

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

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

CITY OF FORT PIERCE



**REQUEST FOR PROPOSALS
 and
 PROPOSER ACKNOWLEDGMENT**

Bid Writer: LaTonya Hubbard, 772-467- 3102

RFP No: 2025-011

Pre-Proposal Conference Date:
 N/A

RFP Title: ANNUAL CONTRACT FOR INSPECTION SERVICES

Pre-Proposal Location:
 N/A

RFP Opening Location:
 City of Ft. Pierce Purchasing Division
 Room 101
 100 North U.S. #1, 1st Floor
 Ft. Pierce, Florida 34950

RFP Due Date & Time:
 3:00 PM, THURSDAY, JANUARY 16, 2025

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.

Proposer Name:

Mailing Address:

I hereby certify that this bid 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 bid for the bidder.

X _____
 Authorized Signature (Manual)

City, State, Zip Code:

Typed or Printed Name:

Type of Entity (Select one):
 Corporation _____
 Partnership _____
 Proprietorship _____

Title:

Incorporated in the State of: _____ **Year:** _____

Delivery in _____ days, ARO

Phone Number:

Payment Terms: Net 30 Days

Fax Number:

FEIN or SS Number:

E-Mail Address:

Local Business: ___Y ___N MWBE: ___Y ___N

Bid Security is attached, when required, in the amount of \$ _____
 F.O.B. DESTINATION

If returning as a "No Bid" state reason:

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID

Table of Contents

SECTION I – GENERAL CONDITIONS, INSTRUCTIONS, AND INFORMATION FOR BIDDERS

1	GENERAL INFORMATION	1
2	DELAYS	1
3	EXECUTION OF BIDS	1
4	NO BID	1
5	PROPOSAL OPENING	1
6	TAXES	2
7	DISCOUNTS	2
8	MISTAKES	2
9	INVOICING AND PAYMENT	2
10	DELIVERY	3
11	ADDITIONAL TERMS AND CONDITIONS	3
12	INTERPRETATION	3
13	ADDENDUM	4
14	DISPUTES	4
15	CONFLICT OF INTEREST	4
16	LEGAL REQUIREMENTS	4
17	DRUG FREE WORKPLACE	4
18	MINORITY/WOMEN OWNED BUSINESS ENTERPRICES	5
19	PUBLIC ENTITY CRIMES	5
20	AWARD	5
21	EEO STATEMENT	5
22	CONTRACTUAL AGREEMENT	5
23	GOVERNMENTAL RESTRICTION	6
24	PATENTS AND ROYALTIES	6
25	ADVERTISING	6
26	ASSIGNMENT	6
27	COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH	6
28	FACILITIES	7
29	REPRESENTATION	7
30	DISQUALIFICATION OF BIDDER	7
31	ADJUSTMENTS/CHANGES/DEVIATIONS	7
32	INSURANCE	7
33	PUBLIC RECORDS	7
34	PROPOSER REPRESENTATION	8
35	COOPERATIVE PURCHASING	8
36	CANCELLATION	8
SECTION II INSURANCE REQUIREMENTS		9
SECTION III – INSTRUCTIONS TO PROPOSERS		12
1	PROPOSAL OPENING	12
2	SUBMISSION OF PROPOSALS	13
3	MANDATORY PROPOSAL CONFERENCE	13
4	INQUIRIES/QUESTIONS	13
5	INSTRUCTIONS FOR PREPARING PROPOSALS	13
6	SUBMISSION REQUIREMENTS	14

7	EVALUATION METHOD	15
8	REQUEST FOR ADDITIONAL INFORMATION	16
9	CERTIFICATE OF INSURANCE	16
10	BUSINESS TAX RECEIPT	16
11	W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM	16
12	REFERENCES	16
13	PROPOSAL PREPARATION COST	16
14	MINORITY PARTICIPATION AND OUTREACH PROGRAMS	16
15	INDEMNIFICATION	17
16	LICENSES	17
17	ACCURACY OF QUALIFICATION INFORMATION	17
18	PROHIBITION AGAINST CONTINGENT FEES	17
SECTION III – STATEMENT OF WORK		18
1	SCOPE OF WORK	18
SECTION IV – STANDARD FORMS		23
		24
	DRUG-FREE WORKPLACE	25
	W-9 IDENTIFICATION NUMBER AND CERTIFICATION	26
	REFERENCES	27
	PROPOSER'S CHECKLIST	28
APPENDICES- -SUPPLIERS INSTRUCTIONS – ELECTRONIC BIDDING INSTRUCTIONS		29

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 12. 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

<h3>INSURANCE REQUIREMENTS</h3>

Vendor 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. Vendor 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, Vendor shall furnish the City of Fort Pierce with:

Commercial General Liability

The Vendor shall maintain and, prior to commence general liability insurance and provide proof of Insurance to the City of the Pierce to include:

1.	General Aggregate	\$1,000,000.00
2.	Products completed operations Aggregate	\$1,000,000.00
3.	Personal and Advertising Injury	\$1,000,000.00
4.	Each Occurrence	\$1,000,000.00

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) without any restrictive endorsements. The policy shall also provide the City will be given a thirty (30) day written notice of cancellation or non-renewal and include City and its members, officials, officers and employees as an additional insureds on a form no more restrictive than ISO Form CG 2010 (Additional Insured-Owner, Lessees, or Contractors).

Workers' Compensation and Employers Liability:

The Vendor shall maintain and, prior to commence of this contract, provide the City with satisfactory evidence of workers' compensation insurance providing Florida statutory (F.S. 440) limits to cover all employees and include Employers Liability coverage with limits of not less than \$1,000,000 for each accident and disease. The policy shall also provide the City will be given a thirty (30) day written notice of cancellation or non-renewal.

Automobile Liability Insurance:

The Vendor shall maintain and, prior to commence of this contract, provide the City with satisfactory evidence of automobile liability insurance providing coverage no more restrictive than that provided by the standard Business Auto Policy (ISO Form CA 00 01), without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. Limit shall be no less than \$1,000,000 each occurrence. The policy shall also provide the City will be given a thirty (30) day written notice of cancellation or non-renewal.

Satisfactory evidence of compliance with the insurance required shall include one of the following forms of acceptable evidence of insurance:

1.
 - a. Fully completed satisfactory Certificate of Insurance evidencing all coverage required; and
 - b. 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 the inclusion of the City and the City's members, officials, officers, and employees as additional insureds in the Commercial General Liability; and
 - c. A copy of the actual endorsement for each required policy which provides that the City will be given no less than thirty (30) days advance written notice of any cancellation of the policy(ies), signed by an authorized representative of the insured(s).
2. The original of the policy(ies); or
3. Other evidence satisfactory to the City.
 - (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 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.

Neither approval nor failure to disapprove insurance furnished by Vendor shall relieve Vendor 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: Purchasing Department
100 N. U.S. Hwy 1
Fort Pierce, FL 34954-1480**

2. Additional Insured for General Liability

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

SECTION III

INSTRUCTIONS TO PROPOSERS

1. **PROPOSAL OPENING**

Proposals are due on or before **3:00 PM, Thursday, January 16, 2025.**

2. **SUBMISSION OF PROPOSALS**

Proposal response may be submitted in One (1) original and one (1) or electronically. Please see below instructions for submitting your RFP response.

2.1 **HARD COPY SUBMISSIONS**

One (1) original and one (1) USB drive copy of sealed proposals. DO NOT USE RINGED BINDERS OF ANY KIND. All copies will be on 8 ½" x 11" plain, white paper, typed or printed, and signed by the Proposer's contractually binding authority and shall be mailed or delivered to the address below:

2.1 **OPTIONS FOR ELECTRONIC SUBMISSIONS**

Are as follows:

- Via Demandstar Website, (www.demandstar.com) Electronic Bid (E-Bid). Instructions are provided, see Appendices section 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.**

NOTE: Please ensure that if a third-party carrier (Federal Express, UPS, etc.) is used, that the third party is properly instructed to deliver the Proposal Submittal **only** to Room 101, in the Purchasing Division on the first (1st) floor at the above address.

Proposals mailed to 100 N.US 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 Bid 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

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 (<http://www.cityoffortpierce.com/187/Purchasing>).

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

All proposals and qualifications 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."**

3. **INQUIRIES/QUESTIONS**

3.1 All inquiries must be in a written format and addressed to City of Fort Pierce Facilities Manager with a copy to the Purchasing Manager:

TO

Paul Thomas

Building Official

100 North U.S. Hwy. 1

Fort Pierce, FL 34954-1480

Fax: 772-489-3194

Email: pthomas@cityoffortpierce.com

COPY

LaTonya Hubbard

Purchasing Agent

100 North U.S. Hwy. 1

Fort Pierce, FL 34950

Fax: 772-467-3848

Email: purchasing@cityoffortpierce.com

a. No inquiries will be received no later than **5:00 PM, January 9, 2025.**

4. **INSTRUCTIONS FOR PREPARING PROPOSALS**

4.1 **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 Fort Pierce. It is further expressly understood that no contractual relationship exists with the City of Fort Pierce until a contract has been formally executed by both the City of Fort Pierce, and the selected Proposer. It is further understood, no Proposer may seek or claim any award

and/or reimbursement from the City of Fort 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.

5. SUBMISSION REQUIREMENTS

The proposal shall be submitted in a concise, organized format divided by the following seven (7) tabs:

A. 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 to timely perform the work. The letter must name all of the 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. The letters should not exceed two pages in length.

B. Organization Profile and Qualifications

This section of the proposal must describe the proposer, including the size, range of activities, etc. The proposer must emphasize its expertise in, and experience with, similar programs. The proposal must identify the primary individuals responsible for supervising the work. The proposer shall provide the City of Fort Pierce with the resumes of the primary individuals. The proposal must also include recent and pertinent references, including contact name, telephone number, and address.

C. General Information

The RFP shall include general information regarding the firm's experience relative to visitor tourism and marketing.

D. Certificate(s)

Certificate(s) of authorization to offer professional services from the Florida Department of Professional Regulation, and proof of authorization to transact business in the State of Florida must be included in RFP.

E. Financial Data

Pertinent data, which demonstrates the Offeror's Corporate capability to successfully perform. Shall include information on the financial stability of the firm; e.g. annual financial reports and statements, Dunn and Bradstreet and/or other credit bureau ratings. Proprietary information shall be submitted with the RFP package and under separate cover. Information not submitted under separate cover and not labeled proprietary shall be Public Information in accordance with State Statutes.

F. 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.

G. Additional Data

Any additional information which the proposer considers pertinent for consideration should be included in a separate section of the proposal.

6. EVALUATION METHOD

6.1 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.

6.2 The City of Fort 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.

6.3 EVALUTION CRITERIA

The City's evaluation criteria will include, but shall, the following:

	EVALUATION CRITERIA	WEIGHT
1	Experience and ability of the proposed primary firm	20
2	Facilities equipment and capabilities	10
3	Quality of their product compared to others	5
4	Past performance of the primary firm	10
5	Willingness and ability to meet time and budget requirements	10
6	Price	40
7	Location	5
	Maximum Points	100

6.4 The City of Fort Pierce reserves the right to negotiate a contract with the highest evaluated proposer as determined by the Evaluation Committee. The City of Fort 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 Fort 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 Fort Pierce.

7. REQUEST FOR ADDITIONAL INFORMATION

The proposer shall furnish such additional information as the City of Fort Pierce may reasonably require. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate.

During the proposal evaluation, the City of Fort Pierce reserves the right to request additional written information to assist in the evaluation of these qualifications.

8. CERTIFICATE OF INSURANCE AND BONDING REQUIREMENTS

8.1 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 Bid submittal. If awarded, insurance must comply with the Required Limits of Insurance and include builder's risk as indicated in Section III of the specifications.

8.2 BOND REQUIREMENTS

Bonds will not be required.

9. BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE)

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

10. W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM

The Proposers will be required to return a completed W-9 Taxpayer Identification Form with your submittal.

11. REFERENCES

Please provide a detailed list of reference showing your expertise and experience in providing the services requested. A minimum of three (3) Customer references are required for this Bid. References should include name of the customer, address, contact person and telephone number.

12. PROPOSAL PREPARATION COST

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

13. 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.

14. INDEMNIFICATION

The parties recognize that the Proposer is an independent Contractor. Proposer agrees to assume liability for and indemnify, hold harmless, and defend The City of Fort Pierce, its commissioners, mayor, officers, any appointed committee members, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or

indirectly out of or in connection with any negligent and/or deliberate act or omission of the Proposer, its officers, employees, agents, and representatives. Proposer's liability hereunder shall include all attorney's fees and costs incurred by The City of Fort Pierce in the enforcement of this indemnification provision. This includes claims made by the employees of the Proposer against The City of Ft. Pierce and the Proposer hereby waives its entitlement, if any, to immunity under Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability The City of Fort Pierce may have under the doctrine of sovereign immunity or Florida Statutes.

15. LICENSES

Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida & the City of Fort Pierce prior to the signing of a contract. Should the Proposer not be able to obtain licenses and certifications, then contract negotiations will be terminated. Any permits, licenses, or fees required shall be the responsibility of the Proposer. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, County, the City of Fort Pierce, etc., are the responsibility of the Proposer. The selected Proposer shall be responsible for knowledge of and compliance with all relative local, state and Federal codes and regulations.

16. ACCURACY OF QUALIFICATION INFORMATION

Any Proposer which submits in its proposal to The City of Fort Pierce any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

17. PROHIBITION AGAINST CONTINGENT FEES

It shall be unethical for a person to be retained, or to retain any company or person, other than a bonafide employee working solely for the Proposer to solicit or secure a Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the Proposer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Contract. For the breach or violation of this provision, The City of Fort Pierce shall have the right to terminate the Contract at its sole discretion, without liability and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION IV

STATEMENT OF WORK

1. The City of Fort Pierce is requesting proposals from qualified firms who can provide residential and commercial building inspection services to augment the City's responsibility for enforcement of the Florida Building Code and applicable related regulations, laws and rules on building projects within the City of Fort Pierce.
2. The intent of this contract is to have available multiple firms under contract with qualified staff with guaranteed hourly rate pricing. Therefore, this contract will be awarded to multiple suppliers.
3. Inspectors shall hold standard certification in the inspection disciplines required for performing said services in accordance with Florida Statute Chapter 468 to include Building, Mechanical, Electrical, Plumbing and Residential disciplines. **Certification information for all applicable personnel shall be included in vendor's response.**
4. Inspectors will provide technical field inspections of buildings, equipment, and installations during various phases of construction; and grant inspection approvals if found in compliance with Florida Building Codes, regulations and approved permit documents, as well as provide written comments with applicable code sections if found not in compliance.
5. Inspectors shall have the necessary tools, ladders equipment, cell phone and vehicle to perform Inspection services.
6. Work may be performed at the City Building Department, or at the firm's location dependent upon the work to be done. The City will process the initial intake and may offer expedited services to the customer using a contracted firm for certain tasks. All work will be done on an hourly basis and hours charged for expedited services cannot exceed the allowable number of hours for each task that would normally be incurred if City Building department staff performed the same work.
7. The Successful Proposer will appoint one of their employees as the key contact for approval by the City.
8. Inspections will be assigned in the City's electronic permitting system and inspectors and/or professional firm staff will be required to provide results of the inspections by the end of day of the inspection being performed in the City's electronic permitting system. Software and associated license fees will be provided by the City.
9. Inspectors are expected to communicate in a professional, courteous, and respectful manner. The use of abusive, foul, obscene, offensive language and/or gestures is prohibited. Complaints may be investigated by City management and/or professional firm management. Repeated substantiated complaints. or single egregious events may result in the reviewer

being banned from performing reviews in the City.

10. It is the City's belief that the service required is adequately described herein. Therefore, any negotiated contract, which may result from this request for bid, will include the entire effort required of the bidder to provide the service described.

COMPENSATION AND BILLING

1. Service invoices shall be billed monthly at a contracted hourly rate that shall represent the total compensation for services.
2. Invoices for services must identify each person for which services were performed and the total number of hours per month.

CONTRACT TERM

1. The period of this Agreement shall be for twelve (12) months. This Agreement may, by mutual written assent of the parties, be extended for two (2) additional twelve (12) month periods or portions thereof, up to a cumulative total of thirty-six (36) months.
2. The agreement may be terminated prior to the expiration of the term for any reason upon thirty (30) days' written notice.
3. The agreement shall automatically and immediately terminate should the individual(s) performing services no longer maintain certifications required.
4. Refunds and/or reduction in permit fees as a result of failing to comply with review timelines imposed by State Statute will be deducted from the firm's invoiced amount.
5. The Building Director for the City shall be considered the authority having jurisdiction for purposes of interpretation and enforcement of the Code. If/when a conflict of interpretation arises between the City and bidders' firm, the Building Director of the City shall make the final ruling.
6. If, in the opinion of the Building Director, the code has been incorrectly applied/enforced or upon confirmation of a violation of Scope of Work, Item 10, the fee for services provided for that review shall be refunded to the City.
7. The agreement may be terminated should the firm exceed review timelines imposed by State Statute three times in anyone-month period.

PROPOSER REQUIREMENTS

1. The Proposer shall be responsible for pre-screening, testing evaluation, recruitment, background checks and disciplinary actions associated with contracted temporary workers under this contract.
2. The Proposer shall provide a detailed company background showing its ability to ensure,

meet and provide the described services to the City. A listing of projects of a similar nature within the last five years which includes a brief description of each project, the name of the client and terms of agreement should be included.

3. The Proposer shall be responsible for the administration and maintenance of all employment and payroll requirements.
4. The Proposer shall include copies of all applicable certifications and licenses for each person who may be assigned to work under this agreement.
5. The Proposer shall include an hourly rate as the fee for performance of the required services.

SECTION V

INSTRUCTIONS FOR PREPARING PROPOSAL

PROPOSAL FORMAT AND SUBMISSION

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.

A. RULES FOR PROPOSALS

The proposer must name all persons or entities interested in the proposal as principals. The proposer must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

The City does not guarantee a minimal amount of work or compensation for any of the Respondents selected for contract negotiations, and the City reserves the right to seek additional assistance from other firms if the City finds this to be in the City's best interest.

B. PROPOSAL FORMAT

Proposer shall prepare their proposals using the following format:

Section 1: Transmittal Letter

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. **An authorized agent of the firm shall sign the transmittal letter.**

Section 2: Addenda Acknowledgement

Acknowledge receipt for all addenda (if any). Addenda will be posted at: City of Fort Pierce website, <http://www.cityoffortpierce.com/187/Purchasing> and Demandstar by Onvia website, <https://www.demandstar.com>. It is the vendors' responsibility to periodically visit the web page(s) for addenda, before the due date and before submitting a proposal.

Section 3: Business Requirements

A. W-9 Form (see Section VI Forms)

B. Provide copy of a current valid business license. Vendors shall submit, with their bid or proposal, a copy of the Business License (Occupation License) that is required to conduct business at your location.

Section 4: Qualifications/Experience

The following information shall be provided to allow the City to determine whether the proponent is qualified to perform the work specified.

A. Address in detail the firm's ability and experience in the provision of similar services.

B. Listing of projects of similar nature within the last five (5) years, which includes a brief description of each project, the name of the client and term of agreement shall be included.

- C. Provide copy of all licenses required to perform the requirements of the services in the RFP specifications, to work under this agreement.
- D. Provide the company's State of Florida license for each person who may be assigned to work under this agreement.

Section 5: References

Provide at least two (2) clients with similar projects work has been performed within the last five (5) years. **(see Section VI~ Forms, Reference Check Form)**

Section 6: Cost Proposal

Complete and include the Proposal Pricing Form **(see Section VI~ Forms)**.

Section 7: Additional Data

Include any completed forms in Section VII, that are not associated with any of the previous sections listed above, and any additional information that the Proposer considers pertinent for consideration should be included in this section of the proposal.

SECTION VI

STANDARD FORMS

The forms listed in this section are to be complete and submitted with your proposal.



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



REFERENCES

RFP NO. 2025-011
ANNUAL CONTRACT FOR INSPECTION SERVICES

Proposers shall submit as a part of the bid package, two (2) Customer references with name of the customer, address, contact person, and telephone number.

Name	Name
Contact:	Contact:
Address:	Address:
Telephone:	Telephone:
Email:	Email:
Name	
Contact:	
Address:	
Telephone:	
Email:	

PROPOSAL PRICING FORM
RFP NO. 2025-011 ~ ANNUAL CONTRACT FOR
INSPECTION SERVICES

The following proposal(s) is submitted on behalf of: _____ for the requested services, in accordance with the agreements and specifications contained in RFP No. 2025-011.

We have carefully examined that this proposal package and understand the provisions, terms, and conditions concerning the equipment, materials, supplies or services as called for. With full knowledge and understanding of the requirements in the Proposal Package, We hereby agree to furnish and deliver services as indicated at the prices quoted herein as follows:

NOTE: All price columns must be completed. Where indicated, provide pricing for demolition including the removal of slabs (including slabs) and pricing in instances where slabs remain and are not removed (excluding slabs).

ITEM	DESCRIPTION	HOURLY RATE
1	<ul style="list-style-type: none"> • <u>Perform Inspection services.</u> • Per Inspector: Approximately 8 hours per day, 37.5- 40 hours per week. FULL TIME INSPECTOR 	<u>BLDG, M,E, or P</u> \$ _____ per hour
		<u>1 + 2 Family</u> \$ _____ per hour
		<u>Multi</u> \$ _____ per hour
2	<ul style="list-style-type: none"> • <u>Perform Inspection services</u> • Perform inspection services in excess Of 40 hours per week. • FULL TIME INSPECTOR OVERTIME 	<u>BLDG, M,E, or P</u> \$ _____ per hour
		<u>1 + 2 Family</u> \$ _____ per hour
		<u>Multi</u> \$ _____ per hour
3	<ul style="list-style-type: none"> • Perform Inspection services. • Per Plan Reviewer: 4 hours per day, 18 – 22 hours per week. <ul style="list-style-type: none"> • PART TIME INSPECTOR 	<u>BLDG, M,E, or P</u> \$ _____ per hour
		<u>1 + 2 Family</u> \$ _____ per hour
		<u>Multi</u> \$ _____ per hour
4	<ul style="list-style-type: none"> • <u>Perform Inspection services.</u> • <u>Per Inspector on an as needed basis</u> • AS NEEDED INSPECTOR 	<u>BLDG, M,E, or P</u> \$ _____ per hour
		<u>1 + 2 Family</u> \$ _____ per hour
		<u>Multi</u> \$ _____ per hour

CITY OF FORT PIERCE PROPOSER'S 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 Invitation to Bid in its entirety.

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

YES NO

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

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

Include proof of proper insurance as stated in proposal documents. _____

Did you include a list of all materials and equipment to be used in providing the service? _____

Is Drug-Free Workplace form signed and enclosed? _____

Proposal envelope is marked accordingly _____

Are two (2) complete proposal packages included (one original and one electronic copy (PDF) on a USB Flash Drive) of sealed proposals? _____

Disregard, if you are going to utilize the electronic submission option. _____

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

PLEASE SIGN AND RETURN WITH PROPOSAL _____

APPENDICES

DemandStar Instructions How to use E-Bidding