

Surplus Land Sale



903 S 3rd Street

Request for Proposals

The City of Fort Pierce is proposals for the sale or transfer of surplus land located at approximately 903 South Third Street. The site is owned by the City of Fort Pierce and was acquired during for development of the Police Station. The station was constructed without use of the site, therefore the property has been identified as surplus.

RFP

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Property Highlights

- 5,187.5 sq. ft. site
- 41.5 ft. of Street Frontage
- Access to rear alleyway



903 S 3rd Street—Looking West



903 S 3rd Street—Perspective View

City of Fort Pierce

City of Ft. Pierce Procurement Dept.
 100 North U.S. #1, 1st Floor
 Ft. Pierce, Florida 34950

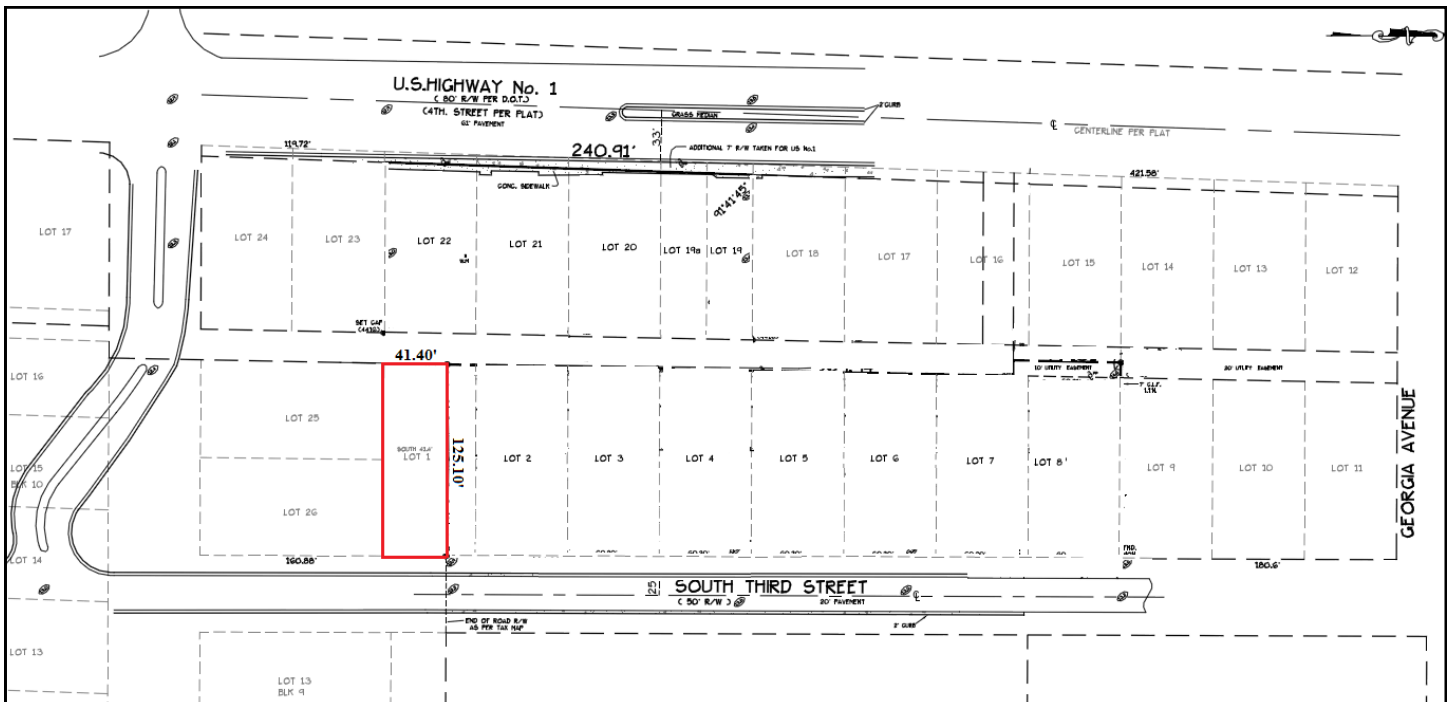
Phone: 772-467-3749
 Email: gcarter@city-ftpiercer.com



December 2014 — RFP Deadline

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

THE SUNRISE CITY



Plat Aerial & Project Boundaries

<p>DELIVER TO: City of Fort Pierce 100 North U.S. #1 Fort Pierce, FL 34950</p> <p>MAIL TO: City of Fort Pierce Procurement Dept. P.O. Box 1480 Fort Pierce, FL 34954-1480</p>	<p>REQUEST FOR PROPOSAL</p>
<p>Contact: Gelencia Carter, 772-467-3749</p>	<p>RFP No: 2014-x</p>
<p>Pre-Proposal Conference Date: 10:00 A.M., Thursday, November 13, 2014</p>	<p>RFP Title: Surplus Land – South Third Street</p>
<p>Pre-Proposal Location: City Hall, 2nd Floor Conference Room 100 North U.S. 1 Fort Pierce, FL 34950</p>	<p>RFP Opening Location: City of Ft. Pierce Procurement Dept. 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950</p>
<p>RFP Due Date & Time: 3:00 PM, MONDAY, DECEMBER 1, 2014</p>	<p>If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.</p>
<p>Proposer Name: ----- Mailing Address: ----- ----- -----</p>	<p><i>I hereby certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this proposal for the proposer.</i></p> <p>X _____ Authorized Signature (Manual)</p>
<p>City, State, Zip Code:</p>	<p>Typed or Printed Name:</p>
<p>Type of Entity (Circle One): Corporation Partnership Proprietorship</p>	<p>Title:</p>
<p>Incorporated in the State of: Year:</p>	<p>Delivery in _____ days, ARO</p>
<p>Phone Number:</p>	<p>Payment Terms: Net 30 Days</p>
<p>Fax Number:</p>	<p>FEIN or SS Number:</p>
<p>E-Mail Address:</p>	<p>Local Business: __Y __N MWBE: __Y __N</p>
<p>Bid Security is attached, when required, in the amount of \$ _____ F.O.B. DESTINATION</p>	<p>If returning as a "No Bid" state reason:</p>
<p>THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID</p>	

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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 on the enclosed Proposal Form shall 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. Applicants must submit one (1) original and ten (10) copies of the proposal. **SUBMITTAL OF A PROPOSAL IN RESPONSE TO REQUEST FOR PROPOSALS 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 PROPOSAL

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 Proposer/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 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 delivered after the time specified 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 Department shall serve as the official authority to determine lateness of any proposal. It is the Proposers sole responsibility to assure that his/her proposal is complete and delivered at the proper time and place of the proposal opening. Proposals, which 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 opening of the proposals. Proposal tabulations will be furnished on the web site: <http://www.cityoffortpierce.com>, Demandstar.com and Public Purchase.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 proposal evaluation purposes.

8. **MISTAKES**

- a. Proposers are expected to examine the specifications, delivery schedule, proposal prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT PROPOSER'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; proposal 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 Proposer'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 proposal specifications.

11. **ADDITIONAL TERMS AND CONDITIONS**

No additional terms and conditions included with the proposal 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 proposal 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 proposal and the Proposer's authorized signature on the Proposal Form attests to this.

12. INTERPRETATION

All Proposers 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 Proposals; failure to do so, on the part of the proposer, will constitute an acceptance by the Proposer 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 1. No person is authorized to give oral interpretations of, or make oral changes to, the proposal. Therefore, oral statements given before the proposal opening will not be binding. Any interpretation of or changes to the proposal will be made in the form of a written Addendum to the proposal and will be furnished to all Proposers. Receipt of all addenda shall be acknowledged by the Proposers by signing and enclosing said addenda with their proposal.

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 proposal directly from the City Purchasing Department. All proposers should contact the City at least seven (7) calendar days before the proposal opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the proposal as unresponsive. The City shall not be responsible for providing said addendum to proposers who receive proposal 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 proposal package from the City's Purchasing Department. Proposers who obtain Proposal Documents from other sources must officially register with the City's Purchasing Department 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 without 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.

14. DISPUTES

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

15. CONFLICT OF INTEREST

All proposers must disclose with their proposal 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 proposal. Lack of knowledge by the proposer 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 proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal 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 Department 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 proposals received, and may, at its sole discretion, request a rebid. Proposers 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 Department 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 proposal 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 proposal, 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 Invitation to Proposal and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Purchasing Department.

27. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Proposer certifies that all material, equipment, etc., contained in his/her proposal 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 born 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 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. DISPROPOSAL 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 Proposers 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 Department. 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**

Upon award recommendation or ten days after opening, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the Proposal, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

34. **PROPOSAL PREPARATION 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.

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

INSTRUCTIONS TO PROPOSERS

1. **PROPOSAL OPENING**

- 1.1 Proposals are due on or before **3:00 PM, Wednesday, November 12, 2014.** Eleven (11) copies (one original and ten copies) of sealed Proposals shall be mailed or delivered to:

Delivery Address:
City of Fort Pierce
100 North U.S. #1
Fort Pierce, FL 34950

Mailing Address:
City of Fort Pierce
P.O. Box 1480
Fort Pierce, FL 34954-1480

Copies of the proposal documents are available electronically from the Procurement Department by e-mail request to biddesk@city-ftpierce.com on the web site of Demandstar.com (www.demandstar.com) and Public Purchase.com (www.publicpurchase.com).

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

- 1.2 All proposals and Proposals will be publicly opened at the time and place specified. In accordance with Section 2-63(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.**”

2. **PRE-PROPOSAL CONFERENCE**

- 3.1 A **Pre-Proposal Conference** will be held at **10:00 A.M., Thursday, November 4, 2014**, in the Second (2nd) Floor Conference Room, City Hall, 100 North U.S. #1, Fort Pierce, Florida. All interested bidders are **encouraged** to attend this pre-Proposals conference

3. **INQUIRIES/QUESTIONS**

2.1 All inquiries will be in a written format and addressed to City of Fort Pierce Deputy City Manager with a copy to the Purchasing Manager:

TO

City of Fort Pierce
Nick Mimms
Deputy City Manager
P. O. Box 1480
Fort Pierce, FL 34954-1480
Fax: (772) 460-6847
Email: nmimms@city-ftpierce.com

COPY

City of Fort Pierce
Gelencia Carter
Purchasing Manager
P.O. Box 1480
Fort Pierce, FL 34954-1480
Fax: (772) 595-9948
Email: biddesk@city-ftpierce.com

2.2 No inquiries will be received within seven (7) calendar days of Proposal closing date.

4. **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 or consultants who can speak to your firm's utilization of M/WBE on previous projects.

5. **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 III of the specifications.

6. **BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE)**

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

7. **PURCHASING CARD PROGRAM**

7.1 The City has implemented a **Purchasing Card Program**. The selected Proposers(s) can take advantage of this program and in consideration receive payment within several days, instead of the City's policy of Net 30 Days After Receipt of Invoice (ARI). **Any percentage off the bid price for the acceptance of Visa will be considered in the bid award.** If no such percentage is given, the City shall assume 0% discount applies.

- 7.2** Proposers are requested to state on the Bid Response Form, if they will honor the VISA Purchasing Card. In the event of failure on the part of the Proposer to make this statement, the City shall assume the purchase or Contract price shall be governed by the Net 30 ARI (after receipt of invoice).

SECTION III~ SPECIFICATIONS



CITY OF FORT PIERCE

Request for Proposals No. 2014-xxx

SURPLUS LAND SALE South Third Street

Map



November 2014

REQUEST FOR PROPOSALS NO. 2014-

I. EXECUTIVE SUMMARY - REQUEST FOR PROPOSALS

The City of Fort Pierce invites interested and/or qualified developers to submit a proposal for the purchase of vacant land which has been identified as surplus. The use of this land for infill commercial or recreational development is encouraged.

II. SOLICITATION, EVALUATION, AND NEGOTIATION PROCEDURES

In the interest of limiting the initial investment of effort and cost on the part of respondents, the disposition process for RFP No. 2014-x is simplified into a single phase.

A. REQUEST FOR PROPOSALS (RFP)

Respondents shall submit the following information in their Proposals in response to this RFP:

1. A detailed description of the respondent's Proposals and experience.
2. A description of representative development projects completed by the respondent.
4. A preliminary development program including land use, intensity and development approach.

The CITY OF FORT PIERCE does not require nor expect respondents to submit a specific development plan or design concept based on detailed architectural and engineering work as a part of their Proposals. Each respondent must submit a conceptual development program indicating the proposed uses and intensity of uses that the respondent would intend to pursue. However, the CITY OF FORT PIERCE will consider any illustrative graphics submitted which indicate characteristic or quality which respondent would intend to pursue to subject property.

In the event that a respondent refers to a specific development project in describing the respondent's Proposal, experience and capability, the respondent should describe the role the respondent played in each such project. The CITY OF FORT PIERCE expects respondents to give special attention to a demonstration of the respondent's ability to secure construction and permanent financing.

The Proposals shall be submitted in bound form in an 8 ½ x 11 format. Respondents

may include documents larger than 8 ½ x 11 provided that such documents are folded and/or inserted in a pocket which is bound into the Statement.

One original and ten (10) copies of the respondent's Proposal are required to be submitted in a sealed envelope received by **3:00PM, Monday, December 1, 2014**.

Delivery:

City of Fort Pierce
Attn: Purchasing Department
100 N. US 1
Fort Pierce, FL 34950

Mail:

City of Fort Pierce
Attn: Purchasing Department
P.O. Box 1480
Fort Pierce, FL 34954-1480

All Statements of Proposals, which are received according to the noticed timetable, will be opened immediately after **3:00PM, Monday, December 1, 2014**, and reviewed for analysis.

City of Fort Pierce staff will prepare a rating matrix for evaluation of each of the respondents based on the Proposals received, and recommend an evaluation committee to review and evaluate Proposals.

City of Fort Pierce will select a respondent or respondents to interview. Following the interview(s), each respondent, City of Fort staff will evaluate the proposals, rank each of the respondents, and recommend a preferred developer. The City of Fort Pierce will then enter into negotiations with the highest ranked respondent for a period of ninety (90) days. If an agreement in principle cannot be reached with the highest ranked respondent within ninety (90) days, the City of Fort Pierce will commence negotiations with the next highest ranked respondent, and so on until an acceptable agreement has been reached with a qualified respondent.

C. CONTACT PERSON

Procedural questions related to the Surplus land disposition process, see **page 7, item number 2, Inquiries/Questions.**

Requests for substantive clarification or information should be submitted in writing to the same address. **The deadline for submission of written questions and requests for clarification shall be no later than 5:00PM, Monday, November 24, 2014.**

D. EVALUATION CRITERIA

The evaluation criteria in the selection of respondents for the "short list" for the RFP stage of the disposition process will include but not be limited to the following:

1. Proposals and experience of the respondent and key members of the development team.
2. Financial capacity of the respondent to acquire and redevelop the subject property.
3. The extent to which the preliminary development program is consistent with the goals, policies, and objectives of the Community Redevelopment Plan and the Comprehensive Plan for the City of Fort Pierce.

III. REQUEST FOR PROPOSALS GUIDELINES

A. DEADLINE FOR SUBMITTAL OF PROPOSALS

- Proposals shall be submitted to the Procurement Department on or before **3:00PM, MONDAY, DECEMBER 1, 2014**

B. FORM AND NUMBER OF COPIES

- Each respondent shall submit one (1) original and ten (10) copies of their Proposals in 8 ½ x 11 format. The Statement of Proposal shall be submitted in a sealed envelope marked in bold:

**PROPOSALS
CITY OF FORT PIERCE
RFP NO. 2014-x**

C. ADDRESS FOR SUBMITTAL

Proposals shall be sent to:

Delivery

City of Fort Pierce
Attn: Purchasing Department
100 N. US 1
Fort Pierce, FL 34950

Mail

City of Fort Pierce
Attn: Purchasing Department
P.O. Box 1480
Fort Pierce, FL 34954-1480

D. MINIMUM CONTENTS OF PROPOSALS

Each Statement of Proposal shall include the following information. To the extent that a respondent is comprised of one or more business entity or person, information relative to each member of such team shall be provided:

Proposals

1. Name and address of respondent, including all team members if any, including personnel who will be involved and the business addresses of key individuals.
2. Nature of respondent's business organization including state of incorporation or formation of partnership, if any.
3. Respondent's organizational structure.
4. The respondent's professional qualifications and experience in development, financing, and management of comparable projects. The specific role played by the respondent in any project, which is referred to in regard to the respondent's experience, shall be described in detail.
5. Documentation demonstrating the respondent's financial capacity to acquire (to be determined) and develop the property and to obtain financing for large-scale real estate development projects.
6. List of references including contact names, addresses, telephone and facsimile numbers.

Preliminary Development Project Program

1. Description of preliminary development program including proposed uses, intensity of uses, and general character of development.
2. Description of types and numbers of structures, including anticipated dimensions and character of buildings.
3. Description of anticipated pricing of real estate products and other indicators of character and quality of the proposed development program.
4. Description of special amenities or design features anticipated to be included in the development program.

In their Proposals, candidates are expected to focus the respondent's qualifications and experience and to illustrate the character of development proposed with illustrations of other development projects. In their Proposals, respondents must describe their experience with similarly situated properties or projects and to demonstrate their ability to understand and successfully deal with the physical and market environment influencing the project concepts. Respondents are encouraged to use available materials including graphic images (photographs and/or drawings) of projects in which the respondent was not involved, but are images that reflect concepts or ideas that the respondent proposes for redevelopment.

IV. DISCLOSURES AND DISCLAIMERS

The information contained in this Request for Proposals (RFP) is provided solely for the convenience of the proposer. The City of Fort Pierce has assembled the information in a good faith effort to assist in the disposition process; however, the City of Fort Pierce make no representation, warranty, or guarantee as to the accuracy of the information. It is the responsibility of the proposer to verify that the information is accurate.

The City of Fort Pierce reserves the right to accept any submittal and/or proposals deemed to be in the best interest of the City of Fort Pierce, to waive any irregularities in any proposals, or to reject any and/or all submittals and/or proposals and to re-advertise for new proposals.

The City of Fort Pierce do not assume any financial or other obligation to any respondent. Any Proposals submitted in response to this RFP is at the sole risk and responsibility of the party submitting such Statement.

Neither the City of Fort Pierce, nor any of their advisor will pay a brokerage, finders, or referral fee to any party in connection with this RFP. In the event of any conflict between this section and the rest of the RFP, the provisions of this section shall take precedence.

V. DECLARATION OF INTEREST

Each respondent shall execute a Declaration of Interest in substantially the following form:

The undersigned, as Respondent, declares that the only persons interested in this Proposals submitted in response to this Request for Proposals are named herein, that no other person or entity has any interest in this Proposals or any Proposal which may arise out of the Statement, that this Proposals is submitted without connection or arrangement with any other person and that this Proposals is true and correct and is in every respect fair, in good faith, and without collusion or fraud.

The Respondent further declares that he/she/it has complied in every respect with all of the instructions to respondents, that he/she/it has read the Request for Proposals and any addenda [which addenda shall be listed in the declaration] which may be issued and that he/she/it has satisfied himself/herself fully with regard to all matters and conditions with respect to the Proposal.

Name of Firm, Individual or Corporation

Signature

(Title)

Signature

(Title)

Signature

(Title)

Signature

(Title)

SECTION VI - FORMS

DRUG-FREE WORK PLACE 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's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are 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 employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Proposer's Signature

Date

CITY OF FORT PIERCE PROPOSER'S CHECKLIST

This checklist is provided to assist each Proposer in the preparation of their proposal 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 Proposals in its entirety.

Check "Yes" or "No" to each of the following:

YES

NO

Is Request for Proposals cover page (page 1) completed, signed and attached? _____

Include proof of proper licensing as stated in Proposal documents. _____

Proposals envelope is marked accordingly. _____

Is Drug-Free Workplace form signed and enclosed (if applicable) _____

Is Declaration of Interest form signed and enclosed _____

Are eleven (11) complete Proposals packages included (one original and ten copies) ? _____

Is each Addendum (when issued) signed and included? _____

PLEASE SIGN AND RETURN WITH PROPOSAL _____