

Summary

Procurement Collaboration with Stakeholders to Create Innovative Solutions

The US Housing and Economic Recovery Act of 2008 under the Neighborhood Stabilization Program (NSP) awarded the City of Port St Lucie \$13,523,132. The Office of Management and Budget (OMB) in collaboration with the Community Services Department, Risk Management and Building Departments devised a plan of action to reach out to local vendors, encouraging participation in the NSP bid process:

Goals established including reducing the vendor participation cost (refinement of insurance requirements and membership in our document fulfillment company Onvia DemandStar), and to increase local vendor opportunity by encouraging and educating local vendors on the City's bid processes.

16 Training Sessions, 245 Attendees over a 3 month period resulted in adding 76 qualified local vendors for the opportunity to receive work from the City related to the NSP projects, without a local preference policy.

Procurement Collaboration with Stakeholders to Create Innovative Solutions

The City of Port St Lucie (PSL) was awarded an allocation of \$13,523,132 from the Neighborhood Stabilization Program (NSP) authorized by the US Housing and Economic Recovery Act of 2008 (P.L. 110-289). The NSP funds are to acquire, rehabilitate when feasible or demolish blighted, foreclosed and abandoned residential properties, in order to stabilize neighborhoods, with the aim to resell the homes to qualified low and middle income families. Currently, PSL has purchased over 100 homes and expects to purchase 250 homes in total.

The City is utilizing this allocation as the means to help the community by improving the look and quality of life in the neighborhoods with the purchase and repair of the foreclosed homes and also to stimulate the local economy by providing opportunities to various small, local vendors not accustomed to doing business with the City.

PSL Office of Management and Budget (OMB) established several goals; to reduce vendor participation cost, increase local vendor opportunity and encourage and educate local vendors on City bidding process. OMB established a plan of action to streamline the bidding process while using current technology and offer as much opportunity as possible to vendors, while managing the expected great number of resulting bids and E-quotes. Also, OMB worked with the Risk Management Department to modify the insurance requirements for the NSP contractors.

To increase local vendor participation for the NSP homes OMB issued bids for each and (almost) every type of individual trade that would be needed instead of using current City contracts or general contractors. Local vendors were provided an opportunity to submit using a Request for Qualifications process. Qualified vendors then are listed as a vendor of one or more trade groups of which would then be utilized to submit a quote for the individual home when it becomes available. There was no limit to the list of each qualified trade and one ended up with 32 qualified bidders. OMB's intent was to give the maximum number of opportunities to vendors and to enable OMB to handle the great number of quotes that would be required for the expected number of homes purchased and all the possible defects requiring correction.

OMB issued notifications on the City's web site, TV site, DemandStar and at the City's annual Vendor Open House reaching out to local vendors- offering free training on learning how to do business with the City and explaining the NSP Program.

OMB held 16 training sessions for 245 interested vendors over a 3 month period to explain the NSP Program. These training sessions included instruction on how to do business with the City in general and especially how the City would issue bids for the NSP Program. OMB gave the vendors direction on utilizing the City's website in order to locate active contracts as well as information on locating current quotes, regular bids and NSP bid opportunities. Since the NSP bid process would be a bit different than the general bids posted, OMB explained how the NSP bid process would work. These training sessions taught vendors how to understand and respond to a typical NSP Request for Proposal-used to establish qualifications to become a member of a group and the E-Quotes-used to solicit pricing for each location when it became available. Also, explained were the City's NSP insurance requirements and licensing requirements. In these

training sessions, OMB demonstrated to the vendors how we post bids and quotes using Onvia's DemandStar system.

OMB did not wish to increase the overhead costs of doing business of the interested vendors. OMB utilized DemandStar's membership policy which allows a vendor to become a member at no cost, when selecting only one entity from which they will receive bidding/quoting opportunities. No special equipment was required, beyond the vendor(s)' existing office or home computer to submit a quote. At the time of this writing, OMB has issued 30 Requests for Qualifications, including, General Contractors, Hurricane Shutters/Panels, HVAC, Plumbing, Electricians, Garage Doors, Asbestos and Mold Inspections, Mowing & Trimming of NSP lots, Demolition, Debris Removal, Final Clean-up, Appliance Replacements, Flooring and Carpeting, Termite Inspections, Termite Treatments, Painting, Screen Enclosures, Concrete Driveway/Sidewalk repairs, Drywall and Ceilings, Landscaping, Ceramic Tile, Stucco repair, Cabinet repair and replacement and Roofing to establish the members of each group. OMB did not limit the number of qualified vendors in any one particular trade group, with each group containing a varying number of qualified tradesmen dependent upon the number of respondents. Before acceptance into a group, vendor(s)' references and licenses were verified. Upon acceptance, OMB reviewed submitted certificates of insurance for accuracy and then executed master contracts.

PSL's Building Department's certified/licensed inspectors inspect the foreclosed homes before purchase, creating a "laundry" list of items requiring attention. The City's Legal Dept and Community Services work together in the purchase of the homes. Once the City owns the homes, Community Services sends the "laundry list" of items requiring attention to OMB.

OMB, using Onvia DemandStar's available software, created a separate "program" for each trade and had each pre-qualified member apply to the individual program. Once each member completes the DemandStar application process, the program group is established. When OMB receives the inspection report(s), listing needed repairs/replacements, a Contract Specialist creates and posts a separate E-Quote solicitation for each type of needed repair for each home, allowing only those pre-qualified members of the group(s) to respond to the solicitation. Once E-Quotes are reviewed, work is awarded and OMB issues a purchase or VISA order. The E-Quote system notifies the qualified vendor for the trade needed and allows them to provide the quote on-line without submitting any hard copy bid or attending a bid opening. As of this writing OMB has issued over 200 E-Quotes for the individual homes. Some homes, because of the different trades, are requiring 8 or 9 E-Quotes each.

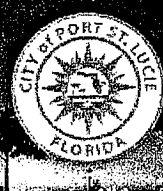
This process has resulted in adding 76 local vendors that have the opportunity to receive work from the City for the NSP program without a local preference policy. OMB also perfected current technology to save both the City and the vendors' funds within the bid process. The City had no additional hard cost only the time and effort spent in creation and implementation of the new process. The end results for the community is stabilized neighborhoods plus stimulation to the local economy.

**2010 NIGP
Innovations in Public Procurement Award**

Section:

1. The Workshop Announcement posted on the City's website
2. Workshop Agenda
3. Workshop Attendance Sheets
4. Request for Qualifications
5. City Council Agenda requesting approval of the award
6. DemandStar NSP Program Member instructions
7. E-Quote for NSP Program Members

1.

Search	About our site Link policy Disclaimer
OFFICIAL WEB SITE <i>City of Port St. Lucie</i> 	
Home Calendar City Council Contact Us Departments Employment E-newsletters Helpful Links	
Office of Management and Budget (772) 871-5223 TDD (772) 873-6339 Annual budget 2009-10 (proposed) Annual budget 2008-09 Annual budget 2007-08 Contracts search Current bid list Doing business with the city Procurement Card Policies and Procedures Manual Purchasing Policy and Procedure Manual Staff Strategic plan Terms and conditions Trim notice information (2009) Vendor Quick Reference Guide Sign up for e-newsletters Enter e-mail address below Go	“Opportunities to do business with the City” offered as ongoing workshops Posted: March 11, 2009 Port St. Lucie's Office of Management and Budget has announced the scheduling of several workshops for vendors interested in working on the rehabilitation of properties under the city's Neighborhood Stabilization Program. The City was recently allocated \$13.5 million by the U.S. Department of Housing and Urban Development for the purchase of foreclosed or abandoned homes. Under this program, HUD requires that the NSP funds be used to acquire, rehabilitate, demolish, and redevelop foreclosed and abandoned residential properties in order to help stabilize neighborhoods. Using local geographical preferences in the city's evaluation of bids or proposals is prohibited under HUD's Neighborhood Stabilization Program. For that reason, both local and out-of-town contractors are welcome to apply. The one-hour workshops will be held in the conference room of the OMB office, located in City Hall, Building A, 121 S.W. Port St. Lucie Blvd. Workshops will be held every Friday until further notice in one-hour sessions. The workshop times are 2 p.m. and 3 p.m. There is no fee for the workshops, but pre-registration is required by e-mailing Gina Jolly at gjolly@cityofpsl.com. <u>Get more information</u> on HUD's program and the requirements that local governments must follow in order to receive funding. For more information, contact: Gina Jolly Office of Management and Budget City of Port St. Lucie (772) 871-5223
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2.

NSP Workshop Agenda

1. Intent of NSP program
2. Purpose of Meeting
3. Demonstrate how to locate and find NSP program information
4. Demonstrate how to locate all City Bids
5. Demonstrate how to locate all City Quotes
6. Demonstrate how to locate all City Contracts
7. Demonstrate how to locate and find NSP bids
8. Discuss NSP Bid process
9. Go through Master Bid Document

Page 1

NSP

Contract Specialist

Page 3

Master Contract

Time period

Inquires

Responses (last page check list)

Page 4

Tentative Schedule

Criteria (Addendum)

Page 8

Proper License

Submit W-9 with bid

Page 10

Sub-contractors

3.4.1- items that need to be submitted with proposal relates to check list

Page 11

Insurance Requirements

Difficult areas- Auto, Additional Insured and Waiver of Subrogation

Page 15

Contract

Compensation

Page 19

Termination, delays & liquidated damages

Page 23

Proposer's Questionnaire

Page 25

Reference Check Form

Page 27

Drug-Free Workplace form

10. Answer Questions

Vendor Appreciation Day 2009, Thursday, March 26, 2009 1-4

Brochures- How to do business with City

Vendor Manual

Demandstar Onvia vendor subscription options

City web site www.cityofpsl.com

Demandstar by Onvia www.demandstar.com of 1 800 711 1712

(Sign up fees for City of Port St. Lucie only is free)

3.

Gina Jolly

Subject: NSP vendors
Start: Fri 3/13/2009 9:00 AM
End: Fri 3/13/2009 11:00 AM
Recurrence: (none)

9:00 JWWA Architects
IRSC-Jose
Howard Ehram
Cornerstone John & pat
Sampson Painting- Leonel

Leon Camarda

Nathan Holt
Gary Wenk
Bob Cosgrove

10:00 Maid Clean- Joan
Pioneer Screens- Jodi
Coast to Coast- Chris
Coast to Coast Dale
Cynthia Wetherington

Excelsior Construction & Roofing

Hennis Construction
Tradewinds-Hannah
Sunrise City CHDO
Crossroads Enviromental
Kenco Communities

	9:00 AM	3/13	Company	Signature
Name				
1 Jose			IRSC	
2 Howard Ehrsam				
3 John			Conerstone	John
4 Pat			Cornerstone	Pat
5 Leonel			Sampson Painting	Leonel
6 Leon Camarda				
7 Nathan Holt				
8 Gary Wenk				
9 Bob Cosgrove				
10 Al Silverman			STUENKOWSKI & CO.	Al Silverman
11 DAVID POYLO			JMWA ARCHITECTS	David Poylo
12 Barbara Goransson			EarthWise Properties	Barbara Goransson
13 RAY G. BOE			LIFESTYLES OF PALM BEACH, INC.	Ray G. Boe
14 Mortgage Related Serv.				
14 DAN LYNCH			Mortgage Related Serv.	Dan Lynch
15 MARCOS SEGURA			Florida Standard Roofing	Marcos Segura
16 David Collins			Lancer Drywall	David Collins
Total		0		

17 L.A. Penson

L.A.L. Construction

c/n

10:00 AM 3/13		Company	Signature
Name			
1	Joan	Maid Clean	Joan Johnson
2	Jodi	Pioneer Screens	
3	Chris	Conerstone	
4	Dale	Coast to Coast	Don Young
5	Cynthia Wetherill	Sampson Painting	Ann Jahn
6		Excelsior Construction & Roofing	C. Wetherill
7		Hennis Construction	ATILE & MARBLE CORP
8	Hannah	Tradewinds	Michael Posibile
9		Sunrise City CHDO	Ernest C. Hennis
10		Crossroads Enviromental	W. J. J. Young
11		Kenco Communitites	J. J. J. Young
12		AMERICAN CONSTR	JENNIFER ACQUARO
	Jim	Precision Paint & Paper	JAY BAILLY
	Fory	Coastal Foreclosure	
	Mike	Mike Porter Const.	Jim LaPanga
	ROY	SOMERCO CONST.	John / Paul Causey
	Bob	Circle Dent of So Fla Inc	CECORGEO (MARTIN)
	Total	0	Bob Decker

JON ECKHART AMERICAN CONSTRUCTION Jon & Eckhart
 DAVE SOUTHWART + ASSOCIATES
 Rod Waller Sunrise City chdo
 Rodwall

3:00 PM 3/20		Company	Signature
Name			
1	Mike Foster	Mike Foster Construction	Mike Foster
2	Jerri	Action Auction	Jerri Cox
3	Ginny	Action Auction	
4	Sharon Brown	Kelly Realty	
5	Tim Deyoung		
6	Allen Hill	Palm Court Homes	
7	Terry Sullivan	America First AC/Heating	
8	Nathaniel Holt		
9	Terry Taylor		
10	Vicki Mathews	Commercial Hospitality	Vicki Mathews
11	Don Tennant	Commercial Hospitality	
12	Dan Gallese	Tilevisions	Dan Gallese
	ROSA REINA	CITY OF PSL	Roseanna
	John Gizzanelli	Atlantic Xteriors inc	John Gizzanelli
	g		
	Total	0	

	2:00 AM	30/20	Company	Signature
	Name			
1	Tom Warner		Tom Warner Custom Woodworking	Tom Warner
2	Allan Kellerman		Kalkell Builders	
3	John Carson		Kalkell Builders	
4	Ken Maurer			
5	Doug		Absolute A/C	
6	John Moriatis			
7	Hugo Moreno		Chuck Enns Construction	H. Moreno
8	John		Walk Soft	
9	Walt Melko			
10	Alan		A & R Propert	Alan Silverman
11	Roberto		A & R Propert	Roberto C. Monarrez
12	Rich Tamkins		Custom Fit. Loust Carpentry LLC	
13	Ben Agler		Agler Tile	Ben Agler
14	Sheldon Dodson		Agler Tile	
			AMERICAN custom DESIGN	
	Total	0		

MICHAEL PALMER ~~WALK SOFT~~ MICHAEL PALMER FLOORING, INC.

Chuck Enns

Richie Tamkins

Gina Jolly

Subject:

NSP workshop

Start:

Fri 3/27/2009 1:30 PM

End:

Fri 3/27/2009 3:30 PM

Recurrence:

(none)

Recurrence Pattern:

every Friday from 2:00 PM to 4:00 PM

2:00

Broker Associate

- ✓ Aberdeen Global
- ✓ Restoremax-Angelo
- ✓ Tim Mehaffey-Mahaffey Const
- ✓ Larry Neese- Mahaffey Const
- ✓ Robert-Jensen Insulation
- Tom Dosko Jensen Insulation
- ✓ Clive Nernon-CLV Home Inspections
- ✓ BH Exteriors-Vaughn Hoskins
- Cameron Matthews- CB Mathews
- ✓ John Foster-Architect A1A
- ✓ Rocco Passero-PVD Development
- ✓ Dennis Welten

3:00

Anthony Heath

- Robert Spada- Champion Construction
- ✓ David Walker- On call maintenance
- ✓ Tara Whitten-Shield of Protection
- Martin Peaks
- Charles Wilson-FI state roofing
- Jim Schulyer-Arctic Breeze
- ✓ Dave Cotton-Sand Dollar Development
- ✓ Jay- Pinnacle South Builders
- Azim Khan-Azim Construction
- Ari Reyes- Real Estate
- ✓ George Edmonds
- Martin Peaks

Scott Kane Prod. Fla.
Bkr. Assoc. Re. H.Y.

Vincent Valicenti &
Lou Cefolin
Associated Builders & Developers

Jim Pobuda
Mehaffey Construction

Jack Nill 772-260-1041
Petersendean Roofing

6.00

1451

7/31/09

Name	Company
Joan + Ralph Johnson	Maid Clean, Inside+Out, R+J Inc.
Fabio Calderon	Quad-M Construction + Development
ROBERT BOWIE	QUAD-M
Charles Perry	Treasure Const Land
John McQuaid	SHERLOCK HOMES LLC
Walter Winn	DWW INC Construction

Cheryl Shanaberger

Subject: NSP workshop

Start: Fri 4/3/2009 2:00 PM
End: Fri 4/3/2009 4:00 PM

Recurrence: (none)
Recurrence Pattern: every Friday from 2:00 PM to 4:00 PM

2:00

- ✓ Bobby Jeck- All Area Roofing
- ✓ Linda Sampson-TLC Cleaning
- ✓ Paul TLC Cleaning
- ✓ Mike Donnelly-Concord Bldg
- ✓ McDonald-Concord Bldg
- ✓ Thomas Albanese-Coastal Construction
- ✓ Carol Albanese-Coastal Construction
- ✓ Patricia Toal-Northfork Industries
- ✓ John Fassati
- ✓ Al James
- ✓ Jaymie-Society Builders
- ✓ Kimberly Johnson-Excel Building
- ✓ Richard Moore-Mastercraft
- ✓ Jeff Jackman- Mastercraft

✓ Steve RV

3:00

- Kevin Paulsen
- Jon LaVasseur- Eden Screen & Construction
- Keith Evans
- Jefferson Sommerlin
- Robert Bowie
- Fabio Calderon
- Terry Rusell- TM Russell Contracting
- Paul Kuhn- TC Land Clearing
- John Talley-TC Land Clearing
- Charles Perry-TC Land clearing
- Robert Williams- Southshore Contractors Inc
- Johnny McQuaid- Sherlock Homes

Joe Hughes

Cheryl Shanaberger

Subject: NSP workshop
Start: Fri 4/10/2009 2:00 PM
End: Fri 4/10/2009 4:00 PM
Recurrence: (none)
Recurrence Pattern: every Friday from 2:00 PM to 4:00 PM

2:00

Colin Blisset- Immaculate Serv.
Geof Hoge
Margaret Schumaker-Carpets Etc
Diane Larraldi- Aztec Irrigation
John Harbinson-Accent Door
Darlene- RG Franklin
John Davis-JWS Contracting LLC
Maria Carrelha
Mark Jenkins-Abacoa Construction
Kevin Donahue- " "
Jim Lydon-American Eagle
Martin Peaks

3:00

Robert Centore-RSC Homes
Mike Foster
Robert Franklin
Mark Scott- MS Contracting
Joe Rusignolo-Rusignolo Kitchen
Gretchen Frazier-Airflow A/C (2)
Alberto Munoz-Santurno Construction
Lee Davis- L&M
Mark Quint- L&M
Scott Kane
Cameron Matthews- CB Matthews Inc.
Chris Brown

Cheryl Shanaberger

Subject: NSP workshop
Start: Fri 4/10/2009 2:00 PM
End: Fri 4/10/2009 4:00 PM
Recurrence: (none)
Recurrence Pattern: every Friday from 2:00 PM to 4:00 PM

2:00
✓ Colin Blisset- Immaculate Serv.
✓ Geof Hoge
Margaret Schumaker-Carpets Etc
✓ Diane Larraldi- Aztec Irrigation
✓ John Harbinson-Accent Door
Darlene- RG Franklin
John Davis-JWS Contracting LLC
Maria Carrelha
Mark Jenkins-Abacoa Construction
Kevin Donahue- " "
✓ Jim Lydon-American Eagle
Martin Peaks

3:00
✓ Robert Centore-RSC Homes
✓ Mike Foster
Robert Franklin
✓ Mark Scott- MS Contracting
Joe Rusignolo-Rusignolo Kitchen
Gretchen Frazier-Airflow A/C (2)
✓ Alberto Munoz-Santurno Construction
Lee Davis- L&M
Mark Quint- L&M
Scott Kane
✓ Cameron Matthews- CB Matthews Inc.
✓ Chris Brown

✓ Frank Scauzzo
✓ David

Mark MS Contracting

John Micken MSZ

Robert G. Frank Inc.

Bob Franklin

MARIA CARREIRA, Vertical Village

Daniel Cugini DEC Builders LLC

Joseph Goodberlet Champion Aluminum Contractors LLC

Cheryl Shanaberger

Subject: NSP workshop

Start: Fri 4/17/2009 2:00 PM
End: Fri 4/17/2009 4:00 PM

Recurrence: (none)
Recurrence Pattern: every Friday from 2:00 PM to 4:00 PM

2:00

Gary Whigham- SF Alumminum

✓ Alan Hill

✓ Jim Porter- Paul Davis Restoration

✓ Debra Delgiudice- Sundeck by TC

Andrew- A Thomas Construction

Faye- A Thomas Construction

Michael Widger. Sundeck

By TREASURE COAST SURFACES

3:00

Mary Dwan

✓ Luc Despinos- LDJ Services

✓ Paul Hendricks - Just Solutions Contracting

✓ Fred Oliges - Just Solutions Contracting

GREG MIX - HOLIDAY BUILDERS, INC

Faye Fitzpatrick - A Thomas Const Inc

DEBRA DELGIUDICE SUNDECK BY TREASURE COAST SURFACES

Cheryl Shanaberger

Subject: NSP workshop

Start: Fri 4/24/2009 2:00 PM
End: Fri 4/24/2009 4:00 PM

Recurrence: (none)
Recurrence Pattern: every Friday from 2:00 PM to 4:00 PM

2:00

- ✓ Jeff Johnson-Jeff Johnson Carpentry inc.
- ✓ Danielle Davis- Surfaces Inc.
- ✓ Kline Moody
- ✓ Michael Bambulas
- ✓ Steve Fenton-Fenton
- ✓ Audra Kindel-Kindel Electric *Ron*
- ✓ Robert Cenk-Homecrete Homes
- ✓ Karen-Garage Door Sales *Dave*
- ✓ Kelly Phillips-Tamber Contracting
- ✓ Randy Wilson Medallion Homes *Chris*
- ✓ Michael Obrien- Medallion Homes
- ✓ Robert DeRocher-Circle D Enterprise
- ✓ Dave- TC Sprinklers
- ✓ Jill Secunde

of Andy

FRANK POLLARD

MIDWESTERN

CONSTRUCTION

3:00

- ✓ Steve Bickley C&T *John*
- ✓ Tod Barfield-Gateway Building *Pier*
- ✓ Dean -Coley Construction
- ✓ Woody-Lifetime Roofing
- ✓ AL Landers-Arca Construction
- ✓ Karen Downey-Custom Interiors
- ✓ Daniel Rodriguez-Better Homes
- ✓ Louis Trumbach-Better Homes
- ✓ Kevin Art *Bitch*
- ✓ Jeff Gouveia- Liberty South Construction
- ✓ Celeste Bush-Design Kitchens
- ✓ Jim-Benchmark Contractors *Beth*
- ✓ Brian Hose-Gulfstream Aluminum
- ✓ Michael Soltis- JMC Contractors

Gina Jolly

Subject: NSP

Start: Fri 5/1/2009 1:00 PM

End: Fri 5/1/2009 3:00 PM

Recurrence: (none)

2:00

All 2:00

Andrea Roche

Larry Mallicone

Jon Goff

Teresa Goff-Northside Nursery

✓ Jerry Rendina

Dean Coley- Coley Constr

✓ Brunet Construction (2)

✓ Gerry Sullivan-Tudor

✓ Tony Ferraro- Tudor

✓ Bill Squillance- Rapid Restoration

✓ Greg Wade- Rapid Restoration

✓ Tony-Crossroad Homes *Perkins*

Gretchen- Airflow a/c

Laticia Blanco

Isaias Blanco

Skip Hickman- Aron Construcion

Keirin Shanahan

✓ Ryan Regan- Flagship PDG

✓ 1:00 pm

✓ Richard Powelson-Angelas lawn service

✓ Stan Stillwagon- 21st Cent Eng

✓ Lenny- A & T

✓ Brian A & T

✓ Jeff Johnson- Carpentry

✓ Jefferey Walsh- Liberty homes

✓ Edward Harrison

✓ *Grey Whigham South Fla. Alva Perovets*

4.

REQUEST FOR QUALIFICATIONS

RFQ #20090108-BG for Carpet or other Flooring for the Neighborhood Stabilization Program will be received in the Office of Management & Budget, of the City of Port St. Lucie, 3rd Floor, Suite 390, Building "A" of the Municipal Complex located at 121 SW Port St. Lucie Boulevard, Port St. Lucie, FL 34984-5099, no later than 2:30:00 p.m. on August 20, 2009. Specifications are attached.

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 and rehabilitate each of them for resale.

All Request for Qualifications (RFQ) documents must be received by the date and time specified above. The RFQ time must be and shall be scrupulously observed. Under no circumstances shall documents delivered after the time specified be accepted or considered. Such documents will be returned to the vendor unopened. It is the sole responsibility of the Submitter to ensure that his or her qualifications reach 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 occurrence. No exceptions will be made.

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

Barbara Gassaway, CPPB
Contract Specialist

CAUTION

Submitters should take caution if United States mail or mail delivery services are used for your submissions. 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.

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OVERVIEW

The City of Port St. Lucie, Florida solicits Request for Qualifications from qualified and experienced contractors, registered to practice in the State of Florida for the purpose of removal, disposal, replacement and/or furnishing and installing carpet or other flooring on an "as needed" basis, in refurbished houses located throughout the City and owned by the City of Port St. Lucie.

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.

INTENT

It is the intent of the City to enter into a contract with a list of firms to establish a Master Contract that will, upon request, provide the best value to the City for carpet or other flooring. All firms that meet the requirements will be placed on the Master Contract list and will be required to do a walk-thru of the foreclosed property and thereafter submit an electronic quote for each house as they become available. The Contract period will be for twenty-four (24) months with an option for an additional twenty-four (24) months. There is no guarantee as to the amount of services, labor, or supplies that the City may purchase during the term of the Contract.

NOTE: The City may not accept qualifications 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.

INQUIRIES

All questions related to the Request for Qualifications must be directed to Barbara Gassaway in the Office of Management and Budget. Questions shall be submitted in writing, at least ten (10) days prior to the RFQ opening. Questions received less than forty-eight (48) hours before the RFQ opening shall not be answered. The City will not respond to oral inquiries. Questions may be mailed or faxed to:

City of Port St. Lucie
Office of Management & Budget
Mrs. Barbara Gassaway, CPPB
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, FL 34984
Fax: 772-871-7337

To ensure fair consideration for all Submitters, it must be clearly understood that Mrs. Gassaway is the only individual who is authorized to represent the City. Questions submitted to any other person in any other department will not be addressed. Additionally, the City prohibits communications initiated by a Submitter to **any City Official or employee evaluating or considering the submissions (up to and including the Mayor and City Council)**, prior to the time an award decision has been made.

RESPONSES

Submitters are required to submit one (1) unbound original and two (2) copies of their RFQ. **DO NOT SUBMIT RINGED BINDERS OF ANY KIND.** All copies will be on 8 ½" x 11" plain white paper, typed, and signed by the Submitter's contractually binding authority.

Responses must be received by the City, Office of Management & Budget, no later than 2:30:00 pm on August 20, 2009. Mailing envelope shall be 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 marked on the front with:

- Submitters Name & Address
- RFQ Number
- RFQ Title
- RFQ Opening Date and Time

TENTATIVE SCHEDULE

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

Review and Selection Process:

July 29	Advertisement
August 20	RFQ Opens
September 14	Tentative City Council Contract Approval

1. GENERAL REQUIREMENTS

1.1 Request for Qualifications - All requirements contained in the RFQ are hereby incorporated in these specifications.

1.2 Cost of Preparation of Qualifications - The City will not be responsible for any cost incurred by any Submitter in the preparation of his/her documents.

1.2.1 All work compensated for under this Contract, including partial payments, shall become the property of the City of Port St. Lucie without restrictions or limitations.

1.3 Examination of Contract Documents - Submitters shall thoroughly examine these specifications and all other documents or other materials referred to herein and conduct such investigations and visits as may be necessary to thoroughly inform themselves regarding existing plant, facility, personnel and other conditions relative to compliance with this specification. No plea of ignorance by the Submitter of conditions that exist or may hereafter exist, as a result of failure or omission on the part of the Submitter to make said investigations and visits, 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 Submitter.

1.4 Qualifications - Submitters shall have the necessary organization, experience, capital, and equipment to carry out the provisions of the Contract to the satisfaction of the City. References from three (3) past clients to which it has provided these types of services or with which it is under contract

for such services presently and the names of agency representatives who may be contacted for references shall be furnished on the Reference Check Forms and returned with the submittals. **DO NOT INCLUDE THE CITY OF PORT ST. LUCIE**. References are subject to verification by the City. Performance history, list of projects recently completed and in process, major equipment available for this project and experience of the principal members of the Submitter's organization must be furnished on the Submitter's Questionnaire.

1.5 Award of Contract - The award of the contract, if it is awarded, will be to all Submitters who are qualified and in the best interest of the City. No award will be made until all necessary investigations have been made into the responsibility of the Submitter and the City is satisfied that the Submitter is qualified to do the work.

1.5.1 Prices - As each house becomes available all contractors on the master contract list will attend a walk-thru of the property and be required to submit an electronic bid for the work. The contractor submitting the best value for the City will be awarded that individual contract.

1.5.2 Default - If the selected Submitter to whom a contract is awarded does not execute the contract and furnish the required insurance and other required documentation within **ten (10) days** of the date of Notice of Award, the Submitter may be considered in default and, at the City's discretion, the City shall have the right to award the contract to an alternative Submitter.

1.6 Variances to Specifications - Submitters must indicate any variances to the Specifications. If variations and/or alternates are not stated in Submitter's reply, it shall be construed that the qualifications fully conforms to the specifications.

1.7 OSHA Compliance - Submitters 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.

1.8 Timeliness of Submittal - All documents must be received by the date and time specified above. The RFQ time must be and shall be scrupulously observed. Under no circumstances shall qualifications delivered after the time specified be considered. It is the sole responsibility of the Submitter to ensure that his/her documents reach the Office of Management and Budget located on the 3rd Floor, Suite 390, Building "A", on or before the closing date and time. The City shall in no way be responsible for delays caused by any occurrence. **NOTE:** Responses by telephone, email, telegram or facsimile shall not be accepted.

1.8.1 Right to Reject -The City Council reserves the right to waive irregularities, reject and/or accept any and all qualifications, in whole or in part, or take other such action as serves the best interests of the City.

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

1.8.3 Checklist - Submitters are requested to return the attached Checklist that is contained in the package with the Submitter's Questionnaire.

1.9 Shipping Terms - Submitters shall quote F.O.B. Destination. (When submitting a price quote)

1.10 Payment Terms - Invoices shall be submitted once a month to the Community Services office by the 10th of the month and payments shall be made within thirty (30) days unless Submitter has chosen to use the Purchasing Card. Cash discounts for using the Purchasing Card will be considered during the selection process.

PLEASE NOTE

1.10.1 The City is currently under contract with the Bank of America for providing and implementing a **Purchasing Card Program**. The selected Submitter can take advantage of this program and in consideration receive their payment within several days instead of the City's policy of Net 30 Days After Receipt of Invoice. In consideration of this service, the City is requesting a percentage off the submitted price. If no such percentage is given, the City shall assume 0% discount applies.

Submitters are requested to state in their documents if they will honor the VISA Purchasing Card. In the event of failure on the part of the Submitter to make this statement the City shall assume the purchase/contract price shall be governed by the Net 30 ARI.

1.11 Execution of Contract - Selected Submitter will be required to execute a Standard City Contract within ten (10) days after notification by the City that contract is available and thereafter comply with the terms and conditions contained therein. No contract shall be considered binding upon the City until it has been properly executed.

NOTE: The selected Submitter will be required to accept all terms and conditions of the City's contract. Read the insurance requirements carefully. If Submitter cannot accept all terms and conditions do not submit qualifications documents.

1.12 Failure to Execute Contract - Failure on the part of the selected Submitter to execute the contract as required will be just cause for the annulment of the award.

1.13 Subcontracting or Assigning of the Contract - The selected Submitter 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 Submitter shall list all subcontractors and the work provided by the suppliers on the Submitter's Questionnaire.

1.14 Time of Award - The City reserves the right to hold qualification documents for a period not to exceed 90 days after the date of the RFQ opening stated in the RFQ before awarding the contract. Contract award constitutes the date that City Council votes to approve the RFQ award.

1.15 Public Entity Statement - A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.15.1 Discrimination: - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may

not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.16 City's Public Relations Image - Selected Submitter'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 Submitter involved in the execution of work that is deemed to be conducting themselves in an unacceptable manner shall be removed from the project at the request of the City Manager, or his/her designee.

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

1.18 Drug-Free - Please submit the form that is enclosed with your RFQ response if your company has a drug-free workplace program.

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

1.20 Material Safety Data Sheets - The selected Submitter is required to provide a copy of the Material Safety Data Sheet (MSDS) for all chemicals used in the execution of their work. The MSDS must be maintained by the user agency.

1.21 Permits - The selected Submitter shall be responsible for obtaining all building 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.

1.21.1 Submitters must submit with their RFQ, proof that they are licensed in the State of Florida and are certified with the City of Port St. Lucie to perform this type of work (contact the Building Department at 772-871-5132)

1.21.2 All Submitters are required to complete the **W-9 Taxpayer Identification Form** attached and return it with RFQ documents.

1.22 Familiarity with Laws - The selected Submitter 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 Submitter will in no way relieve him from responsibility.

1.23 Damage to Property - The selected Submitter 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 Submitter, it shall be immediately restored to a condition equal or better to that existing before such damage or injury was done by selected Submitter, and at selected Submitters expense. The selected Submitter'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 be also 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 Implied Warranty of Merchantability - Despite statements to the contrary, it is understood that the implied warranty of merchantability and fitness for the specified purpose are not disclaimed.

2.2 Warranty and Guarantee - All products furnished by the selected Submitter shall be supplied with all warranties and guarantees of the manufacturer. All products must be warranted by the selected Submitter to be free of defects in workmanship and material for a period of not less than 365 calendar days; said period to commence upon the date products are installed, or accepted by the City, whichever last occurs.

2.2.1 Repair or Replacement - Should any defect appear during this period, the selected Submitter 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 ten (10) calendar days after receipt of notification from the City of the defect.

2.3 Samples - Samples of items, when requested, must be furnished free of expense and, will upon request, be returned at the Submitter's expense. Request for the return of samples must be made within 30 days following opening of RFQ. Each individual sample must be labeled with Submitter's name, RFQ number, and item number. Failure of Submitter to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the RFQ. Unless otherwise indicated, samples should be delivered to the Office of Management and Budget.

2.4 Delivery - Delivery time will be a consideration during the selection process of contractors from the Master Contract list.

2.5 Safety Precautions - The selected Submitter shall erect and maintain all necessary safeguards for the protection of the selected Submitter'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 Submitter's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the selected Submitter.

2.6 Discrepancies - If, in the course of performing work resulting from an award under this specification, the selected Submitter finds any discrepancy between the area defined on the purchase order and the actual area where work is being performed, the selected Submitter shall discontinue work on the subject area and inform the Contract Supervisor of the discrepancy. The selected Submitter shall thereafter proceed as authorized by the Contract Supervisor who will document any modification to the purchaser order that he authorized in writing as soon as possible.

2.7 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 Contract Supervisor, to the selected Submitter. The selected Submitter shall resume the work within three (3) calendar days after a written notice to resume work, signed by the Contract Supervisor, is issued to the selected Submitter.

2.8 Emergencies - In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the selected Submitter, 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 Submitter shall promptly give to the Contract Supervisor written notice of any significant changes in work or deviations from the contract documents caused thereby, and if such action is deemed appropriate by the Contract Supervisor a written authorization signed by the Contract Supervisor covering the approved changes and deviations will be issued. Appropriate compensation adjustments will be approved, provided the cause of the emergency was beyond the control of the selected Submitter.

2.9 Company Vehicle - All selected Submitter's company trucks must have a visible logo on the outside.

2.10 Uniforms - All personnel shall have proper identification that identifies them as employees of the Selected Submitter.

2.11 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.

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

3. SPECIFIC REQUIREMENTS

3.1 Submitter's Questionnaire - Submitters are required to complete the Submitter's Questionnaire and submit it with their RFQ package.

3.2 Sub-Contractors – Submitters shall list all sub-contractors on the Submitter's Questionnaire they intend to use. The City reserves the right to reject the successful Submitter's selection of sub-contractors. Failure to include this list shall be ample cause for rejection of RFQ as non-responsive.

3.3 Delivery Requirements - Resulting deliveries are to be made to each house addressed as being refurbished. This information will be furnished to the selected Submitter when available.

3.4 Products - If brand names, models, part numbers, and/or manufacturer's names are utilized in the context of the specifications, these are used only for description and are not a statement of preference. The item, product, or products, which differ from the brand name referenced, shall be considered if "the offered item or products meet the salient characteristics" stated in the solicitation. Offers shall not be rejected because of differences, which do not affect the suitability of the item or products for their intended use.

3.5 Scope of Work - All labor, materials, transportation, equipment and incidentals for removal, disposal and installation of flooring to be furnished by selected Submitter.

3.5.1 Selected Submitter will be required to obtain each type, color, and pattern of carpet from a single source from the same dye lot and run number to provide products of consistent quality in appearance and physical properties without delaying progress of the work.

3.5.2 All products offered must have passed the first line quality standard as set by the manufacturer and no seconds, blemished articles, or items containing defective workmanship are included.

3.5.3 Materials shall be delivered to the project site in original factory wrappings and containers, labeled with identification of manufacturer, brand name, and lot number.

3.5.4 Materials will be stored in original undamaged packages and containers, inside well-ventilated area protected from weather, moisture, soil, extreme temperatures, and humidity. Lay flat, blocked off ground. Maintain minimum temperature of 68 deg F at least three (3) days prior to and during installation in area where materials are stored.

3.5.5 Surfaces exposed to possible damage of other trades shall be covered with a protective sheet of polyethylene.

3.5.6 All products used in the installation of the carpet shall be "Environmentally Friendly" including, but not limited to, adhesive, cleaners, sealers, primers, etc.

3.5.6.1 Carpet adhesive and seam sealant: Water resistant and non-staining as recommended by carpet manufacturer to comply with flammability requirements for installed carpet.

3.5.6.2 Carpet padding shall be as recommended by manufacturer for carpet chosen.

3.5.7 Selected Submitter will comply with manufacturer's installation specifications.

3.5.8 Prior to installation selected Submitter shall repair all floor irregularities and vacuum floor, removing all dirt and grit. Installation of material implies acceptance of the substrate.

3.5.9 The finished installation shall be free from scraps, ripples, scallops, puckers, or loose edges.

3.5.10 After installation is complete, selected Submitter shall remove all dirt and debris; clean carpet of spots; remove excess adhesive. Remove loose threads and other protruding face yarn with duck-bill shears; seal with bonding agent as required. Thoroughly vacuum clean the entire installation with commercial machine with face beater element. Replace carpet where soil cannot be removed.

3.5.11 Seam sealant shall be as recommended by the manufacturer.

3.6 Work Areas - At the end of each work day all work areas will be left clean and usable. All tools and materials shall be stowed away in selected Submitter's vehicle or off site.

3.7 ADA Compliance - Carpet should be secured in compliance with Americans with Disabilities Act, Section 4.5.3 and the Florida Building Code.

3.8 Flooring/Color - Color of carpet, or type of other flooring, shall be selected by the City, from samples supplied by the selected Submitter.

3.9 Property Damage - Any damage done to paint, walls, woodwork, doors, etc., as a result of the flooring installation, shall be the responsibility of the selected Submitter.

3.10 Trim Work - The removal of base board trim, if required, shall be the responsibility of the selected Submitter. Re-installation of base board trim shall be the responsibility of the selected Submitter. New installations of trim work shall be as directed by the City.

3.11 Left Over Pieces - All left over pieces in excess of one (1) yard shall be left on the job and shall become the property of the City.

3.12 Noise Control - Selected Submitter shall make every effort to minimize noises caused by their operations. Equipment shall be equipped with silencers or mufflers, designed to operate with the least possible noise in compliance with County, State and Federal Regulations.

3.13 Business Information - Submitters are required to furnish evidence on the Contractors Questionnaire that they maintain permanent places of business and have adequate equipment, personnel, and inventory to furnish the items offered satisfactorily and expeditiously, and can provide necessary services.

3.14 Insurance Requirements - When a house is assigned to the selected Submitter for installation of carpet or other flooring the selected Submitter shall obtain insurance as required by the contract and submit an Indemnification Invoice. **NOTE:** No work will commence until the required certificate(s) are received and the Indemnification Payment is paid.

3.15 Performance and Payment Bond - If, and when, the selected Submitter obtains contracts over \$200,000 the selected Submitter will be required to purchase a Performance and Payment Bond in the amount of 100% of the project, per Florida Statutes, Section 255.05.

4. INSURANCE REQUIREMENTS – Submitters are required to submit proof of the types and dollar amount they are currently insured to the City with their RFQ. The Submitter, if awarded a project, shall maintain insurance coverage reflecting the minimum amounts and conditions required by the City as follows:

4.1 Indemnification - The selected Submitter 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 selected Submitter and all persons employed or utilized by the selected Submitter in the performance of the contract. As consideration for this indemnity provision the selected Submitter shall be paid the sum of \$10.00 (ten dollars) before execution of this contract. This \$10.00 indemnification payment will be in effect for all work completed under this Master Contract.

4.2 Workers' Compensation - The selected Submitter shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Chapter 440, Florida Statutes.

4.3 Business Auto Policy - Selected Submitter shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for all owned, non-owned and hired automobiles. In the event, the Submitter does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Submitter 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.

4.4 Commercial General Liability - Commercial General Liability for public liability during the lifetime of this contract shall have minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. 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 will be requested depending upon the type and scope of work to be performed.

4.5 Additional Insured Requirements - Except as to Workers' Compensation and Employers' Liability, said Certificate(s) 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, to its' Commercial General Liability 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 are included" and Contract number. The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the City prior to any adverse changes, 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 agreement to exceed the above limits, the selected Submitter 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.

4.6 Waiver of Subrogation - Selected Submitter shall agree by entering into the 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 Submitter 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, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should Submitter enter into such an agreement on a pre-loss basis.

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

4.8 Deductible Amounts - All deductible amounts shall be paid for and be the responsibility of the selected Submitter for any and all claims under this contract.

4.9 Certificate(s) of Insurance - Immediately following notification of the award of the project, Submitter shall agree to deliver to the City a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage's required by this RFQ have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day notification due to cancellation or non-renewal of coverage. In the "Description of Operations ..." Certificate shall list Contract # 20090108 for Carpet or other Flooring.

4.10 Umbrella or Excess Liability - Selected Submitter may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's 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."

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

5. ADDITIONAL INFORMATION

5.1 Collusion - The City reserves the right to disqualify qualifications, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Submitter. Only one (1) RFQ from an individual, partnership, corporation, association, firm, or other legal entity under the same or different names will be considered. Reasonable grounds for believing that a Submitter is interested in more than one (1) RFQ for the same work will be cause for rejection of all RFQ(s) in which such Submitters are believed to be interested. Any or all RFQ(s) will be rejected if there is any reason to believe that collusion exists among the Submitters.

5.2 Withdrawal of RFQ - A Submitter may withdraw his RFQ without prejudice to himself no later than the day and hour set in the "Request for Qualifications" by communicating his purpose in writing to the City at the address given in the RFQ. When received, it will be returned to him unopened.

5.3 RFQ Information - For information concerning procedures for responding to this RFQ, contact Barbara Gassaway at (772) 871-5221. Such contact is to be for clarification purposes only. Material changes, if any, to the scope of services, or RFQ procedures will be transmitted only by addendum by Onvia.com. The Submitter, in turn, shall acknowledge receipt of the addendum on the Submitter's Questionnaire. It is the responsibility of the Submitter to receive any and all RFQ information and documents. The City will not be responsible for any interpretation, other than those transmitted by Addendum to the RFQ, made or given prior to the RFQ award. The Submitter is responsible for verifying they have received all RFQ Addenda.

If you have obtained this document from a source other than directly from the City or from DemandStar by Onvia.com you are not on record as a plan holder. The Office of Management & Budget takes no responsibility to provide Addenda to parties not listed by the City as plan holders. It is the bidder's responsibility to check with our office prior to submitting your RFQ to ensure you have a complete, up-to-date package. The Submitter is responsible for verifying they have received all RFQ Addenda.

(THIS IS A SAMPLE ONLY - DO NOT EXECUTE)

**CITY OF PORT SAINT LUCIE
CONTRACT FORM**

This CONTRACT, executed this _____ day of _____, 200__, 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 vendor, address, Telephone No. () _____ Fax No. () _____, hereinafter called "Contractor" party of the second part.

RECITALS

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

As used herein the contract supervisor shall mean Tricia Swift-Pollard at (772) 871-5284 or her designee.

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

Contractor agrees to perform all work pursuant to this RFQ #20090108 which includes carpet or other flooring which is incorporated herein by this reference.

**SECTION II
TIME OF PERFORMANCE**

Contract period shall commence _____ and terminate _____. (24 months) In the event all work required in the RFQ specifications and quote has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Contract Supervisor until all work specified in the Request for Qualifications has been rendered.

**SECTION III
COMPENSATION**

The total amount to be paid by the City to the Contractor will be determined by the lump sum e-quote on each individual or group house. Payment will be disbursed in full upon completion of service provided Contract Supervisor approves invoice as provided in Section XII.

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

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

All invoices and correspondence relative to this contract must contain the Purchase Order number and Contract number.

SECTION IV CONFORMANCE WITH RFQ

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

SECTION V INDEMNIFICATION/INSURANCE

The Contractor 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 Contractor and all persons employed or utilized by the Contractor in the performance of the contract. As consideration for this indemnity provision the vendor shall be paid the sum of \$10.00 (ten dollars) before execution of this contract. This \$10.00 indemnification payment will be in effect for all work completed under this Master Contract.

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

The Contractor shall carry or require that there be carried Workers' Compensation Insurance and Employers' Liability coverage in accordance with Chapter 440, Florida Statutes.

The Contractor 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 Contractor does not own any automobiles the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form.

The Contractor shall maintain, during the lifetime of this contract, at his/her own expense, insurance coverage for public liability with limits of not less than \$1,000,000 per claim and \$2,000,000 per occurrence. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Completed Operations, Contractual Liability, and Broad Form Property Damage Endorsements. A Business Auto Policy or similar form shall have minimum limits of \$500,000 per Occurrence Combined Single Limit for Bodily Injury and Property Damage Liability. This shall include all owned, hired, and non-owned vehicles. 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.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) 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, to its Commercial General Liability Policy. The name for the Additional Insured endorsement issued by the insurer shall read "City of Port St. Lucie, political subdivision of the State of Florida, its officers, employees and agents and shall include the Contract number. The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the City prior to any

adverse changes, 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 agreement to exceed the above limits, the Contractor 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.

Contractor shall agree by entering into the 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 Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

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

All deductible amounts shall be paid for and be the responsibility of the Contractor and/or any subcontractor for any and all claims under this contract.

The failure on the part of the Contractor to execute the Contract and/or punctually deliver the required Insurance Certificates and other documentation will be cause for the annulment of the award.

SECTION VI PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

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

SECTION VII WORK CHANGES

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

SECTION VIII COMPLIANCE WITH LAWS

The Contractor 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 CLEANING UP

Contractor shall, during the performance of this contract, remove and properly dispose of resulting residue and debris, and keep the work area reasonably clear. On completion of the work, Contractor shall remove all Contractors' equipment, haul away any and all excess materials, and leave the entire work area in a neat, clean and orderly condition.

SECTION X NOTICE OF PERFORMANCE

When required materials have been delivered and required work performed Contractor shall submit a request for inspection in writing to the Contract Supervisor.

SECTION XI DELIVERY DOCUMENTATION

"Not Applicable"

SECTION XII INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the contract documents, the Contract Supervisor shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the contract documents and that the material and work is entirely satisfactory, the Contract Supervisor shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section III. If, on such inspection the Contract 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. Contractor 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 Contract Supervisor. Such examination, inspection, or tests made by the Contract Supervisor, at any time, shall not relieve Contractor of his responsibility to remedy any deviation, deficiency, or defect.

SECTION XIII ADDITIONAL REQUIREMENTS

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

SECTION XIV LICENSING

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

SECTION XV SAFETY PRECAUTIONS

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

SECTION XVI ASSIGNMENT

Contractor shall not delegate 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 XVII TERMINATION, DELAYS AND LIQUIDATED DAMAGES

A. Termination of Contract. If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will insure its completion within the time specified in this contract, or as modified as provided in this contract, the City by written notice to the Contractor, may terminate Contractor's rights to proceed. On such termination, the City may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional 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 Contractor and his sureties shall be liable to the City for any additional cost incurred for such material. Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and 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 Contractor shall provide to the City five hundred dollars (\$500.00) as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be liable to the City for the amount thereof.

C. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any 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 acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another contractor in the performance of some other contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight 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 Contractor 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 Contractor thirty (30) days notice in writing. Upon delivery of said notice and upon expiration of the thirty (30) day period, the vendor 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 the City's obligations hereunder and no charges, penalties or other costs shall be due contractor except for work timely completed.

SECTION XVIII LAW

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

SECTION XIX REIMBURSEMENT FOR INSPECTION

The Contractor agrees to reimburse the City for any expenditures incurred by the City in the process of testing materials supplied by the Contractor 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 Contractor from other remedies provided in the contract.

SECTION XX APPROPRIATION APPROVAL

The Contractor acknowledges that this contract is subject to approval by City Council of budget appropriation for the contract period beyond September 30th of this year. The Contractor agrees that, in the event such appropriation is not forthcoming, this contract may be terminated by the City and that no charges, penalties or other costs shall be assessed.

SECTION XXI RENEWAL OPTION

The Contract period will be for twenty-four (24) months with an option for one (1) additional twenty-four (24) month period. There is no guarantee as to the amount of services, labor, or supplies that the City may purchase during the term of the Contract.

NOTE: Contractor may exercise the option to renew by submitting a written submission three (3) months prior to the termination of the contract period.

SECTION XXII ENTIRE AGREEMENT

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.

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

CITY OF PORT ST. LUCIE FLORIDA

By:

City Manager

ATTEST:

By:

City Clerk

By: _____

Authorized Representative of (company name)

State of: _____

County of: _____

Before me personally appeared: _____

(please print)

Personally known _____

Produced Identification: _____

(type of identification)

Identification No. _____

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

WITNESS my hand and official seal, this _____ day of _____, 200__.

Notary Signature

Notary Public-State of _____ at Large

My Commission Expires _____.

(seal)

SUBMITTER'S QUESTIONNAIRE
RFQ #20090108-BG
Carpet or Other Flooring for the
Neighborhood Stabilization Program

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

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

Dated this _____ day of _____, 2009.

 Name of Organization / Submitter

By: _____
 Name and Title

..... **PLEASE TYPE OR PRINT LEGIBLY**

1. Corporation, Partnership, Joint Venture, Individual or other?

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

3. Firm's previous names (if any).

4. Give the names of the person who will be authorized to make decisions and speak as a representative of the Submitter, their titles, addresses and telephone and facsimile numbers.

5. How many years has your company been in business doing carpet or other flooring? _____

6. Names of personnel that will be doing carpet or other flooring on each project.

Name	# of years with your firm	Name of previous employer &	# of years
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

7. Last three (3) projects of this type completed by your firm. Give name, location, value of contract and your percentage of total project:

8. List all subcontractors and material suppliers for the project:

9. Projects where failure to complete work awarded to you occurred. List the name or the owner of the project, engineer, location, date, and reasons:

10. Status of open carpet or other flooring contracts on hand:

11. Furnish current and prior legal activity concerning your firm and employees:

12. Major equipment available for this project:

13. Length of time required for response for warranty work: _____ hours _____ days
14. Contractor will accept the Visa Purchasing Card?
 YES () NO () Discount: _____%
15. Contractor agrees to abide by the terms and conditions of the City Contract.

Signature

Title

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

Addendum Number	Date Issued

CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE CHECK FORM

Submitter's Instructions: Fill out top portion only. Do not fax form to Reference.
Return all Reference Forms with your RFQ documents.
(Please print or type)

RFQ #20090108-BG

Title: Carpet or Other Flooring

Contractor/Respondent: _____

Reference: _____ Fax #: _____

Email: _____ Telephone #: _____

Person to contact: _____

Reference Instructions: The above Contractor has given your name to the City of Port St. Lucie as a reference for carpet or other flooring work. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this Contractor.

Was the project completed on time and within budget?

What was the project completion date?

How many projects has this vendor completed for you within the past 5 years?

What problems were encountered (claims)?

How many change orders were requested by this Contractor?

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

Professionalism _____

Final Product _____

Qualifications _____

Cooperation _____

Budget Control _____

Reliability _____

Would you contract with this Submitter again? Yes []

No []

Maybe []

Comments:

Signature of Reference: _____

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

DRUG-FREE WORKPLACE FORM

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

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 Florida Statutes 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.

Submitter's Signature

Date

CHECKLIST
RFQ #20090108-BG
Carpet or Other Flooring for the
Neighborhood Stabilization Program

Name of Submitter: _____

This checklist is provided to assist Submitters in the preparation of their RFQ response. Included in this checklist are important requirements that are the responsibility of each Submitter to submit with their response in order to make their RFQ response fully compliant. This checklist is only a guideline -- it is the responsibility of each Submitter to read and comply with the Request for Qualifications 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 marked on the front with:

- Submitters Name and Address
- RFQ Number
- RFQ Title
- RFQ Opening Date and Time

_____ Drug-Free Workplace Form

_____ Each RFQ Addendum (when issued) is acknowledged.

_____ Copy of Insurance Certificate in accordance with Section #4

_____ Submitter's Questionnaire

_____ Brochures or Catalogs enclosed

_____ Copy of valid license

_____ Have reviewed the Contract and accept all City Terms and Conditions

_____ Reference Check Sheets for each of three (3) references

_____ W-9 Taxpayer Identification Form enclosed

_____ One (1) original and two (2) copies of required documents **(NO RINGED BINDERS)**

THIS FORM MUST BE RETURNED WITH YOUR QUALIFICATIONS

5.

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

Meeting Date: September 14, 2009

Public Hearing _____ Ordinance _____ Resolution _____ Motion X

Legal Ad Date: July 29, 2009

Newspaper: The St. Lucie News Tribune

Item: RFQ #20090108, Carpet or Other Flooring for the Neighborhood Stabilization Program (NSP)

Recommended Action:

- 1) Approval to enter into a master contract with the following vendors for the installation and/or repair of carpet or other flooring for the Neighborhood Stabilization Program. The contract period will be twenty-four (24) months with an option to renew for an additional twenty-four (24) month period:
Coastal Floors and Granite, LLC
Grande Construction of Florida, Inc.
Horizon Community Care, LLC
J. W. Discount Flooring
- 2) Approval to issue orders up to \$200,000.00 without additional Council action.

Exhibits: Department memo attached [] yes [] no

Copies of the RFQ Tabulation Report, Specifications, and the submitted RFQ responses.

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

Summary Explanation/Background Information: The City issued a Request for Qualifications in an effort to establish a Master Contract List for carpet or other flooring on foreclosed properties purchased for the Neighborhood Stabilization Program.

Expenditure: Purchase Orders will be issued for individual projects as budget allows.

Department requests expenditure from the following:

Fund	116	NSP Fund
Cost Center	5500	Projects
Object Code	549111	Repair & Rehab
Project	00000	Various project numbers

Director of OMB concurs with award: DKP City Manager concurs with award: _____

Department requests _____ minutes to make a presentation.

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

Date Submitted: August 25, 2009

6.

Instructions:

The City has step up a Program with Demandstar.com called "NSP Carpet or Other Flooring Contractors". For you to be notified of all solicitations regarding the NSP homes you must do the following:

- 1.) Register with Demandstar and sign up under "Free Agency" with the City of Port St. Lucie as your agency. If you already have a Demandtsar account, contact them to upgrade to "Free Agency" and select the City of Port St. Lucie. The commodity code you will need to use is 909-00. You may use as many commodity codes as you like. However, 909-00 must be one of them in order to be automatically notified for any NSP bids. This service is free. If you need assistance, please call Demandstar at 1-800-711-1712 and ask for Tony, he can walk you through it.

Once you have registered;

- 2.) Log onto www.Demandstar.com and go to your Account Information.
- 3.) Select "Programs".
- 4.) Then search for the City of Port St. Lucie by typing in the Buyer name "city of port". Then select the Program called "NSP Carpet or Other Flooring".
- 5.) Under Certification Status, choose "applying".
- 6.) Then you can type in your contact name and save.

Then the City will change your status to "Certified". Once you are certified, you will receive all the notifications regarding the NSP homes.

If you are not sure of how to apply, please contact Tony at Demandstar and he can assist you.

Non-collusion Affidavit Form
 Buy America Certificate of Compliance
 Utilization of Minority & Woman Owned Business Enterprises Form
 License/Certification to do Described Work

File Formats Adobe Acrobat (*.PDF)
 Microsoft Excel (*.XLS)
 Microsoft PowerPoint (*.PPT)
 Microsoft Word (*.DOC)

Legal Ads

EDIT

Opening Text The City of Port St. Lucie will receive sealed bids/proposals from qualified firms to furnish the goods and/or services identified in the specifications document.

Cost Info Text fee, plus shipping and handling, for delivered hard copies of documents posted, only, to the Onvia DemandStar Web site; \$5.00 for any document package electronically downloaded from the Onvia DemandStar Web site by members without subscriptions that include the City of Port St. Lucie in their subscription service territory. For documents distributed directly by the City of Port St. Lucie, the order price is to include shipping, handling, freight charges, and any fuel adjustments to destination. FOB destination.

Due Date Time Text must receive bids/proposals no later than said date and time. Bids/Proposals received after such time will be returned unopened. A Bidder/Respondent may withdraw his bid without prejudice to himself before award. A Bidder/Respondent may not change or adjust submitted quote or bid after closing date and time. Under no circumstances shall bids delivered after the time specified be accepted or considered.

Additional Text NOTE: ALL PROSPECTIVE BIDDERS/RESPONDENTS ARE HEREBY CAUTIONED NOT TO CONTACT ANY MEMBER OF THE CITY OF PORT ST. LUCIE STAFF OR OFFICIALS OTHER THAN THE SPECIFIED CONTACT PERSON.

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

Thank you for doing business with the City of Port St. Lucie.

Quote Intro The City of Port St. Lucie is not obligated to any award or payment without a Purchase Order number or a Credit Card Number. No receipt or invoice will be paid without a Purchase Order Number or Credit Card Number on the receipt or invoice.

Proposer agrees to terms and conditions as per the City of Port St. Lucie Purchase Order terms and conditions that is available on the City's Web site at www.cityofpsl.com.

Quote Insurance Vendor is required to submit certificates of insurance for public liability, property damages, auto liability, and worker's compensation naming the City as additionally insured, prior to commencement of work. Vendor is required to submit all relative licenses with quote submittal.

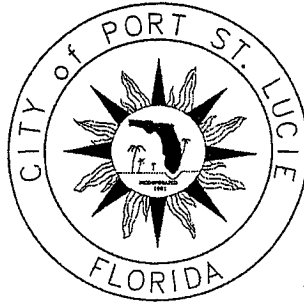
Programs

EDIT

Declared Programs NSP General Contractors
 Police Uniform Contractors
 NSP Carpet or Other Flooring
 NSP Hurricane Shutter Contractors
 NSP Garage Door Repairs & Replacements

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7.



ELECTRONIC QUOTE #2010NSXXX-F

CITY OF PORT ST. LUCIE

**INSTALLATION OF CARPET OR OTHER FLOORING
AT**

PORT ST. LUCIE, FLORIDA

**Prepared By:
Barbara Gassaway, CPPB
Contract Specialist
City of Port St. Lucie
Office of Management & Budget
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099**

NOTE: THIS REQUEST FOR QUOTE IS ONLY FOR THE FOLLOWING CONTRACTORS WITH MASTER CONTRACTS ALREADY EXECUTED WITH THE CITY OF PORT ST. LUCIE:

Coastal Floors & Granite, LLC
Grande Construction of Florida, Inc.
J.W. Discount Flooring, Inc.

INVITATION TO ELECTRONIC QUOTE (E-QUOTE)

Electronic Quote (E-Quote) #2010NSXXX-F for the Installation of Carpet or Other Flooring at _____, Port St. Lucie, Florida. Quotes will be received until **Thursday, _____, 2010 at 2:30:00 pm** at the City Hall complex, Building "A", 121 SW Port St. Lucie Blvd., Port St. Lucie, Florida 34984.

Electronic replies will be the only method allowed for the approved Contractors to respond to this solicitation. E-Quoting will be done through a secure locked box. Contractors can only view/submit their E-Quote and will not have access to any other Contractor's submittals. The Contractor's E-Quote may be changed at the Contractor's discretion until the due date and time have been reached at which time the Contractor will no longer change or have access to the electronic quote submittal. The City will then open the E-Quotes. Contractors who are quoting electronically for the first time are strongly encouraged to contact Demand Star at (800) 711-1712 or obtain assistance by e-mailing questions to SupplierServices@onvia.com.

A one time only site visit will be held at _____, Port St. Lucie, Florida. The above listed Contractors are invited to take part in this process on **Monday _____, 2010 from 9:00 am to 12:00 noon***. No questions will be answered at the Site Visit. All questions must be submitted in writing to Mrs. Barbara Gassaway via fax 772-871-7337 or email address barbarag@cityofpsl.com.

* This will be the only time that the Contractors and their subcontractors are allowed to view the property. Parking may be an issue and all Contractors are encouraged to car pool with any of their associates and/or subcontractors they intend to bring to the site visit.

All E-Quotes must be entered on DemandStar by Onvia by the date and time specified above. The City will open the electronic quotes and print out a Tabulation Report, which will be publicly read aloud in the Conference Room of the Office of Management and Budget, 121 SW Port St. Lucie Blvd., Building "A" Suite 390, Port St. Lucie, Florida 34984. The e-quote time must be and shall be scrupulously observed. Under no circumstances shall E-Quotes be received after the time specified. It is the sole responsibility of the Contractor to ensure that his or her E-Quote is posted on www.Demandstar.com on or before the closing date and time. The City shall in no way be responsible for delays caused by any occurrence. No exceptions will be made.

The City will not accept faxes or hard copies of the e-quote reply. Only electronic replies will be accepted.

For DemandStar members to submit an electronic quote please:

- a. Log onto DemandStar and Download Quote Specifications:
 1. List the Contractor's name (should be listed when you sign in).
 2. List any addenda that were issued in the note section.
 3. Enter the price of the Guaranteed Maximum Price (GMP) in the space provided.
 4. List the number of calendar days to complete the project in the note section.

- b. Please make sure you click on the "Submit Response" button.
- c. Go back and verify that your response was submitted. You should receive an email notification that your response was submitted from Demandstar.

The City of Port St. Lucie reserves the right to reject any and all E-Quotes to waive any and all informalities or irregularities, and to accept or reject all or any part of any E-Quote as it may deem to be in the best interest of the citizens of the City.

All terms and conditions of Master Contract #20090108 apply herein and remain in full force and effect.

CAUTION

When submitting your quote electronically, Contractors should take caution; the City is not responsible for power or Internet outages. It is suggested that you upload your response in adequate time to assure that it will post on the day prior to the closing date.

SPECIFICATIONS

A. Equipment - All labor, materials, transportation, equipment and incidentals for removal, disposal and installation of flooring to be furnished by Contractor.

B. Delivery Requirements - Resulting deliveries are to be made to each house addressed as being refurbished.

C. Warranty and Guarantee - All products furnished by the Contractor shall be supplied with all warranties and guarantees of the manufacturer. All products must be warranted by the Contractor to be free of defects in workmanship and material for a period of not less than 365 calendar days; said period to commence upon the date products are installed, or accepted by the City, whichever last occurs.

Repair or Replacement - Should any defect appear during this period, the Contractor 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 ten (10) calendar days after receipt of notification from the City of the defect.

D. Specifications

1. 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.
 - i. Carpeting and pad shall be FHA approved, minimum 25 oz single level cut pile pattern with a minimum 3 color choices. Removal, padding, floor prep and installation per manufacturer's specifications.
 - ii. Carpet seams shall be kept to an absolute minimum and all edges securely fastened to avoid separating.
 - iii. Vinyl flooring shall meet FHA standards and installed to comply with manufacturer's specifications and recommendations. Flooring in kitchens and bathrooms must be sheet vinyl.
 - iv. Sheet vinyl flooring seams shall be kept to an absolute minimum with all edges securely fastened to avoid separating or curling. No seams are allowed in kitchens or bathrooms. Metal

hold down strips are required for all installations ending in either wood flooring or carpeting. Base or shoe molding is required adjacent to all walls.

2. Contractor will be required to obtain each type, color, and pattern of carpet from a single source from the same dye lot and run number to provide products of consistent quality in appearance and physical properties without delaying progress of the work.
3. All products offered must have passed the first line quality standard as set by the manufacturer and no seconds, blemished articles, or items containing defective workmanship are included.
4. Materials shall be delivered to the project site in original factory wrappings and containers, labeled with identification of manufacturer, brand name, and lot number.
5. Materials will be stored in original undamaged packages and containers, inside well-ventilated area protected from weather, moisture, soil, extreme temperatures, and humidity. Lay flat, blocked off ground. Maintain minimum temperature of 68 degrees F at least three (3) days prior to and during installation in area where materials are stored.
6. Surfaces exposed to possible damage of other trades shall be covered with a protective sheet of polyethylene.
7. All products used in the installation of the carpet shall be "Environmentally Friendly" including, but not limited to, adhesive, cleaners, sealers, primers, etc.
 - i. Carpet adhesive and seam sealant: Water resistant and non-staining as recommended by carpet manufacturer to comply with flammability requirements for installed carpet.
 - ii. Carpet padding shall be as recommended by manufacturer for carpet chosen.
8. Prior to installation Contractor shall repair all floor irregularities and vacuum floor, removing all dirt and grit. Installation of material implies acceptance of the substrate.
9. The finished installation shall be free from scraps, ripples, scallops, puckers, or loose edges.
10. After installation is complete Contractor shall remove all dirt and debris; clean carpet/vinyl of spots; remove excess adhesive. Remove loose threads and other protruding face yarn with duck-bill shears; seal with bonding agent as required. Thoroughly vacuum clean the entire installation with commercial machine with face beater element. Replace carpet where soil cannot be removed.
11. Seam sealant shall be as recommended by the manufacturer.
12. At the end of each work day all work areas will be left clean and usable. All tools and materials shall be stowed away in Contractors vehicle or off site.
13. Carpet/vinyl should be secured in compliance with Americans with Disabilities Act, Section 4.5.3 and the Florida Building Code.
14. Color of carpet, or type of other flooring, shall be selected by the City, from samples supplied by the Contractor.

15. Any damage done to paint, walls, woodwork, doors, etc., as a result of the flooring installation, shall be the responsibility of the Contractor.
16. The removal of base board trim, if required, shall be the responsibility of the Contractor. Re-installation of base board trim shall be the responsibility of the Contractor. New installations of trim work shall be as directed by the City.
17. All left over pieces in excess of one (1) yard shall be left on the job and shall become the property of the City.

E. Noise Control - Contractor shall make every effort to minimize noises caused by their operations. Equipment shall be equipped with silencers or mufflers, designed to operate with the least possible noise in compliance with County, State and Federal Regulations.

F. Uniforms - All personnel shall have proper identification that identifies them as employees of the Contractor.

G. Company Vehicle - All Contractors company trucks must have a visible logo on the outside.

H. Cleanup and Disposal of Debris - During the course of the work the Contractor 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.

I. Familiarity with laws: The Contractor is assumed to be familiar with all federal, state and local laws, ordinances, rules and regulations that may in any manner affect the Work. The failure to be familiar with applicable laws will in no way relieve him from responsibility.

J. Addenda: The City reserves the right to revise or amend this document prior to opening of the e-quotes documents. Any Addenda issued prior to the e-quote opening, shall be binding as if originally written in these documents. Receipt of all Addenda must be acknowledged in the note section.

K. Interpretations and clarifications of these documents: For information concerning procedures for responding to this e-quote, contact Barbara Gassaway at (772) 871-5221. Such contact is to be for clarification purposes only. To ensure fair consideration for all Contractors, it must be clearly understood that Mrs. Gassaway is the only individual who is authorized to represent the City. Written questions can be faxed to Mrs. Gassaway's attention at (772) 871-7337. Questions submitted to any other person in any other department will not be addressed. Additionally, the City prohibits communications initiated by a Contractor to **any** City Official or employee evaluating or considering the e-quotes (**up to and including the Mayor and City Council**), prior to the time an award decision has been made.

L. Subcontractors: The City reserves the right to request a list of subcontractors that will be used on this project. This list shall be submitted within three (3) calendar days of the request. This subcontractor list shall include each firm's name, address, telephone number, contact person and work to be performed. Subcontractors shall be properly registered or licensed with the State of Florida or the City of Port St. Lucie. Subcontractors shall, in the City's opinion, be qualified both technically and financially to perform the work.

The City reserves the right to reject any subcontractor who is deemed by the City to be unacceptable technically or financially; or has previously performed work for the City, which the City believed to be unsatisfactory. No

change may be made to this list of subcontractors by the Contractor, before or after award, without written consent of the City.

If, prior to award, the City rejects any subcontractor, the Contractor shall be afforded the opportunity to submit qualifications for an alternate subcontractor with no increase in the e-quote price, adjustment of time or alteration of the e-quote documents. Such qualifications will be due within three (3) calendar days of receipt of notification of subcontractor rejection. Failure to submit an acceptable alternate subcontractor may result in rejection of the e-quote.

M. List of materials: The City reserves the right to request a list of materials, including manufacturers, to be used on this project. The list shall be submitted within three (3) calendar days of the request.

N. Licenses and permits: The Contractor shall secure and pay for all project related licenses, permit fees, and inspection fees, and must be included in the Guaranteed Maximum Price.

O. Time for completion of project: The Contractor shall submit, in the note section, the number of calendar days it will take to complete this project.

P. Award: The City shall award by best value.

Q. Quantities: The Contractor will be responsible for all measurements and quantities. This is a Guaranteed Maximum Price contract and is not based on unit price.

R. Utilities: All of the utilities (water, sewer & electric) have been turned on.

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