



City of Lake Worth
FINANCE DEPARTMENT

INVITATION FOR BID

IFB # 15-114

SURPLUS PROPERTY SALE SEALED BID



Where the Tropics Begin



FINANCE OFFICE
7 North Dixie Highway
Lake Worth, FL 33360
TEL: 561-586-1651

SURPLUS PROPERTY SALE SEALED BID

Bid Submission Deadline

Day/ Date: November 5, 2015

Time: 3:00PM

Location: Finance Office

7 North Dixie Highway – 2nd Floor
Lake Worth, FL 33460

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TENTATIVE BID SCHEDULE

Listed below is the tentative bid schedule by which the actions noted should be completed. If the City finds it necessary to change any of the provided dates and/or times, the change will be accomplished by addenda. All dates and times are subject to change at the City's discretion.

ACTION

COMPLETION DATE

Preliminary Site Visit @ 431 North L St. Lake Worth, FL 33460	October 14, 2015 @ 10:00 AM
Final Question Due	October 20, 2015 @ 2:00 PM
Issue Addendum (if necessary)	October 23, 2015 by 2:00 PM
Bid Due	November 5, 2015 at 3:00 PM



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The City of Lake Worth is seeking an individual or other legal entity to purchase a city owned historic property to be renovated and used for a residential purpose consistent with the City's Comprehensive Plan and Code of Ordinances, including but not limited to, the City's Land Development Regulations. The historic property to be sold is described in the property sheet attached hereto and incorporated herein (consisting of three (3) pages).

The City Commission of Lake Worth declared the property to be surplus and directed that the property be sold by an invitation for bid process. The property will be sold subject to a historic resources covenant.

Bid documents may be downloaded at the City's website at: www.LakeWorth.org. Hard copies of bid documents may also be acquired from the Finance Office at 7 North Dixie Highway, Lake Worth, FL 33460.

Time is of the essence. Any bid received after **3:00 PM on Thursday, November 5, 2015**, whether by mail or otherwise, will be unopened. The time of receipt shall be determined by the time clock located in the Finance Office. Bids shall be placed in a sealed envelope, marked in the lower left-hand corner with the bid number, title, date, and hour bids are scheduled to be received. Bidders are responsible for insuring that their bid is stamped by office personnel by the deadline indicated.

All bids must be delivered or mailed to:

City of Lake Worth, Finance Office – 2nd Floor
7 North Dixie Hwy.
Lake Worth, FL 33460

ENVELOPES CONTAINING BIDS MUST BE IDENTIFIED AS BID # 15-114. Small Business participation is strongly encouraged.



Hirut Darge, Purchasing Agent

PUBLISH: West Palm Beach Post
October 4, 2015

SECTION 1 – GENERAL INFORMATION

SALE OF ONE HISTORIC CITY OWNED PROPERTY

1. Purpose and Intent.

The City of Lake Worth is seeking an individual or other legal entity to purchase a city owned historic property to be renovated and used for a residential purpose consistent with the City's Comprehensive Plan and Code of Ordinances, including but not limited to, the City's Land Development Regulations. The historic property to be sold is described in the property sheet attached hereto and incorporated herein (consisting of three (3) pages).

The City Commission of Lake Worth declared the property to be surplus and directed that the property be sold by an invitation for bid process. The property will be sold subject to a historic resources covenant.

The City will award the sale of the property consistent with the evaluation criteria set forth in the IFB including checking all references to determine the most qualified and financially sound individual or entity to assist in meeting the City's goals with the property. The City desires to put the property on the tax roll and to ensure proper use of the historic structure consistent with the City's Comprehensive Plan and Code of Ordinances, including but not limited to, the City's Land Development Regulations.

The City will negotiate with the successful bidder on the terms and conditions of the purchase and sale agreement for the property; however, the bid amount and the requirements stated in this IFB must be adhered to in the final version of the agreement.

2. Minimum Requirements.

The following requirements are associated with this IFB and must be met or agreed to in order to be considered for award and to close the transaction. Failure to satisfy the following requirements and/or agree to the same will be cause for rejection of a bid and/or termination of the transaction. All decisions of the City are final.

- A. The successful bidder must be in good standing with the City. "Good standing" as used in this IFB means the bidder is not subject to and does not have any outstanding City code enforcement fines, special assessments, taxes, judgments, administrative costs or liens of any kind assessed or recorded against the bidder or property owned by the bidder.
- B. The property is to be sold at a minimum of \$74,649 which is 100% of the 2015 total market value as reported by the Palm Beach County Property Appraiser.**
- C. The successful bidder shall be responsible for all costs associated with the purchase and renovation of the property, including but not limited to, closing costs, title insurance, survey, abstracting, permitting, etc.
- D. The successful bidder shall renovate the property and bring the property into code compliance by applying for and receiving all necessary approvals, including a Certificate of Appropriateness, and building permits within 12 months of the purchase.
- E. The renovation of the property must be complete and code compliant within 24 months of the bidder's receipt of the property from the City via quit claim deed. The City Commission may grant a time extension for the renovation in accordance with established procedures.
- F. The property is being sold "as is" and subject to any encumbrances of record.

- G. The property will be sold subject to an historic preservation covenant that will run with the property.
- H. The successful bidder must provide references and background on prior historic project renovation.
- I. Once acquired, the successful bidder shall not sell, assign, transfer, or otherwise dispose of the property without prior written approval of the City, which approval may be withheld in the City's sole discretion.
- J. All renovations to the property must be accomplished in accordance with proper approvals and permits and all applicable laws, ordinances and regulations.
- K. The successful bidder will be required to enter a purchase and sale agreement with the City which will include, but not be limited to, incorporation of all terms and conditions of this IFB; transfer of the property via quit claim deed from the City; and, agreement upon a bond, letter of credit or other insurance to insure the proper completion of the historic renovation of the property.

END OF SECTION 1 – GENERAL INFORMATION

SECTION 2 - INSTRUCTIONS TO BIDDERS

To ensure acceptance of your bid, bidders must comply with the following instructions:

1. BID SUBMISSION.

A. **One (1) original and seven (7) copies and one (1) digital copy** of each bid must be submitted in a sealed envelope, marked on the outside lower left-hand corner of the envelope with the bid number, title, and date and hour bids are scheduled to be received. Sealed bids shall be mailed or hand-delivered to:

**City of Lake Worth – Finance Office – 2nd Floor
7 North Dixie Highway
Lake Worth, FL 33460**

B. Time is of the essence and any bid received after the closing date and time indicated on the cover of this IFB, whether by mail or otherwise, will not be opened and will not be considered. The time of receipt shall be determined by the time clock located in the Finance Office. Bidders are responsible for insuring that their bid is stamped by City personnel by the deadline indicated. The City shall in no way be responsible for delays caused by any occurrence.

C. Bids submitted by telephone, telegram facsimile or email shall not be accepted.

D. Submission of a bid implies a full understanding of this IFB. Any misunderstanding as to such terms by the bidder will not relieve the bidder from performance.

E. This IFB consists of this document along with all attached documents and forms, all of which are incorporated herein by this reference.

2. THE BID PACKAGE. Each bid submitted in response to this IFB shall contain the following documents:

- B1 Bid Package Cover Sheet
- B2 Bid
- B3 Bid Proposal Information
- B4 Vendor Verification
- B5 List of References
- B6 Drug Free Certification

It is the responsibility of the bidder to insure that all pages are included. All bidders are advised to closely examine this IFB. All bids must be submitted on the provided bid forms. Bids submitted on bidder's letterhead or quotation forms will not be accepted.

3. BID REJECTION. In addition to the City's right to reject any and all bids and/or re-advertise the property for sale, bids may be rejected for noncompliance with the IFB requirements after review by the City. All bids must be submitted on the provided bid forms and **signed in ink by an officer authorized to bind the bidder where applicable.**

4. ERRORS. Bids having erasures or corrections must be initialed in ink by the bidder. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it and initial the correction. Any illegible entries, pencil bids or corrections not initialed may not be accepted. In the event of mathematical extension error(s), the unit price will prevail and the bidder's total offer will be corrected accordingly. In the event of addition errors, the extended line item will prevail and the bidder's total will be corrected accordingly. Bidders shall not be allowed to modify their bids after the bid opening time and date. By submitting a bid, each bidder represents that it has taken all necessary steps to ascertain the nature and location of the property and that it has investigated and satisfied itself as to the general and local conditions which can affect the

performance of the renovation, including: (i) conditions relating to access, egress, transportation, debris disposal, parking and storage of materials; (ii) availability of utilities; and (iii) physical conditions of the property. Any failure by bidder to take these steps will not relieve the Bidder from the responsibility for estimating properly the difficulty and cost of successfully performing the renovation.

5. **BID AMOUNT.** All bid amounts shall remain valid for ninety (90) days after the date of bid closing. If applicable, amounts must be stated in the units specified on the bid form.

6. **NO LOBBYING – CONE OF SILENCE.** In accordance with the Palm Beach County Lobbyist Registration Ordinance and Section 2-112(k) the City’s procurement code, the City’s procurement cone of silence will be in effect as of the due date for bids in response to this IFB. A complete copy of the City’s procurement code is available on- line at municode.com under the City’s code of ordinances (sections 2-111 – 2-117). All bidders are highly encouraged to review the same. In summary, the cone of silence prohibits communication between certain City officials, employees and agents and any entity or person seeking to be awarded a contract (including their representatives, lobbyists and potential subcontractors). The cone of silence terminates at the time of award, rejection of all response or some other action by the City to end the IFB process.

7. **CONFLICT OF INTEREST AND ETHICS REQUIREMENTS.** This IFB is subject to the State of Florida Code of Ethics and the Palm Beach County Code of Ethics. Accordingly, there are prohibitions and limitations on the employment of City officials and employees and contractual relationships providing a benefit to the same. Bidders are highly encouraged to review both the Florida Code of Ethics and the Palm Beach County Code of Ethics in order to insure compliance with the same. **Further, any bidder coming before the City Commission for an award of a contract and who has made an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) to any elected official of the City Commission, who is a current sitting member of the Commission, must disclose such election campaign contribution, verbally and in writing, in their responsive proposal to this IFB.**

8. **PUBLIC ENTITY CRIMES.** Pursuant to section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a bid to the City as agent for 36 months following the date of being placed on the convicted vendor list.

9. **INQUIRIES AND ADDENDA.** Any and all inquiries regarding this IFB must be directed in writing, by US mail, fax or email to:

Hirut Darge, Purchasing Agent
City of Lake Worth, Finance Office
7 North Dixie Hwy.
Lake Worth, FL 33460
E-mail: hdarge@lakeworth.org
(561) 586-1651

Any addenda or other modification to the bid documents will be issued by the City prior to the date and time of Bid closing, as a written addenda distributed to all prospective bidders who have obtained the bid package directly from the City or its authorized representative. Such written addenda or modification shall be part of the bid documents and shall be binding upon each Bidder. Each bidder is required to acknowledge receipt of any and all addenda in writing and submit with their bid. No bidder may rely upon any oral or verbal modification or interpretation in preparing its bid. No interpretation of this IFB will be made for any bidder, except by written addendum.

10. **ACCEPTANCE; REJECTION; CANCELLATION.** In accordance with the City’s procurement code, this IFB may be cancelled and may or may not be re-bid when determined to be in the best interests of the City. Any or all bids may be accepted or rejected in whole or in part, when determined to be in the best interests of the City. The City also reserves the right to reject the bid of any Bidder who has previously failed in the performance of an award or to deliver contracts of a similar nature on time or who is not in a position to perform properly under this

award. The City reserves the right to inspect all facilities of bidders. Any bid received without an authorized signature or past the submittal deadline will be rejected.

Any withdrawal or cancellation of this Invitation for Bid, either before or after selection of a bidder, shall be without liability or obligation on the part of the City or its employees. Any action, selection or failure to select a successful bidder to this IFB shall be without any liability or obligation of the part of the City or its employees.

The City reserves the right to waive any non-material irregularities and technicalities, except timeliness and signature requirements. In addition to other grounds for rejection, bids may be considered irregular and may be rejected if the bid: 1) does not strictly conform to the requirements of this IFB; 2) is incomplete; 3) any Bid Form is altered; 4) contains additions not called for; 5) is conditional; 6) contains prices that are, in the opinion of the City, unbalanced either in excess or below the reasonable cost analysis values; 7) bids is in excess of the approved budget for the project.

11. SELECTION OF BIDDER WITH WHOM TO CONTRACT. The selection of a bidder with whom to contract shall be based on the “best value” to the City using the following criteria:

- A. Bid Amount.
- B. Qualifications and references of bidder to perform historical renovation.
- C. Financial ability to complete renovation.
- D. Satisfaction of IFB requirements.

The above criteria shall be equally weighted.

12. POSTING OF AWARD TABULATIONS. The selected bidder will be notified in writing with intent to award a purchase and sale agreement. Recommended awards will be available for review by interested parties at the Finance Office.

13. CONTRACT. The City and successful bidder will be contractually bound only if and when a written purchase and sale agreement between the parties is executed by the City. In the event the agreement is not executed with the successful bidder and City reserve the right to select the next “best value” bidder based on the bid tabulation and to contract with said bidder. The City may exercise said reserved right for up to a year after bid opening (subject to the agreement of the bidder).

14. PROCUREMENT CODE. The City’s Procurement Code, sections 2-111 to 2-119 of the City’s Code of Ordinances, shall govern this IFB. If there are any inconsistencies between this IFB and the Procurement Code, the Procurement Code shall take precedence.

15. COSTS. All costs incurred by any party in responding to this Invitation for Bid are the sole responsibility of the Bidder including any costs, fees or expenses associated with a protest.

16. PROTEST PROCEDURE. *Please see section 2-115 of the City’s Procurement Code for the procedure.*

17. CITY IS DOCUMENT GATEKEEPER. This IFB is issued directly by the City and the City shall be the sole distributor of all addenda and/or revisions to these documents. It is the responsibility of each bidder to confirm the legitimacy of procurement opportunities or notices directly with the Finance Office. The City is not responsible for any solicitations advertised by subscriptions, publications, websites (other than the City’s) or other sources not connected with the City and the bidder should not rely on such sources for information regarding any solicitation made by the City.

18. SMALL BUSINESS AND LOCAL BUSINESS PREFERENCE. Section 2-117 of the City’s Procurement Code shall govern the application of a small business and/or local business preference for this IFB. **Documentation to support a Bidder as a Small Business and/or Local Business must be submitted with a Bidder’s bid in response to the IFB.** Documentation submitted after the bid deadline will be rejected.

19. PROPERTY OF THE CITY. All materials submitted in response to this IFB become the property of the City. The City has the right to use any or all ideas presented in any response to this IFB, whether amended or not, and selection or rejection of a proposals does not affect this right. No variances to this provision shall be accepted.

20. DISCLOSURE AND DISCLAIMER. The information contained herein is provided solely for the convenience of the Bidders. It is the responsibility of each Bidder to assure itself that information contained herein is accurate and complete. Neither the City, nor its advisors provide any assurances as to the accuracy of any information in this IFB. Any reliance on the contents of this IFB regarding the project or scope of thereof, or on any oral communications with City representatives or advisors, shall be at each Bidder's own risk. Bidders should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. This IFB is being provided by the City without any warranty or representation, express or implied, as to its content; accuracy or completeness and no Bidder or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the City that any bid or proposal conforming to these requirements will be selected for consideration, negotiation or approval.

Any action taken by the City in response to bids or proposals made pursuant to this IFB or in making any award or failure or refusal to make any award pursuant to such bids or proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the City, or their advisors.

Any recipient of this IFB who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this IFB is at the sole risk and responsibility of the party submitting such proposal.

21. COMPLIANCE. All bids or proposals received in accordance with this IFB shall be subject to applicable Florida Statutes governing public records including without limitation Chapter 119, Florida Statutes.

END OF SECTION 2 - INSTRUCTIONS TO BIDDERS

BID PACKAGE COVER SHEET

IFB # 15-114

PROJECT TITLE: SURPLUS PROPERTY SALE SEALED BID

Bidder's Name:

Enclose the following documents:

- _____ 1. Bid Package Cover Sheet (B1)
- _____ 2. Bid (B2) **Must be signed**
- _____ 3. Bid Proposal Information (B3) **Must be signed**
- _____ 4. Vendor Verification (B4) - attach copies of applicable licenses.
- _____ 5. List of References (B5)
- _____ 6. Drug Free Certification (B6)

Please clearly mark the outside lower left corner of the envelope with the IFB number and title, and the date and time for the bid closing.

THIS PAGE AND THE FOLLOWING PAGES ARE TO BE RETURNED WITH YOUR BID.

Submit ONE (1) ORIGINAL and SEVEN (7) COPIES and (1) DIGITAL COPY of your bid package.

AVOID BID REJECTION: All bids must be submitted on the provided bid forms with each form completed and signed where requested. Signatures must be in ink and by a person authorized to bind the bidder.

SURPLUS PROPERTY SALE SEALED BID

BID

IFB # 15-114

Proposal of: _____
(Bidder Name)

Bid Amount: \$ _____

(Write Dollar Figure Here)

By signing the foregoing, the Bidder agrees to comply with all requirements of the IFB and all other things necessary for the successful renovation of the property.

The undersigned Bidder hereby further declares that:

1. This bid is made in good faith, without collusion or fraud and is fair and competitive in all respects.
2. The bidder has carefully examined the IFB and all requirements and bidder has read all issued addenda.
3. The bidder has made a full examination of the property and is familiar with the site conditions that may impact its renovation.
4. Upon receipt of a Notice of Intent to Award, the successful bidder and City shall agree to an appropriate bond, letter of credit or other insurance to insure proper completion of the property's historic renovation.
5. Bidder furthermore agrees that, in case of failure on his/her part to execute a purchase and sale agreement and provide all required documents necessary to close the transaction within ten (10) business days of the City's request to close, the City's offer to close may be immediately withdrawn.
7. The bidder states that its bid is to complete the renovation project and bidder is not scheduled or under contract to perform as a subcontractor on the renovation project.
8. Small Business participation is highly encouraged.
9. The following officer, director or agent of the bidder is also an employee of the City of Lake Worth.

Name

Address

10. The following employee(s) of the City of Lake Worth, either directly or indirectly, an interest of 10% or more of bidder as a legal entity or its affiliates or subsidiaries:

Name

Address

11. The successful bidder and all its affiliates, suppliers, subcontractor or consultants have not been placed on the public entity Crimes convicted vendor list maintained by the State of Florida within the 36 months immediately preceding the date of this bid.

12. Bidder acknowledges that ADDENDA NO(S). _____ have been RECEIVED and are ATTACHED HERETO and are signed by the bidder a duly authorized officer of bidder.

13. By signing and submitting this bid, bidder represents that all bid forms are fully complete and accurate.

14. Bidder acknowledges that the bid may be rejected if all bid forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.

Name of Bidder: _____

HQ Address: _____ ST _____ Zip _____

Phone: (____) _____ Email: _____

FEIN: _____ State of Incorporated: _____

Print Name: _____ Title: _____

SIGNATURE: _____ Date: _____

Sales Office: _____ ST _____ Zip _____

Sales Contact Name: _____ Title: _____

Phone: (____) _____ Email: _____

Failure to fully complete and sign this bid form may result in rejection of the bid.

SURPLUS PROPERTY SALE SEALED BID

IFB# 15-114

BID PROPOSAL INFORMATION

1. Please state your proposal to renovate the historic structure and bring the property into code compliance (attach additional sheets if necessary but not to exceed two pages): _____

2. Please state the amount of money you believe is necessary to accomplish the renovation project \$ _____.
3. Please state how you plan to fund the purchase and renovation of the property: _____

 _____.

<u>ADDRESS</u>	<u>PCN</u>	<u>NOTES</u>	<u>STATUS</u>	<u>LEGAL DESCRIPTION</u>	<u>2015 VALUE</u>	<u>OFFER</u>
431 North L Street	38-43-44-21-15-112-0170	Sealed Bid With Historic Restoration Covenant	Improved	Town Of Lake Worth LTS 17 TO 19 INC BLK 112	\$74,649	

SEE SEPARATE ATTACHMENT

Attachment #1 – City Owned Property Sealed Bid Property Sheet (3 Pages)

Name of Bidder: _____

Address: _____ ST _____ Zip _____

Phone: (____) _____ Email: _____

Print Name: _____ Title: _____

SIGNATURE: _____ **Date:** _____

SURPLUS PROPERTY SALE SEALED BID

IFB # 15-114

VENDOR VERIFICATION FORM

BIDDER:

Name of Firm: _____

Address: _____

Telephone: () _____

Fax: () _____

Email: _____

COMPANY PRINCIPAL:

Name: _____

Address: _____

Telephone: () _____

Email: _____

State License # _____ **(ATTACH COPY)**

County License # _____ **(ATTACH COPY)**

Type of License: _____

Unlimited _____ (yes/no)

If "NO", Limited to what trade? _____

Is the Licensee a full-time employee of the bidder?

_____ Yes _____ No

Will the Licensee be in charge of the renovation work to be performed?

_____ Yes _____ No

City License: **(ATTACH COPY OF APPLICABLE CITY REGISTRATION OR BUSINESS TAX RECEIPT – May be obtained from City Construction Services)**

Failure to fully or accurately complete this form may be cause for rejection of the bid.

SURPLUS PROPERTY SALE SEALED BID

IFB # 15-114

LIST OF REFERENCES

Please provide at least three (3) references as to the bidder's ability to renovate an historic property with at least one reference as to the bidder's financial stability to purchase the property and complete the renovation project. Additional sheets may be used (not to exceed three sheets).

1. Name & Address: _____

Contact Person: _____

Telephone: () _____ Fax: () _____ E-Mail: _____

2. Name & Address: _____

Contact Person: _____

Telephone: () _____ Fax: () _____ E-Mail: _____

3. Name & Address: _____

Contact Person: _____

Telephone: () _____ Fax: () _____ E-Mail: _____

SURPLUS PROPERTY SALE SEALED BID

IFB# 15-114

DRUG FREE WORKPLACE CERTIFICATION

The undersigned bidder, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Name of Legal Entity)

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 violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities, or contractual services that are under bid, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty, or *nolo contendere* to any violation of Chapter 1893, 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.

*Bidders Authorized Signature***

Print Name: _____

Date

****If the above form is not applicable to the bidder, please place "N/A" next to the signature block above and sign and date the form.**