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SECTION I

GENERAL CONDITIONS, INSTRUCTIONS, AND INFORMATION FOR PROPOSERS

1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and proposal forms. All proposal sheets and attachments must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE (CLEARLY MARK PROPOSAL AS “ORIGINAL” AND REQUESTED NUMBER OF COPIES AS “COPY” ON EACH SET ENCLOSED).** The face to the envelope shall contain Proposer’s name, return address, the date and time of proposal opening, the proposal number and title. Proposals not submitted in accordance with the instructions as outlined in the document will be rejected. By submitting a proposal, the Proposer agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Proposers shall submit their proposal complete with all supporting documentation. **SUBMITTAL OF A PROPOSAL IN RESPONSE TO REQUEST FOR PROPOSAL CONSTITUTES AN OFFER BY THE PROPOSER.** Proposals which do not comply with the requirements may be rejected at the option of the City.

2. DELAYS

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify proposers of all changes in scheduled due dates by written addendum.

3. EXECUTION OF PROPOSALS

Proposal must contain a manual signature, in ink, of an authorized representative who has the legal ability to bind the Proposer in contractual obligations in the space provided on Page 1 of Proposal/Proposal Acknowledgment and on the Proposal Response Form. **FAILURE TO PROPERLY SIGN THE PROPOSAL SHALL INVALIDATE SAME, AND IT SHALL NOT BE CONSIDERED FOR AN AWARD.** Proposals must be typed or legibly printed in ink. All corrections made by the Proposer to any part of the proposal document must be initialed in ink. The original proposal conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letter form, signed by proposers, and attached to the proposal.

4. NO BID

If not submitting a proposal, respond by returning only the Proposer acknowledgment form, marking it “No Bid,” and give the reason in the space provided.

5. **PROPOSAL OPENING**

Shall be public, at the address, date, and time specified on the proposer Acknowledgment form. The proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals be delivered after the time specified to be considered; such proposals will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Division shall serve as the official authority to determine the lateness of any proposal. It is the Proposer's sole responsibility to assure that his/her proposal is complete and delivered at the proper time and place of the proposal opening. Proposals, that for any reason are not so delivered, will not be considered. Offers by facsimile, telegram, or telephone are not acceptable. A proposal may NOT be altered by the Proposer after the opening of the proposals. Proposal tabulations will be furnished on the web sites: <https://www.demandstar.com>

6. **TAXES**

The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. If requested, the Purchasing Director will provide an exemption certificate to the awarded Proposer. Vendors or contractors doing business with the City shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

7. **DISCOUNTS**

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

8. **MISTAKES**

- a. Proposers are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT PROPOSER'S BIDDER'S RISK.** In the event of extension error(s), the unit price will prevail and the Proposer's total offer will be corrected accordingly.
- b. Written amounts shall take precedence over numerical amounts. In the event of addition error(s), the unit price and extension thereof will prevail and the Proposer's total offer will be corrected accordingly. Proposals having erasures or corrections must be initialed in ink by the Proposer.

9. **INVOICING AND PAYMENT**

Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this proposal specification shall minimally meet the following conditions to be considered as a valid payment request:

- a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and to be submitted to the Finance Department at the address as stipulated on the Purchase Order.
- b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; bid number, original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated City employee or authorized agent; be clearly marked as “partial”, “complete”, or “final” invoice. The City will accept partial deliveries unless otherwise specified into contract or purchase order document.
- c. The invoice shall contain the Bidder’s Federal Employer Identification Number (F.E.I.N.).

10. DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the bid specifications.

11. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the bid response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Proposal Documents are the only conditions applicable to this bid and the Proposal authorized signature on the Bid Form attests to this.

12. INTERPRETATION

All Proposer shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Proposal; failure to do so, on the part of the bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Proposal Documents shall be requested in writing, and received by the City at least seven (7) days prior to the Proposal Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 11. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of or changes to the bid will be made in the form of a written Addendum to the bid and will be furnished to all Bidders. Receipt of all addenda shall be acknowledged by the Bidders by signing and enclosing said addenda with their bid. The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. The City

will send a written addendum to all Proposers who requested a bid directly from the City Purchasing Division. All proposers should contact the City at least seven (7) calendar days before the bid opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the bid as unresponsive. The City shall not be responsible for providing said addendum to proposers who receive bid packages from other sources.

13. ADDENDUM

Should revisions to the Proposal Documents become necessary, the City will provide a written addendum to all proposers who received a bid package from the City Purchasing Division. Proposer who obtain Proposal Documents from other sources must officially register with the City Purchasing Division in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Bidder may cause your bid to be rejected as non-responsive if you have failed to submit a bid without an addendum acknowledgment for the most current addendum. Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Bidder's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the bid as acknowledgment of addendum.

14. DISPUTES

Any Proposer who disputes the bid selection or contract award recommendation shall file such dispute according to the bid protest procedures. These procedures are available upon request from the City.

15. CONFLICT OF INTEREST

All Proposers must disclose with their bid the name of any officer, director, or agent who is also an employee of the City. All Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

16. LEGAL REQUIREMENTS

Proposers are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being bid. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effect thereof.

17. DRUG-FREE WORK PLACE (DFW)

Preference shall be given to business with Drug-Free Work Place (DFW) Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

18. MINORITY / WOMEN OWNED BUSINESS ENTERPRISE (MWBE)

Minority/Women Owned Business Enterprise (MWBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MWBE wishing to participate in the City procurement process may contact the Purchasing Division for information and assistance.

19. PUBLIC ENTITY CRIMES

No award will be executed with any person or affiliate identified on the Department of Management Services “convicted vendor” list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (currently \$10,000.00) with any person or affiliated on the “convicted vendor” list for a period of thirty-six (36) months from the date that person or affiliate was placed on the “convicted vendor” list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f) Florida Statutes.

20. AWARD

As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, “All or None”, or a combination thereof; with one or more suppliers; to reject any or all proposals or waive any minor irregularity or technicality in bids received, and may, at its sole discretion, request a rebid. Bidders are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

21. EEO STATEMENT

The City is committed to assuring equal opportunity in the award of contracts, and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

22. CONTRACTUAL AGREEMENT

The terms, conditions, and provisions in this Request for Proposal shall be included and incorporated in any final contract or purchase order. The order of precedence will be Proposal Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Fort Pierce, Florida.

23. GOVERNMENTAL RESTRICTION

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the Purchasing Division at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City

reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

24. PATENTS AND ROYALTIES

The Proposer, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commission/Board from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Proposer. Further, if such claim is made, or is pending, the Proposer may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Proposer and receive reimbursement. If the Proposer used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

25. ADVERTISING

In submitting a bid, Proposer agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

26. ASSIGNMENT

Any purchase order or contract issued pursuant to this Request for Proposal and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Purchasing Division.

27. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Proposer certifies that all material, equipment, etc., contained in his/her bid meets all applicable O.S.H.A. requirements. Proposer further certifies that, if he/she is the successful Proposer, and the material, equipment, etc., delivered is subsequently found to be defective in applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Proposer.

28. FACILITIES

The City reserves the right to inspect the Proposer's facilities at any reasonable time, during normal working hours, with prior notice to determine that Proposer has a bona fide place of business, and is a responsible Proposer

29. REPRESENTATION

A Proposer must have at the time of the proposal opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product proposal, and capable of producing or providing the items proposal, and so certify upon request.

30. DISQUALIFICATION OF PROPOSER

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposer's Proposals in which the prices obviously are unbalanced will be subject to rejection.

31. ADJUSTMENTS/CHANGES/DEVIATIONS

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a proposal expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding ONLY if issued by the City's Purchasing Division. The Proposer shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

32. INSURANCE

The awarded Proposer(s) shall maintain insurance coverage reflecting the minimum amounts and conditions specified in the attached specifications or the Special Terms and Conditions. In the event the proposer is a governmental entity or a self-insured organization, different requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract.

33. PUBLIC RECORDS

Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from § 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

34. PROPOSER REPRESENTATION COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Proposal. Proposers should prepare their proposals simply and economically, providing all information and prices as required

35. COOPERATIVE PURCHASING

Any governmental purchasing authority may participate in this purchase for services and commodities from this successful award.

36. CANCELLATION

This request may be canceled and any response, bid, or proposal may be rejected in whole or in part at any time for good cause when in the best interest of the City and/or the Fort Pierce Redevelopment Agency. Section 2-439 (a)(7) of the City Code.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SECTION II

INSURANCE REQUIREMENTS

Contractor shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the City of Fort Pierce, the types and amounts of insurance conforming to the minimum requirements set forth herein. Contractor shall not commence work until the required insurance is in force and evidence of insurance acceptable to the City of Fort Pierce has been provided to, and approved by, the City of Fort Pierce. As evidence of compliance with the insurance required herein, Contractor shall furnish the City of Fort Pierce with:

- (a) a fully completed satisfactory Certificate of Insurance evidencing all coverage required. Also, a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies) and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of the City of Fort Pierce and its board members, officials, officers and employees as additional insureds in the Commercial General Liability coverage;
- (b) the original of the policy(ies); or
- (c) other evidence satisfactory to the City of Fort Pierce.

Until such insurance is no longer required by this Agreement, Contractor shall provide the City of Fort Pierce with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

If requested to do so by the City of Fort Pierce, Contractor shall, within thirty (30) days after receipt of a written request from the City of Fort Pierce, provide the City of Fort Pierce a certified, complete copy of the policies of insurance providing the coverage required.

Workers' Compensation/Employers' Liability

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The policy must be endorsed to provide the City of Fort Pierce with thirty (30) days written notice of cancellation. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

- Part One: "Statutory"
- Part Two: \$1,000,000 (Each Accident)
\$1,000,000 (Disease-Policy Limit)
\$1,000,000 (Disease-Each Employee)

Commercial General Liability

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements. (Other than those required by ISO or the state of Florida or those described below.) The policy must be endorsed to provide the City of Fort Pierce with thirty (30) days written notice of cancellation. The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

- Mold, fungus, or bacteria
- Terrorism
- Sexual molestation

The City of Fort Pierce and its officials, officers, agents and employees shall be included as “Additional Insureds” on a form no more restrictive than the latest edition of ISO Form CG 20 10 (Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization Endorsement). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

General Aggregate	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$Nil
Medical Expense (any one person)	\$Nil

Automobile Liability

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed. The policy shall cover all owned, non-owned, and hired autos used in connection with the performance of the work and must be endorsed to provide the City of Fort Pierce with thirty (30) days written notice of cancellation. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	\$1,000,000
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General Conditions

The insurance provided by Contractor shall apply on a primary basis. Any insurance, or self-insurance, maintained by the City of Fort Pierce shall be excess of, and shall not contribute with, the insurance provided by Contractor.

Except where prior written approval has been obtained hereunder, the insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Contractor shall pay on behalf of the City of Fort Pierce or its officials, officers, agents and employees any deductible or self-insured retention applicable to a claim against the City of Fort Pierce or its officials, officers, agents and employees.

The insurance provided by the Contractor shall be endorsed to provide that the Insurer waives

its rights against the City of Fort Pierce and their officials, officers and employees.

Compliance with these insurance requirements shall not limit the liability of Contractor. Any remedy provided to the City of Fort Pierce by the insurance provided by the Contractor shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Contractor) available to the City of Fort Pierce under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by Contractor shall relieve Contractor from responsibility to provide insurance as required by this Agreement.

Certificates of Insurance must be completed as follows:

1. Certificate Holder

**City of Fort Pierce
Attention: Risk Manager
100 N. U.S. Hwy 1
Fort Pierce, FL 34954-1480**

2. Additional Insured for General Liability

City of Fort Pierce and its officials, officers and employees.

SECTION III

INSTRUCTIONS TO PROPOSERS

1. RFP OPENING DATE

Proposals are due on or before **3:00 PM, MONDAY, SEPTEMBER 30, 2024.**

2. SUBMISSIONS OF PROPOSALS

Proposal response may be submitted in hard copy or electronically. Please see below instructions for submitting your proposal response.

2.1 HARD COPY SUBMISSIONS

Proposals mailed to 100 N. U.S. Highway 1 via the United States Postal Services (USPS) are delivered to the Post Office, not to the physical address and, therefore, may not meet the requirements of Selection 2 above. To be considered, a Bid must be received and accepted in the Purchasing Division before the Proposal closing date and time.

Delivery Address:

**City of Fort Pierce
Attn: Purchasing Division,
Room 101
100 North U.S. #1
Fort Pierce, FL 34950**

Mailing Address:

**City of Fort Pierce
Attn: Purchasing Division,
Room 101
P.O. Box 1480
Fort Pierce, FL 34954-1480**

One (1) original and one (1) USB drive copy of sealed proposals. (Proposal must be submitted in a 3-ring binder. Binder must not be larger than 2" in thickness. Proposal is limited to a maximum of no more than 150 single sided pages. Pages must be numbered to verify quantity. Tab dividers are excluded from the page count.)

2.2 OPTIONS FOR ELECTRONIC SUBMISSIONS

Are as follows:

- Via Demandstar Website, (www.demandstar.com) Electronic Bid (E-Bid). Instructions are provided in the attachment sections of this document.
- By forwarding your response, pdf format to purchasing@cityoffortpierce.com no later than 3:00PM EST. **If you decide to use this submission option, your entire submission must be submitted electronically. Please do not mail hard-copies.**

Copies of the bid documents are available electronically from the Purchasing Division by e-mail request to purchasing@cityoffortpierce.com or on the website of Demandstar.com (www.demandstar.com) and the web site of the City of Fort Pierce (<https://www.cityoffortpierce.com/Bids.aspx?CatID=17>).

2.3 Any proposals received after the designated time and date listed above will be returned unopened.

2.4 All proposals and qualifications will be publicly opened at the time and place specified. In

accordance with Section 2-439 (2) (d) of the City of Fort Pierce Code, no proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. **The register of proposals shall be open for public [viewing] only after contract award."**

3. INQUIRIES/QUESTIONS

3.1 All inquiries will be in a written format and addressed to the Director of Community Response with a copy to the Purchasing Division:

TO
Peggy Arraiz
Director of Community Response
City of Fort Pierce
P.O. Box 1480
Fort Pierce, FL 34954
parraiz@cityoffortpierce.com

COPY
Madison White
Purchasing Agent
City of Fort Pierce
P.O. Box 1480
Fort Pierce, FL 34954
purchasing@cityoffortpierce.com

3.2 No inquiries will be received no later than **5:00PM, September 20, 2024.**

4. TERMS OF CONTRACT

The City does not guarantee any quantity of work under this contract. The contract will be for two (2) years with four (4), one (1) year option(s) to renew, which options shall be exercisable at the sole discretion of the City.

5. CANCELLATION

The City shall have the right to terminate said agreement by giving the Contractor thirty (30) days written notice if the service that is being provided is not maintained at levels necessary to provide the required service. The City will determine in its sole judgement what constitutes a satisfactory level of service.

6. MINORITY PARTICIPATION AND OUTREACH PROGRAM

Describe your firm's program and/or policies in regard to minority and non-discrimination, including the firm's history of Minority and Women Owned Business Enterprise (M/WBE) participation. Include a strategy for promoting minority participation in this project and a realistic goal for participation. List references of Owners, M/WBE firms, contractors, or consultants who can speak to your firm's utilization of M/WBE on previous projects.

7. CERTIFICATE OF INSURANCE

In order to do business with the City of Fort Pierce, you must provide proof of insurance to include general liability, workers compensation, and automobile insurance with proposal submittal. If awarded, insurance must comply with the Required Limits of

Insurance as indicated in Section II of the specification.

8. BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE)

Provide a valid Business Tax Receipt (Occupational License) from your jurisdiction with your proposal submittal.

9. W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM

The Proposer will be required to return a completed W-9 Taxpayer Identification Form with their proposal submittal. **See Section VII - Required Forms.**

10. REFERENCE CHECK FORM

Please provide a detailed list of reference showing your expertise and experience in providing the services requested. A minimum of two (2) references are required for this Bid. Please complete the (see section VII Required forms) Reference Check forms and submit with your submittal. References should include project description, contact names, addresses, phone, and email.

11. PROPOSAL PREPARATION COST

The cost to prepare the proposal in its entirety shall be the full responsibility of the proposer.

12. RESERVED RIGHTS

12.1. The CITY reserves the right to accept or reject any or all submittals, in whole or in part, for any reason whatsoever, to waive minor irregularities and technicalities, and to request resubmission. Also, the CITY reserves the right to accept all or any part of the submittal and to increase or decrease quantities to meet additional or reduced requirements of the CITY. Any sole response received by the submission date may or may not be rejected by the CITY depending on available competition and current needs of the CITY.

12.2. To be **responsive**, a proposer shall submit qualifications which conforms in all material respects to the requirements set forth in the RFP. To be a **responsible** proposer, the proposer shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, the CITY reserves the right to make such investigation, as it deems necessary to determine the ability of any proposer to deliver the goods or service requested. This information may be obtained from the proposer or any credible source. All information request will be done through the Purchasing Division. Such information may include, but shall not be limited to: current financial statements, verification of availability of equipment and personnel, and past performance records.

12.3. The City may disqualify a proposer from being awarded a City contract if the

Purchasing Manager determines after an investigation that the proposer is “not responsible,” based on a poor performance record with the City, a lack of adequate equipment and personnel, insufficient financial wherewithal, or other factors that indicate the bidder is not capable of performing the contract.

- 12.4. If any contract awarded as a result of this RFP is terminated, the CITY reserves the right to go to the next lowest **responsive** proposer with the balance of the contract, unless otherwise stated in the RFP specification.

13. **APPLICABLE LAWS**

Proposers must be authorized to transact business in the State of Florida. Copy of the Registration Certificate and information should be submitted with proposal but is not required. Registration must be completed before a contract can be signed. Applicable provisions of all federal, state, county and local laws and of all ordinances, rules and regulations shall govern development submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposal response hereto and the City of Fort Pierce, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise and lack of knowledge by any proposer shall not constitute a cognizable defense against the legal effect thereof. This includes revisions or as amended thereof. Any involvement with the City of Fort Pierce shall be in accordance with but not limited to:

13.1. City of Fort Pierce Ordinances

13.2. Pursuant to Florida Statutes Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed proposals received by the CITY.

13.3. It shall be the responsibility of the proposer to assure compliance with all other federal, state, county, or city codes, rules, regulations or other requirements, as each may apply.

Pursuant to this solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution, until such time as the agency provides notice of a decision or intended decision pursuant to s. 119.071(2) or within 30 days after proposal opening, whichever is earlier.

14. **INVOICING**

All invoices must contain the Purchase Order number, required identification information, and reflect the Contract prices, terms, and conditions. Invoices containing deviations or omissions will be returned to the contractor for correction and resubmission. Contractors shall not perform any service or provide products until they have been issued an approved Agreement and Purchase Order.

15. E-VERIFY

Firms shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

16. TIE BREAKERS

16.1. The Evaluation Committee may choose to resolve a tie using the criteria below or require additional materials or interviews as the Committee so determines.

16.2. In the event of any tie (in the ranking criteria) the following may take effect:

- a. If there is a tie (two or more firms have the same number of 1st place rankings), then the firms that has the highest number of 1st place and 2nd place rankings shall be the first ranked firm. This method shall be used for all ties.
- b. If there is a tie (two or more firms) having the same number of 1st and 2nd place rankings the following will take effect:

16.3. Preference must be given to vendors submitting a certification with their proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:15.6 Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that is has implemented a drug- free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

16.4. 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.

16.5. Impose a sanction on, or require the satisfactory participation in a drug abuse assist and/or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

16.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

16.7. In the event of any tie between contractors that have a Drug Free Workplace program in place in accordance with Section 287.087, Florida State Statutes, a coin

toss will determine who shall be awarded the contract or receive the first opportunity to negotiate, as applicable.

17. ADDENDUM

Should revisions to the Proposal Documents become necessary, the City will provide a written addendum to all proposers who received a proposal package from the City's Purchasing Division. Proposers who obtain Proposal Documents from other sources other than the City of Fort Pierce website (<https://www.cityoffortpierce.com/Bids.aspx?CatID=17>) and Demandstar (<https://www.demandstar.com/app/buyers/bids>), must officially register with the City's Purchasing Division in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Proposer may cause your proposal to be rejected as non-responsive if you have failed to submit a proposal with an addendum acknowledgment for the most current addendum. Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Proposer's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the proposal as acknowledgment of addendum.

18. ADDITIONAL TERMS

- 18.1. Proposers agree to hold their proposals open until an agreement has been executed between City of Fort Pierce and accepted proposers, or until **90 days** after bids are opened, whichever is longer.
- 18.2. If the Proposal does not conform to The City's requirements, such Proposal may be deemed non-responsive and may not be considered for further evaluation.
- 18.3. The information requested to be included in the Proposal and the manner of submission is essential to permit prompt evaluation of all Proposals. Accordingly, The City reserves the right to declare as non-responsive and reject any Proposal in which requested information was not furnished or when a direct or complete answer was not provided.
- 18.4. Proposers are liable for all errors or omissions incurred by Proposers in preparing the Proposals.
- 18.5. The City reserves the right, in its sole discretion, to waive minor administrative or any procedural irregularities or any informalities contained in this RFP and/or contained in any Proposal submitted in response to this RFP; to reject any unapproved alternate Proposals; and to reject the Proposal of any Proposer who has previously failed to perform competently in any prior business relationship with The City.
- 18.6. The City reserves the right to reject the Proposal of any Proposer in arrears or in default upon any debt or contract to the City of Fort Pierce Commissioners or who have failed to perform faithfully any previous contract with The City or with other governmental jurisdictions. The City reserves the right to reject any or all Proposals without cause.

SECTION IV

SCOPE OF WORK

The City of Fort Pierce invites qualified individuals, firms, and legal entities to submit a proposal for a fixed price contract relative to supplying Nuisance Abatement Services including Lot Clearing, Debris Removal, Tree Trimming/Removal Services, and Securing Vacant Structures. Partial proposals for only specific services will be accepted, however, they will be evaluated utilizing the same criteria as outlined in Section V.

The initial term of the Contract(s) is for two (2) years with four (4), one (1) year option(s) to renew, which options shall be exercisable at the sole discretion of the City. Renewal will be accomplished through the issuance of a Contract amendment from the City's Purchasing Division. In the event that the Contract(s), if any, resulting from the award of this Bid shall terminate or be likely to terminate prior to the making of an award for a new Contract for the identified products and/or services, the City may, with the written consent of the awarded Contractor(s), extend the Contract(s) for such period of time as may be necessary to permit the City's continued supply of the identified products and/or services.

The Contract(s) may be amended in writing from time to time by mutual consent of the parties. Unless this Bid states otherwise, the resulting award of the Contract(s) does not guarantee volume or a commitment of funds. Economic price adjustments may be allowed if the appropriate documentation is provided to substantiate the price adjustment.

1. **SPECIFICATIONS AND REQUIREMENTS**

Work order requests shall be provided to the Contractor by the City and shall include the following information:

- a. The address and parcel number for the property to be addressed.
- b. A map of the location of the property, including the property line measurements. If needed, the map will be marked to show more specific details of the work to be performed.
- c. A description of work required. Ex) Grass in excess of 18"; Trees/shrubs to be lifted and trimmed; Visible large debris; Tires; Secure structure – 2 doors and 4 windows.
- d. The name of the Code Officer responsible for the work order request and contact information.

1.2 The Contactor is required to adhere to the specifications and requirement listed below.

- a. The Contractor is responsible for confirming they are working on property identified in the work order.
 - i. Familiarity with the St. Lucie County Property Appraiser's website is required.
 - ii. A measuring wheel or similar measuring device is required.
- b. The grass is to be neatly cut and mowed to the street edge. Fence lines, trees, houses, etc. are to be weed wacked / trimmed. Edging to be completed when needed.
- c. All trees are to be trimmed up to seven feet (7') above grade and all bushes and shrubbery to be trimmed down to two and a half feet (2.5') above grade.

- d. Tree removal is to be completed with the trunk cut level with the ground. Stump grinding is not required unless specified in the work order request and will be considered an extraordinary expense.
- e. All debris, including all loose, broken, or cut branches, is to be removed by the Contractor daily. Disposal shall be done off the site and the Contractor shall pay all disposal fees.
- f. Clear before and after photographs of each parcel, submitted on standard 8.5" x 11" paper, are to be submitted with the invoice.
 - i. Photos are to be date/time stamped with the address clearly marked on each page.
 - ii. Before and after photos should be taken from the same spot providing the same view.
 - iii. A minimum of two (2) before and two (2) after photos must be submitted for each work order.
- g. All invoices are to be submitted in a timely manner, no later than seven (7) days after the work has been completed.

2. RESPONSE TIME

The Contractor shall be capable of responding in a timely manner as needed. Response to the City's request for services shall not exceed seven (7) days from the time the request is initiated, and the Contractor should be on site capable of starting the work within three (3) days of acceptance of response. The time required for completion of more extensive work will be established prior to the execution of a work order.

3. DAMAGES

Any damage(s) due to negligence or improper conduct of the Contractor occurring to such properties shall be immediately repaired at the expense of the Contractor to a condition equal to or better than that existing before such damage occurred.

4. CODE ENFORCEMENT HEARINGS

If needed, the Contractor or a representative must be available to respond in person to code enforcement hearings resulting from action taken by the City in which the Contractor provided nuisance abatement services. The Contractor may provide supporting testimony regarding the abatement activities taken and to validate documents such as the required photographs and submitted invoices for service.

SECTION V

EVALUATION OF PROPOSALS

1. EVALUATION METHODOLOGY

A Evaluation Committee shall be responsible for short-listing the most qualified firms. The Evaluation Committee may also, at its sole discretion, request additional or clarifying information from any responder. The Evaluation Committee may expressly request such information to remedy any incomplete response but will not be obligated to do so. Failure to provide the information could result in the rejection of the responder's proposal. The occurrence or absence of such a request shall not be cause for objection by any responder. Proprietary information from competing responders shall not be disclosed to the public or to competitors prior to any award subject to Public Records Law, Chapter 119, Florida Statutes.

The City may act only through the City Commission. The proposer may not rely on any representations by the City other than as approved by official action of the City Commission. **The Submittal Package (or sections thereof) of the successful respondent(s) may be incorporated in any Contract that ensues.**

- a. The City shall be the sole judge of its own best interests, the proposal, and the resulting negotiated agreement. The City reserves the right to investigate the financial capability, reputation, integrity, skill, business experience, and quality of performance under similar operations of each Proposer, including stockholders and principals, before making an award. Awards, if any, will be based on both an objective and subjective comparison of Proposal and Proposers. The City's decisions will be final.
- b. The City of Ft. Pierce shall appoint an Evaluation Committee to review and evaluate all submitted proposals and establish a list in order of preference of no fewer than three Proposers deemed to be the most qualified to provide the service requested based on the criteria set for below. The ranking of Proposals will be at the sole discretion of the Evaluation Committee and any protests by any Proposer that is not selected will not be considered.
- c. The City reserves the right to award single or multiple contracts if it is deemed to be in the best interest of the City. The City also reserves the right to reject any and all qualifications proposals. With all factors considered, awards will be made to respondent(s) whose qualifications are deemed, in the sole discretion of the City to best serve the public interest of the City.
- d. The City of Ft. Pierce reserves the right to negotiate a contract with the highest evaluated proposer as determined by the Evaluation Committee. The City of Ft. Pierce reserves the right to negotiate with the selected proposer the exact terms and conditions of the contract. Should negotiations with the highest evaluated proposer not produce an acceptable contract, the City of Ft. Pierce reserves the right to begin negotiations with the second highest qualified proposer, and so on, until an acceptable contract is negotiated, or to break off negotiations with all firms and not award a contract. The responsibility for final selection and award of a contract rests solely with the City of Ft. Pierce.

2. EVALUATION CRITERIA/SCORING

An Evaluation Committee will review and evaluate submittals. The City’s evaluation criteria will include, but shall not be limited to, the following:

1. Qualifications of Proposer.
2. The Proposer’s understanding of the Scope of Work and ability to meet set standards.
3. Verification of availability of equipment and of qualified personnel.
4. Cost/Pricing
5. Related experience in the City of Fort Pierce and/or past contracts with the City or other governmental agencies and references.

Category Title	Category Description	Points
Organizational Profile and Qualifications	Includes information about the Proposer, their size, activities, and expertise with similar programs, and provides resumes of the primary individuals responsible for the project.	25
Scope of Work/Ability to meet set standards.	Outlines the proposer’s understanding of the Scope of Work, detailing the approach, activities, and work products to be provided.	25
Cost / Pricing	Cost of Work Schedule covering all work to be performed. Such as: labor, supervision, equipment, machinery, tools, materials, transportation, insurance, and all other necessary incidentals required. Other potential fees, including but not limited to excessive disposal fees and other extraordinary fees.	25
Equipment/Personnel Overview	Provides details and visuals of all necessary equipment for the Scope of Work. Examples include pick-up trucks, trailers, edging / trimming equipment, commercial grade lawn mowers, bush hogs or similar, tree trimming equipment, and chain saws and qualified personnel to operate the equipment.	10
Past contracts with the COFP or other governmental agencies and references.	Provides past experience with completing similar work with the City of Fort Pierce or other governmental agencies and other references.	15
TOTAL		100

3. INTERVIEWS / ORAL PRESENTATIONS

An invitation to interview may be extended to Respondents based on Evaluation Committee review of the written submittals. The Evaluation Committee reserves the right to adjust scoring based on additional information and/or clarifications provided during interviews. The Evaluation Committee may determine scoring criteria for the interviews following evaluation of written

submittals. The City reserves all rights to begin contract negotiations without conducting interviews

4. REJECTION CRITERIA

Submittals shall be rejected as non-responsive if any of the following criteria exist (this list is not all-inclusive):

- Not all questions, instructions, and forms in the Qualification package have been properly completed;
- The RFP response is found to have concealed or contained false and/or misleading information;
- The City did not receive the RFP package prior to the submittal deadline;
- Your firm is not licensed with the Florida Secretary of State to do business in Florida. You must submit a State of Florida Certificate of Status for your firm;
- All forms included with the application were not signed and/or submitted;
- The Qualification package signature page is not properly executed; and/or
- Completed Project Specific Reference forms are not returned with proposal.

SECTION VI

INSTRUCTIONS FOR PREPARING PROPOSALS

****NOTE: The Proposer must use sections and tabs which are clearly identified and also must number and label all parts, pages, figures, and tables in its proposal. Additional tabs may be appended which contain any other pertinent matters which the proposer wishes the City to take into consideration in reviewing the proposal.**

1. GENERAL

The Proposer(s) warrants its response to this Request for Proposals to be fully disclosed and correct. The proposer must submit a response complying with this RFP, and the information, documents and material submitted in the proposal must be complete and accurate in all material aspects. All proposals must contain direct responses to the following questions or requests for information and be organized so that specific questions being responded to are readily identifiable and in the same sequence as outlined below.

Proposers are advised to carefully follow the instructions listed below in order to be considered fully responsive to this RFP. Proposers are further advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Proposer. Failure to provide requested information may result in disqualification of response.

The proposal must be submitted on 8 1/2" x 11" paper, numbered, typewritten, with headings, sections, and sub-sections identified appropriately.

It is expressly understood that the Evaluation Committee's preference/selection of any proposal does not constitute an award of a contract with the City of Ft. Pierce. It is further expressly understood that no contractual relationship exists with the City of Ft. Pierce until a contract has been formally executed by both the City of Ft. Pierce and the selected Proposer. It is further understood, no Proposer may seek or claim any award and/or reimbursement from the City of Ft. Pierce for any expenses, costs, and/or fees (including attorneys' fees) borne by any Proposer, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Proposer.

2. PROPOSAL SECTIONS

The complete proposal shall contain the following information and shall be submitted in the order shown below. Please address each section in your proposal submission and divide each section of your proposal, with identifying tabs. The proposal must be divided into six (6) sections with references to parts of this RFP done on a section number/paragraph number basis. The eight (8) sections shall be:

1. **Tab 1 – Letter of Transmittal** – This letter will summarize in a brief and concise manner the Proposer's understanding of the Scope of Work and make a positive commitment. The letter must name all persons authorized to make representations for the Proposer, including the titles, addresses, and telephone numbers of such persons. An official authorized to negotiate for the Proposer must sign the Letter of Transmittal.
2. **Tab 2 – Organizational Profile and Qualifications** – This section of the proposal must describe the Proposer, including the size, range of activities, etc. Each Proposer must be

authorized to do business in the State of Florida and, if a corporation, must be incorporated under the laws of one of the States of the United States, proof of same must be provided. The Proposer must emphasize its expertise in and experience with similar programs. The Proposer must identify the primary individuals responsible for supervising the work. The Proposer shall provide the City with the resumes of the primary individuals.

3. **Tab 3 – Scope of Work** – This section of the proposal should explain the Scope of Work as understood by the Proposer and detail the approach, activities, and work products to be provided.
4. **Tab 4 – Cost/Pricing** – Each Contractor is required to submit pricing as part of its response utilizing the Cost of Work Schedule. **(See Exhibit A.)**
 - a. Submitted Cost of Work shall cover all work to be performed by the Contractor under this section including all labor, supervision, equipment, machinery, tools, materials, transportation, insurance, and all other incidentals necessary to comply with the specifications required to perform nuisance abatement services requested by the City.
 - b. Excessive disposal fees, materials for securing vacant structures or other extraordinary fees incurred may be submitted to the City for reimbursement providing the following conditions are met:
 - i. The estimated fees are included in the response to the work order request and approval is received from the City.
 - ii. The receipt for such fees is submitted with the invoice and corresponding date/time stamped photographs support the need for the additional fees.
5. **Tab 5 – Equipment Overview** – This section of the proposal should list all equipment the Proposer has to complete the Scope of Work. Photos and descriptions of the equipment should be included. Such equipment includes, but is not limited to, pick-up trucks, trailers, edging / trimming equipment, commercial grade lawn mowers, bush hogs or similar, tree trimming equipment, and chain saws.
6. **Tab 6 – Supplemental Data & Documents** – Any additional information that the Proposer considers pertinent for consideration should be included in a separate section of the proposal.

SECTION VII REQUIRED FORMS

SUMMARY OF REQUIRED FORMS

Form No. 1 – Drug Free Workplace Certification (1 page)

The form may be use as part of a tiebreaker for tie scores. If your company does not have a Drug Free Workplace Program, you must mark this form N/A and return it with your RFP package. If your company has a Program, sign and return the form.

Form No. 2 – Non-Collusive Form (1 page)

Each proposer shall execute an affidavit, in the form provided by the City, to the effect that he/she has not colluded with any other person, firm or corporation in regard to any proposal submitted. Such affidavit shall be attached to the proposal form.

Form No. 3 – Public Entity Crimes (3 pages)

A person or affiliate who has been placed on the convicted vendor list following a conviction for a 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 bids on leases of real property to a 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 Section 287.017 of CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Form No. 4 – Scrutinized Companies Certification (1 page)

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes. At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of \$1 million or more, the company must certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Form No. 5 - Affidavit Regarding the Use Coercion for Labor or Services (2 pages)

Pursuant to the Bill, Section 787.06(13), Florida Statutes, now requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

Form No. 6 – E-Verify Affidavit (1 page)

Consultants: Shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term

Form No. 7 – References

This form shall be complete and returned with your submittal.

Form No. 8 – W-9 Taxpayer Identification Number

This form shall be complete and returned with your submittal.

Form No. 9 – Proposal Price Sheet (Exhibit A)

This form shall be complete and returned with your submittal.



DRUG FREE WORKPLACE FORM

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

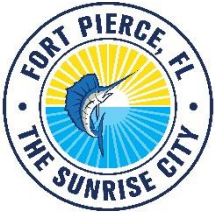
_____ does:
(Name of Business)

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

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

Proposer's Signature

Date



NON-COLLUSION AFFIDAVIT FOR PRIME BIDDER

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, deposes
and says:

That he is _____
(a partner or officer of the firm, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

(Firm Name)

By: _____

Title: _____

Subscribed and sworn to before me this _____

day of , _____ 2024.

Notary Public

My Commission expires: (Seal)



PUBLIC ENTITY CRIMES AFFIDAVIT
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted by City of Fort Pierce
(Print name of the public entity).
by _____
(Print individual's name and title)
for _____
whose business address is _____

(If applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet). Required as per the IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime: or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

_____ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority _____
(Name of individual signing)

Who, after first being sworn by me, affixed his/her signature in the space provided above on this
day _____ of _____, 20____.

(NOTARY PUBLIC)

My Commission Expires: _____



CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Name: _____
Respondent's Authorized Representative Name and Title: _____

Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____ Respondent FEIN: _____
Email Address: _____

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

Certification:

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.



CITY OF FORT PIERCE

AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name: _____

Authorized Representative's Name and Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Email Address: _____

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____

Authorized Signature	Printed Name and Title	Date
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STATE OF FLORIDA
COUNTY OF _____

Sworn (or affirmed) and subscribed before me by means of

physical presence or online notarization

this ____ day of _____, 20____ by _____, who is

personally known or

produced identification (ID produced: _____).

Notary Public Signature: _____ (Seal)

Print Name: _____

My Commission Expires: _____



E-VERIFY AFFIRMATION STATEMENT

Description: Nuisance Abatement Services (Rebid)

Pursuant to Section 448.095, Florida Statutes, Contractor/Proposer/Responder acknowledges and agrees:

- (a) to register with and use the E-Verify System to verify the work authorization status of all persons employed by the Contractor/Proposer/Responder to perform employment duties during the term of the Contract, and
- (b) to require any subcontractor (as defined in Section 448.095, Florida Statutes) assigned by Contractor/Proposer/Respondent to perform work pursuant to the Contract to register with and use the E-Verify System to verify the work authorization status of all persons employed by the subcontractor during the term of the Contract, and
- (c) if Contractor/Proposer/Responder enters into a contract with a subcontractor, Contractor/Proposer/Responder shall obtain an affidavit from every subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor/Proposer/Responder shall maintain a copy of such affidavit for the term of the Contract, and
- (d) the Contractor/Proposer/Bidder shall use the E-Verify System during the term of the Contract, as a condition of the Contract.

Contractor/Proposer/Bidder Company Name: _____

Authorized Company Person's Signature: _____

Authorized Company Person's Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____

Sworn (or affirmed) and subscribed before me by means of physical presence or online notarization this ___ day of _____, 20___ by _____, who is personally known or produced identification (ID produced: _____).

Signature: _____ (Seal)

NOTARY PUBLIC

My Commission Expires: _____



THE SUNRISE CITY
FORT PIERCE
 PURCHASING
 DEPARTMENT

Florida

REFERENCES

RFP NO. 2024-048 NUISANCE ABATEMENT SERVICES

Contact Person & Title	
Email Address	
Phone No.	
Company Name	
Mailing Address	
City, State, Zip	
Type of commercial work contracted	
Contact Person & Title	
Email Address	
Phone No.	
Company Name	
Mailing Address	
City, State, Zip	
Type of commercial work contracted	

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

Social security number
OR
Employer identification number

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

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

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

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

CITY OF FORT PIERCE CHECKLIST

This checklist is provided to assist each Proposer in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Proposer to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Proposer to read and comply with the Request for Qualifications in its entirety.

Check “Yes” or “No” to each of the following:

	YES	NO
Is Request for Qualifications cover page (page 1) completed, signed and attached?		
Include proof of proper insurance as stated in bid documents.		
Are all of the Required forms complete and included?		
Is each Addendum (when issued) signed and included?		
Have you checked your proposal for proper organization, tabs are correct?		
Are you in compliance with the page limitations?		
Hard Copy Submissions: Confirmation of one (1) original and one (1) copy on USB Drive.		
Did you submit your proposal electronically?		
Have you made sure your corporate address matches your Sunbiz information ?		
Are you registered on Demandstar to received addendums		
Have all areas of the RFP forms and related documents been signed off by and authorized agent of the company and / or witnessed / notarized where applicable?		

PLEASE SIGN AND RETURN WITH BID _____

EXHIBIT A

PROPOSAL PRICE SHEET

Cost of Work shall cover all work to be performed by the Contractor under this section including all labor, supervision, equipment, machinery, tools, materials, transportation, insurance, and all other incidentals necessary to comply with the specifications required to perform nuisance abatement services requested by the City.

JOB TITLE	DESCRIPTION	PROPOSED PRICE (HOURLY)
Lot Clearing	Lift trees / remove underbrush / cut grass / trim bushes – per man hour.	\$
Junk / Debris Removal	Price per pound or per man hour.	\$
Tree Timming / Removal Services	Cost per tree or per man hour.	\$
Tire Disposal	Price per tire or per pound.	\$
Securing Vacant Structures	Windows and doors secured either with painted wood supplied by the vendor or with clear board provided by the City – per man hour.	\$
Mowing	Grass only / minor trash and debris – per man hour.	\$

The hourly rate is fully burdened to include all costs No additional reimbursement expenses shall be billed.

Company: _____

Address: _____

City, State, Zip code: _____

Phone Number: _____ Email: _____

Authorized Signature: _____

Printed Name: _____

Title: _____ Date: _____