


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: Gelencia Carter, 772-467- 3102	RFP NO: 2026-008
Pre-Qualification Conference Time & Date: N/A	RFP Title: DEMOLITION & ASBESTOS/LEAD BASED PAINT ABATEMENT
Pre-Qualification Conference 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
Bid Due Date & Time: 10:00 AM, MONDAY, DECEMBER 22, 2025	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this division as soon as possible.
Bidder Name: ----- Mailing Address: ----- ----- ----- -----	<i>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.</i> 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
1 GENERAL INFORMATION	1
2 DELAYS	1
3 EXECUTION OF BIDS	1
4 NO BIDS	1
5 BID OPENING	1
6 TAXES	2
7 DISCOUNTS	2
8 MISTAKES	2
9 INVOICING AND PAYMENT	2
10 DELIVERY	2
11 NO ADDITIONAL TERMS AND CONDITIONS	3
12 INTERPRETATION	3
13 ADDENDUMS	3
14 DISPUTES	3
15 CONFLICT OF INTEREST	4
16 LEGAL REQUIREMENTS	4
17 DRUG FREE WORKPLACE (DFW)	4
18 MINORITY/WOMEN OWNED BUSINESS ENTERPRISES (MWBE)	4
19 PUBLIC ENTITY CRIMES	4
20 AWARD	4
21 EEO STATEMENT	4
22 TIE BREAKERS	5
23 CONTRACTUAL AGREEMENT AND / OR PURCHASE ORDER	5
24 GOVERNMENTAL RESTRICTION	4
25 PATENTS AND ROYALTIES	6
26 ADVERTISING	6
27 ASSIGNMENT	6
28 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH	6
29 FACILITIES	6
30 REPRESENTATION	6
31 DISQUALIFICATION OF BIDDER	6
32 ADJUSTMENTS / CHANGES / DEVIATIONS	6
33 INSURANCE	7
34 PUBLIC RECORDS	7
35 BID PREPARATION COSTS	7
36 COOPERATIVE PURCHASING	7
37 CANCELLATION / REJECTION OF BIDS	7
38 REGISTRATION WITH FLORIDA DEPARTMENT OF STATE	7
39 RESERVED RIGHTS	7
40 APPLICABLE LAWS	8
41 PROFESSIONAL STANDARDS	9
42 PROHIBITION AGAINST CONTINGENT FEES	9
43 REQUEST FOR ADDITIONAL INFORMATION	9
44 ACCURACY OF BIDS	9
SECTION II – REQUIRED LIMITS OF INSURANCE	10
SECTION III – INSTRUCTIONS TO PROPOSERS	15
1 PROPOSAL OPENING	15

2	SUBMISSION OF PROPOSALS	13
3	PROPOSAL TIMELINE	14
4	INQUIRIES / QUESTIONS	14
5	PROOF OF INSURANCE	14
6	ADMINISTRATIVE REVIEW CRITERIA	15
7	TIME EXTENSION AND CONTINUATION OF WORK	15
8	W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM	15
9	ADDENDUM	15
10	LICENSES	15
11	PROPOSAL PREPARATION COST	15
12	MINORITY PARTICIPATION AND OUTREACH PROGRAM	15
13	INDEMNIFICATION	16
14	REQUEST FOR ADDITIONAL INFORMATION	16
15	ACCURACY OF QUALIFICATION INFORMATION	16
16	PROHIBITION AGAINST CONTINGENT FEES	16
17	CONTRACTOR'S AUTHORIZED SIGNATURE	16
18	NOTIFICATIONS	17
19	CONE OF SILENCE	17
	SECTION IV – STATEMENT OF WORK	18
1	INTRODUCTION AND PURPOSE	18
2	CONTRACT TERMS	18
3	PRICE ADJUSTMENT CLAUSE	19
4	HOLD HARMLESS AGREEMENT	19
5	CONTRACTOR'S PERFORMANCE	19
6	ABESTORS MATERIALS	19
7	SUSPENSION OF WORK	20
8	CLEANING	20
9	HOURS OR WORK	20
10	LICENSING, REGISTRATION, AND LEGAL COMPLIANCE	20
11	EVALUATION METHOD	20
12	EVALUATION CRITERIA	21
13	REJECTION CRITERIA	21
	SECTION V – INSTRUCTIONS FOR PREPARING PROPOSALS	22
1	GENERAL INFORMATION	22
2	RULES FOR PROPOSAL	22
3	SUBMISSION REQUIREMENTS/PROPOSAL FORMAT	22
4	PROPOSAL COMPENSATION	24
	SECTION V – REQUIRED FORMS	25
	SUMMARY OF REQUIRED FORMS	26
	CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY	27
	DRUG-FREE WORKPLACE	28
	PUBLIC CRIMES ENTITY	29
	E-VERIFY	31
	AFFIDAVIT FOR LABOR SERVICES	32
	STATEMENT OF BIDDER QUALIFICATIONS	35
	PROPOSAL PRICING FORM	36
	W-9	40
	PROPOSAL CHECKLIST	41

SECTION I

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and bid forms. All bid sheets and attachments must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE (CLEARLY MARK BID AS “ORIGINAL” AND REQUESTED NUMBER OF COPIES AS “COPY” ON EACH SET ENCLOSED).** The face to the envelope shall contain Bidder’s name, return address, the date and time of bid opening, the bid number and title. Bids not submitted on the enclosed Bid Form shall be rejected. By submitting a bid, the Bidder agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Bidders shall submit two (2) complete sets (one [1] original and one [1] electronic copy (PDF) on a Flash Drive) of their bid complete with all supporting documentation. **SUBMITTAL OF A BID IN RESPONSE TO THIS INVITATION TO BID CONSTITUTES AN OFFER BY THE BIDDER.** Bids/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 bidders of all changes in scheduled due dates by written addendum.

3. EXECUTION OF BIDS

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

4. NO BIDS

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

5. BID OPENING

Shall be public, at the address, date, and time specified on the bidder Acknowledgment form. The bid time must be and shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered; such bids 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 lateness of any bid. It is the Bidders’ sole responsibility to assure that his/her bid is complete and delivered at the proper time and place of the bid opening. Bids, which for any reason are not so delivered, will not be considered. Offers by facsimile, telegram, or telephone are not acceptable. A bid may

NOT be altered by the Bidder after opening of the bids. Bid tabulations will be furnished on the web site: <https://www.cityoffortpierce.com/957/Bid-Tabulations>

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 Bidder. 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. Bidders 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 BIDDER'S RISK.** In the event of extension error(s), the unit price will prevail, and the Bidder'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 Bidder's total offer will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.

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 bid 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. NO 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 Bid Documents are the only conditions applicable to this bid and the Bidder's authorized signature on the Bid Form attests to this.

12. INTERPRETATION

All Bidders shall carefully examine the Bid Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Bids; 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 Bid Documents shall be requested in writing, and received by the City at least seven (7) days prior to the Bid Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 16. 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 Bidders who requested a bid directly from the City Purchasing Division. All bidders 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 bidders who receive bid packages.

13. ADDENDUMS

Should revisions to the Bid Documents become necessary, the City will provide a written addendum to all bidders who received a bid package from the City Purchasing Division. Bidders who obtain Bid 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 addendums from other sources.

14. DISPUTES

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

16. LEGAL REQUIREMENTS

Bidders 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 proposed. 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 WORKPLACE (DFW)

Preference shall be given to business with Drug-Free Workplace (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 bids 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. TIE BREAKERS

Preference must be given to vendors submitting a certification with their bid certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows: Preference shall be given to businesses with drug-free workplace programs.

Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- a. Publish a statement notifying employees that 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.
- b. 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.
- c. Impose a sanction on or require satisfactory participation in a drug abuse assist and/or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- d. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- e. In the event of any tie between contractors that have a Drug Free Workplace program in place in accordance with Section 287.087, Florida State Statutes, a coin toss will determine who will be awarded the contract or receive the first opportunity to negotiate, as applicable.

23. CONTRACTUAL AGREEMENT AND/OR PURCHASE ORDER

The terms, conditions, and provisions in this Invitation to Bid shall be included and incorporated in any final contract or purchase order. The order of precedence will be Bid 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, FL.

24. 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 bid prior to their delivery, it shall be the responsibility of the Bidder 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.

25. PATENTS AND ROYALTIES

The Bidder, 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 Bidder. Further, if such claim is made, or is pending, the Bidder 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 Bidder and receive reimbursement. If the Bidder 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.

26. ADVERTISING

In submitting a bid, Bidder 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.

27. ASSIGNMENT

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

28. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH (O.S.H.A.)

Bidder certifies that all material, equipment, etc., contained in his/her bid meets all applicable O.S.H.A. requirements. Bidder further certifies that, if he/she is the successful Bidder, 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 Bidder.

29. FACILITIES

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

30. REPRESENTATION

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

31. DISQUALIFICATION OF BIDDER

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

32. ADJUSTMENTS / CHANGES / DEVIATIONS

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a bid 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 Bidder shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

33. INSURANCE

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

34. 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.

35. BID 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 Bid. Bidders should prepare their bids simply and economically, providing all information and prices as required.

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

37. CANCELLATION / REJECTION OF BIDS

This request may be cancelled 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 of Fort Pierce. The City reserves the rights pursuant to Section 2-439 (a)(7) of the City Code to accept all or any part of the submittal and to increase or decrease quantities to meet additional or reduced requirements of the City. Any sole response received by the submission date may or may

not be rejected by the City depending on the available competition and the current needs of the CITY. Reasons for rejection shall be provided upon request by unsuccessful bidders or offerors.

38. REGISTRATION WITH FLORIDA DEPARTMENT OF STATE

In accordance with Florida Statute 607.0505, each corporation, foreign corporation, or alien business organization that transacts business in this state shall have and continuously maintain in this state a registered office and a registered agent and shall file with the Department of State. The awarded Bidder shall be registered with the Florida Department of State, Division of Corporations.

39. RESERVED RIGHTS

- a. To be **responsive**, a bidder shall submit qualifications which conform in all material respects to the requirements set forth in the bid/proposal document. To be a **responsible** bidder, the bidder shall have the capability in all respects to fulfil fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. The City reserves the right to conduct such an investigation, as it deems necessary to determine the ability of any bidder to deliver the goods or service requested. This information may be obtained from the bidder or any credible source. All information requests will be done through the Purchasing Division. Such information may include but shall not be limited to current financial statements, verification of availability of equipment and personnel, and past performance records.
- b. The City may disqualify a bidder from being awarded a City contract if the Purchasing Manager determines after an investigation that the bidder is “not responsible,” based on a poor performance record with the City, a lack of adequate equipment and personnel, insufficient financial wherewithal, or other factors that indicate the bidder is not capable of performing the contract.
- c. Unless otherwise stated in this bid specification, any contracts resulting from this bid are non-exclusive. The City reserves the right, in its sole opinion, to purchase goods or services listed in this bid through the State of Florida Contracts, cooperatives, other current government contracts, and non-profit contracts as provided in the City of Fort Pierce Procurement Code. The City reserves the rights to solicit separate requirements that are a portion of a larger contract as a whole. Additionally, at the City’s sole option, additional contracts may be entered into as a result of such situations as unusual volumes, time/delivery requirements, special requirements, other brands, lease, project specific requirements, or similar situations.
- d. If any contract awarded as a result of this bid is terminated, the City reserves the right to go to the next lowest responsive bidder with the balance of the contract, unless otherwise stated in the Bid specification.

40. APPLICABLE LAWS

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

- a. City of Fort Pierce Ordinances
- b. Pursuant to Florida Statutes Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed bids received by the CITY.
- c. It shall be the responsibility of the bidder to ensure compliance with all other federal, state, county, or city codes, rules, regulations or other requirements, as each may apply.
- d. **Pursuant to this solicitation, the responses are exempt from s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution, until the agency provides notice of a decision or intended decision in accordance with s. 119.071(2), or within 30 days after the bid opening, whichever occurs first.**

41. PROFESSIONAL STANDARDS

- a. The successful bidder shall covenant and agree that it and its employees have complied with the Florida Statutes pertaining to the licensing of employees, as applicable.
- b. In the event the successful bidder shall be placed in any form of bankruptcy or make an assignment for the benefit of creditors, the City may declare the same a default of the agreement which may be terminated pursuant to these terms and conditions.
- c. Section 287.055(6)(a), Florida Statutes, requires the following provisions to be made a part of the Agreement.
- d. The successful bidder warrants that it has not employed or retained any company or person, other than a Bonafide employee working solely for the successful bidder, to solicit or secure the agreement, and that it will not pay or agree to pay any person, company, corporation, individual or firm other than a Bonafide employee working solely for the successful bidder any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of the agreement. For breach or violation of this condition, the City shall have the right to terminate the agreement without liability and at its discretion to deduct from the agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- e. Performance of Contract Holder It is understood and agreed that the CITY will not permit or authorize contractors to perform less than 51 percent of the contract.

42. 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 Bidder 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 Bidder, 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.

43. REQUEST FOR ADDITIONAL INFORMATION

The bidder 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 bidder as it deems appropriate. During the bid evaluation, the City of Fort Pierce reserves the right to request additional written information to assist in the evaluation of these qualifications.

44. ACCURACY OF BIDS

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

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

REQUIRED LIMITS OF INSURANCE

Contractor shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the City of Fort Pierce, the types and amounts of insurance conforming to the minimum requirements set forth herein. Contractor shall not commence work until the required insurance is in force and evidence of insurance acceptable to the City of Fort Pierce has been provided to, and approved by, the City of Fort Pierce. An appropriate Certificate of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, Contractor shall provide the City of Fort Pierce with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance. To the extent Contractor is permitted to and elects to sub-contract any of the work performed under this Agreement, Contractor will require all subcontractors to provide insurance coverage complying with the requirements set forth herein, and will provide the City of Fort Pierce with evidence of such coverage prior to the commencement of the subcontractor's work.

Workers' Compensation/Employers' Liability - Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One: "Statutory"
Part Two: \$500,000 (Each Accident)
\$500,000 (Disease-Policy Limit)
\$500,000 (Disease-Each Employee)

Commercial General Liability - Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements. The City of Fort Pierce shall be included as an "Additional Insured" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured - Owners, Lessees, or Contractors). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

General Aggregate	\$1,000,000
Products/Completed Operations Aggregate	\$500,000
Personal and Advertising Injury	\$500,000
Each Occurrence	\$500,000
Fire Damage (any one fire)	\$Nil
Medical Expense (any one person)	\$Nil

Automobile Liability - Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work.

Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	\$500,000
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Property Insurance - If the Contract includes construction of or additions to above-ground buildings or structures, or installation of machinery or equipment, the Contractor shall provide Builder's Risk insurance or an Installation Floater. Such insurance shall provide coverage on an all risk basis and the minimum amount of insurance shall be 100% of the completed value of such addition(s), buildings(s), or structure(s), or the installed replacement cost of value.

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

Except as otherwise specifically authorized in this Contract, or for which prior written approval has been obtained hereunder, the insurance maintained by the Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, the Owner may permit the application of a deductible or permit the Contractor to self-insure, in whole or in part, one or more of the insurance coverages required by this Contract. The Contractor shall pay on behalf of the Owner or the Owner's officer or employee any deductible or self-insured retention applicable to a claim against the Owner or the Owner's officer or employee.

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

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

Certificates of Insurance must be completed as follows:

Certificate Holder

City of Fort Pierce

Attn: Purchasing Department

P.O. Box 1480

Fort Pierce FL 34954-1480

Additional Insured on the Commercial General Liability

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

SECTION III

INSTRUCTIONS FOR PROPOSERS

1. **PROPOSAL OPENING**

Proposals are due on or before **3:00PM, MONDAY, DECEMBER 22, 2025**

2. **SUBMISSION OF PROPOSALS**

Proposal response may be submitted as hard copy or electronically. Any proposals received after the designated time and date listed above will be returned unopened. Please see below instructions for submitting your RFP response.

2.1 **OPTIONS FOR ELECTRONIC SUBMISSIONS**

- Via Demandstar Website, (www.demandstar.com) Electronic Bid (E-Bid). Instructions are provided, see Related Documents section for this bid on the City's website, . [https:// www.cityoffortpierce.com/Bids.aspx?CatID=17](https://www.cityoffortpierce.com/Bids.aspx?CatID=17)
- 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.**

2.2 **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.

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 official Bid/Proposal documents issued by the city are available electronically from the Purchasing Division by email request to purchasing@cityoffortpierce.com or

on the following websites: Demandstar (www.demandstar.com) and the web site of the City of Fort Pierce (<http://www.cityoffortpierce.com/187/Purchasing>).

All proposals and qualifications will be publicly opened at the time and place specified. In accordance with **Section 2-437(d)** of the City of Fort Pierce Code of Ordinances, 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 list 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. PROPOSAL TIMELINE

DESCRIPTION	DATE
Advertise RFP	November 25, 2025
Deadline for written questions	December 12, 2025
Proposal Submission Due Date	December 22, 2025
Estimated Committee Review and Selection	January 5, 2025
City Commission	January 2026
Estimated Notice of Award	February 2026

4. INQUIRIES/QUESTIONS

All inquiries must be in a written format and addressed to Director of Building with a copy to the Purchasing Manager:

TO

Shaun Coss

Assistant Building Director
 Interim Community Response Director
 100 North U.S. Hwy. 1
 Fort Pierce, FL 34954-1480
 Fax: 772-467-3848
 Email: scoss@cityoffortpierce.com

COPY

Gelecia Carter

Purchasing Manager
 100 North U.S. Hwy 1
 Fort Pierce, FL 34950
 Fax: 772-467-3848
 Email: purchasing@cityoffortpierce.com

5. PROOF OF INSURANCE (PASS/FAIL)

Bidder shall submit a Certificate of Insurance (photocopy acceptable) indicating proof of bidder's current coverages (current policy).

- If the bidder does not currently have the required insurance(s) specified in Section II – Required Limits of Insurance, they must provide a letter from their insurance agent or broker. This letter should confirm that, if awarded the project, the bidder will be able to obtain the necessary insurance.
- The awarded bidder is also required to provide the City of Fort Pierce with proof of insurance for all subcontractors, if applicable.
- Additionally, the bidder must be the policyholder for all insurance coverage that will be provided by the successful bidder.

6. ADMINISTRATIVE REVIEW BASED ON (PASS/FAIL) CRITERIA

Bid will undergo an initial review, or a PASS/FAIL determination, where indicated; To verify that mandatory requirements are met . Failure to meet mandatory requirements may result in the rejection of the Bid.

7. TIME EXTENSION AND CONTINUATION OF WORK

7.1. TIME EXTENSION

The CITY may extend this Contract up to one hundred eighty (180) days beyond the expiration date of the existing contract. The rates in effect on the last day of the contract shall remain in effect for the contract extension period. Additional extensions shall be subject to agreement of both parties.

7.2. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the successful bidder, continue until completion at the same rates, terms and conditions. This must be approved in advance by the Purchasing Manager, or designee.

8. W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM (PASS / FAIL)

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

9. ADDENDUM

Should revisions to the Bid Documents become necessary, the City will provide a written addendum to all bidders who received a bid package from the City's Purchasing Department. Bidders who obtain Bid Documents from other sources must officially register with the City's Purchasing Division in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Bidder may cause your bid to be rejected as non-responsive if you have failed to submit a bid with 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.

10. 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 and the City of Fort Pierce prior to signing 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.

11. PROPOSAL PREPARATION COST

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

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. CONTRACTOR'S AUTHORIZED SIGNATURE.

The bid shall be signed by an official authorized to bind the contractor in a contractual agreement. The contractor shall provide the following information: Name, address, and telephone number, and email address of the individual(s) with authority to negotiate and

contractually bind the contractor. It is also necessary that the name of a contact individual be given to those who can respond to questions generated during the evaluation process.

18. NOTIFICATIONS

The City of Fort Pierce official website for notices, Bids, addendums, and other documents is located at <https://www.cityoffortpierce.com> . Bidders are also advised that www.demandstar.com is one of the City's sourcing methods of notices, addendums, bids, and other documented communications for the procurement process. The City is not under any obligation and does not guarantee that Bidders will received email notifications concerning the posting, amendment or close of solicitations. Bidders are responsible for checking www.demandstar.com or <https://www.cityoffortpierce.com> for information and updates concerning solicitations or contract the Purchasing Division.

19. CONE OF SILIENCE

The City observes a cone of silence and policies for ethical and professional behavior on all advertised solicitations. Potential bidders and their agents must not communicate in any way with the City Commission, City Manager or the City Staff other than the Purchasing Manager in reference to or relation to this solicitation. This restriction is effective from the time of bid advertisement until an award is made by the City Commission. Such communication may result in disqualification.

SECTION IV

STATEMENT OF WORK

1. **INTRODUCTION AND PURPOSE**

The City is seeking qualified and experienced Proposers to provide comprehensive demolition services for public buildings and condemned private structures. The intent of this Request for Proposals (RFP) is to establish an agreement with a Contractor capable of performing safe, efficient, and compliant demolition activities on an as-needed, project-by-project basis. Each demolition assignment will be treated as a separate job, for which the Contractor shall obtain all required permits, licenses, and approvals prior to commencing any work. A detailed scope of services and corresponding price proposal will be submitted to the City for review and approval for each individual project.

The selected Contractor will be expected to perform a full range of demolition-related services, including but not limited to asbestos and lead-based paint abatement (as applicable), structure demolition, debris removal, utility abandonment, site grading, and sod installation. All work must be performed in accordance with applicable local, State, and Federal regulations, including NESHAP requirements where hazardous materials are present.

This agreement will support demolition needs primarily for the City's Code Division, Building Division, and Public Works Department. Additional departments may utilize this agreement as approved by the City. Notwithstanding this RFP, the City reserves the right to solicit separate bids for specific projects if such action is determined to be in the City's best interest.

2. **CONTRACT TERMS**

The term of this agreement shall for a period of two years with three one-year renewal options which may be renewed on an annual basis if mutually agreed to in writing by City and the Vendor, subject to the same terms and conditions set forth in this Contract with open negotiations at the end of each year. The City does not guarantee any quantity of work under this contract.

Notice of intent to renew will be given to the contractor in writing by the City Purchasing Manager, normally sixty days before the expiration date of the current contract period.

Per the City's Purchasing Ordinances, multi-year contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Commission. In the event that the necessary funding is not approved, then the affected multi-year contract becomes null and void, effective October 1st of the fiscal year for which such approval has been denied

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

3. PRICE ADJUSTMENT CLAUSE

Contract pricing shall remain fixed for the initial two (2) year term of the contract. After the initial term, Contractor may request a price escalation by submitting a fully documented request for a review of the pricing. Such escalation shall not exceed a 5% increase. Price escalation requests must be submitted by March 30th so as to allow Departments to factor the increases into their budgets for the next fiscal year, which will begin October 1.

The using agencies and Purchasing Manager will review the request and shall approve or disapprove the increases based on budget constraints and other price comparisons. **If approved, the price increase shall not commence until the next fiscal year, which will begin October 1.**

If for any reason the contractor has a price increase that exceeds five percent (5%), the price increase will be evaluated on a case-by-case basis. The City and the Contractor will have the option to discuss and make adjustments to the requested increase. If either party declines approval of the adjustments, the contract will be considered cancelled on the scheduled expiration date of the contract.

4. HOLD HARMLESS AGREEMENT:

The successful respondent hereby agrees to indemnify, hold free and harmless The City, its agents, servants, employees, officers, directors and elected officials or any other person(s) against any loss or expense including attorney fees, by reason of any liability imposed by law upon the City, except in cases of the City's sole negligence, sustained by any person(s) on account of bodily injury or property damage arising out of or in the consequence of this agreement.

5. CONTRACTOR'S PERFORMANCE

Contractor shall furnish all necessary labor, tools, equipment, and supplies to perform the required services. The City's authorized representative will decide all questions that may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the city shall notify the Contractor.

6. ASBESTOS MATERIALS

Perform asbestos/lead base paint abatement, if required, on structure to be demolished in accordance with an Asbestos Survey that will be provided by the Contractor and in accordance with NESHAP (National Emissions Standards for Hazardous Air Pollutants), State, and Federal Regulations. **The City shall receive a copy of the asbestos survey on the locations the City has demolished to be assured the new EPA requirements are met.**

7. SUSPENSIONS OF WORK

The City and the project manager reserve the right to suspend the work wholly or in part if deemed necessary for the best interest of the City. This suspension will be without compensation to the Contractor, other than to adjust the contract completion/delivery requirements.

8. CLEANING

The Contractor shall keep the premises clean of rubbish and debris generated by the work involved, shall leave the premises clean of all rubbish and debris generated by the work involved, and shall leave the premises neat and clean. The contractor, at the contractor's expense, shall dispose of all surplus material, rubbish, and debris.

9. HOURS OF WORK

All work under this contract shall be coordinated with the project manager. Any changes to the established schedule must have prior approval of the project manager.

10. LICENSING, REGISTRATION, AND LEGAL COMPLIANCE (FLORIDA)

Proposers must be duly authorized to transact business in the State of Florida. If organized outside Florida (e.g., a Delaware corporation), the firm must be registered as a foreign entity with the Florida Department of State and in active status on Sunbiz at the time of award.

Contractor shall comply with all applicable federal, state, and local laws and regulations, which may include, without limitation: Florida Public Records requirements (Chapter 119, Florida Statutes, including §119.0701 as applicable to contractors); Florida's Sunshine Law (Chapter 286, F.S.); State procurement provisions (Chapter 287, F.S., as applicable); and E-Verify requirements (§448.095, F.S.).

Contractor shall implement commercially reasonable information-security controls appropriate for municipal data, including access logging for sensitive data.

11. EVALUATION METHOD

11.1 ADMINISTRATIVE REVIEW ON A PASS / FAIL BASIS

Bids will undergo an initial review, on a PASS/FAIL determination, where indicated in the bid document, to verify that requirements of bid submission are met. Failure to meet requirements may result in the rejection of the bid or the bid being deemed non-responsive.

11.2 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.

11.3 The City of Fort Pierce shall appoint an **Evaluation Committee consisting of at least three members** 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 below.

12. EVALUTION CRITERIA

The City’s evaluation criteria will include, but shall not be limited to, the following:

EVALUATION CRITERIA	WEIGHT
Qualifications/Experience	35
Service Plan	30
Verification of availability of equipment	15
Past contracts with the City and other governmental jurisdiction	10
Cost Proposal	10
Total	100

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.

13. REJECTION CRITERIA

Proposals could be deemed non-responsive and disqualified from consideration if any of the following conditions apply. (Note: this list is not all-inclusive):

- The City did not receive the proposal package prior to the submittal deadline. The bid response is found to have concealed or contained false and/or misleading information.
- Your firm is not licensed with the Florida Secretary of State to do business in Florida.
- All forms included with the application were not signed and/or submitted.

SECTION V

INSTRUCTIONS FOR PREPARING PROPOSALS

1. **GENERAL INFORMATION**

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.

2. **RULE 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.

3. **SUBMISSION REQUIREMENTS/FORMAT**

Proposers shall prepare their proposals using the following format:

TAB— 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. 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.**

TAB— B: ORGANIZATION PROFILE AND QUALIFICATIONS

The following information shall be provided to allow the City to determine whether the proponent is qualified to perform the work specified. **Offeror must have demolition experience in order to be considered.**

- A. Address in detail the firm's ability and experience in the provision of similar services.
- B. Provide responses to Statement of Bidder's Qualifications (**see Section VI~ Forms**)
- C. Describe in detail the complete demolition services provided by your firm.
- D. Provide copy of all licenses required to perform the requirements of the services in the RFP specifications, to include but not limited to the following: Commercial and Residential demolition.
- E. Provide the company's State of Florida license for the removal of asbestos; qualifying agent must be employed with the company listed on the license.
- F. Provide proof of "Asbestos Specific" general liability insurance and Workman's Compensation insurance with proposal response.
- G. Include a signed statement indicating your company will adhere to the Level1A Certification requirements.

- Include the **Request for Proposals and Proposer Acknowledgement** page in this section.

This section must describe the proposer, including firm size, range of services, and relevant experience. Include résumés for key personnel and identify the individuals responsible for supervising and performing the work. Provide at least two (2) clients with similar projects work has been performed within the last five (5) years.

TAB— C: CERTIFICATES AND BUSINESS REQUIREMENTS

- i. Provide general information regarding the firm’s experience and approach to floodplain management, flood risk communication, data integration, and public-facing tools related to community resilience. W-9 Form (**see Section VI Forms**)
- ii. 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.
 - **Businesses located within the City of Fort Pierce:** Provide a valid Certificate of Use per Ordinance No. 24-019.
 - **Businesses located outside the City of Fort Pierce:** Provide a valid Business Tax Receipt (Occupational License) or equivalent from your jurisdiction.
- iii. Provide copies of any required professional licenses or certificates necessary to perform the services described in this RFP.

TAB— D: SCOPE OF SERVICES / TECHNICAL APPROACH

Service Plan

Provide information regarding the time schedules for all projects. Indicate how many days advance notice will be required for a demolition service. The contractor will be responsible for ensuring utilities to structures not being demolished will not be interrupted. Provide a narrative describing how you will handle this and any additional changes. Additionally, list the tests that will be used for sampling bulk materials for asbestos.

TAB – E: REFERENCES

Include at least three (3) references including when and where your business provided similar services. Please provide the names and telephone numbers of contact person for each reference.

- The City reserves the right to conduct reference checks for firms submitting proposals. In the event that information obtained from the reference checks reveals concerns about the firm’s past performance or their ability to successfully perform the contract to be executed based on the RFP, the City may, at its sole discretion, determine that the firm is not the most qualified firm and may select the next highest ranked firm whose reference checks validate the ability of the firm to successfully perform the work. The City also reserves the right to check references from others not identified by the Vendor.

TAB— F: ADDITIONAL DATA

Include any completed forms or documentation not associated with the previous tabs and any additional information the proposer considers pertinent for consideration. This tab should also include any required forms referenced in **Section V – Required Forms** that were not covered under previous tabs.

4. PROPOSED COMPENSATION

Complete and include the Proposal Pricing Form (see Section VI – Forms)

Proposals should include completed cost estimate sheets and any other necessary cost information in a separate, sealed envelope or PDF file marked “Cost Estimates”. The City plans to evaluate the qualifications of all firms submitting proposals before considering the Cost Estimates.

SECTION VI

REQUIRED FORMS

The forms listed in this section are to be complete and submitted with your proposal, under **Tab F**.

SUMMARY OF REQUIRED FORMS

Form No. 1 – Certificate Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (1 page)

The prospective contractor of the recipe must certify by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

Form No. 2 – Drug Free Workplace Certification (1 page)

If your company does not have a Drug Free Workplace Program, you must mark this form N/A and return it with your bid package. If your company has a Program, sign and return the form.

shall be attached to the proposal form.

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

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

Form No. 3 – E-Verify Affidavit (1 page)

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

Form No. 4 – Affidavit Regarding the Use Coercion for Labor or Service (2 page)

The Affidavit must be completed by a person authorized to make this attestation to make this attestation on behalf of the Bidder/Proposer for the purpose of submitting a bid, proposal, quote, or other response, or otherwise entering into a contract with the County. The associated bid, proposal, quote, or other response will not be accepted unless and until this completed and executed Affidavit is submitted to the County



CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180

- (1). The prospective recipient of Federal assistance funds certifies, by Response, that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Response.

ATTESTATION

By signing this report, I certify to the best of my knowledge and belief that the foregoing is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Sections 3729-3730 and 3801-3812).

Company Name

Name and Title of Authorized Representative

Signature

Date



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

PUBLIC ENTITY CRIMES AFFIDAVIT

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

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

1. This sworn statement is submitted by City of Fort Pierce
(Print name of the public entity).
by _____
(Print individual's name and title)
for _____
whose business address is _____
(If applicable) its Federal Employer Identification Number (FEIN) is _____

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime: or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person.
 - c. A person who knowingly enters into a joint venture with a person who has been

convicted of a public entity crime in Florida during the preceding 36 months shall

be considered an affiliate. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

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

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

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

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

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority

(Name of individual signing)

Who, after first being sworn by me, affixed his/her signature in the space provided above on

this day _____ of _____, 20____.

(NOTARY PUBLIC)

My Commission Expires: _____



E-VERIFY AFFIRMATION STATEMENT

Description: DEMOLITION & ABESTORS/LEAD BASED PAINT ABATEMENT

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

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

Contractor/Proposer/Bidder Company Name: _____

Authorized Company Person's Signature: _____

Authorized Company Person's Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____

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

notarization this _____ day of _____, 20____ by

_____, who is personally known or produced identification

(ID produced: _____).

Signature: _____(Seal) NOTARY PUBLIC

My Commission Expires: _____



**CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION
FOR LABOR OR SERVICES**

Vendor name: _____

Authorized Representative's Name and Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Email Address: _____

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

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

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

By: _____
Authorized Signature Printed Name and Title Date

STATE OF FLORIDA
COUNTY OF _____

Sworn (or affirmed) and subscribed before me by means of physical presence or online notarization

this _____ day of _____, 20__

by who is

- personally known or
- produced identification (ID produced: _____).

Notary Public Signature: _____ (Seal)

Print Name: _____ My Commission Expires: _____



STATEMENT OF BIDDER QUALIFICATIONS

The following information shall be provided with proposal submittal to allow the City to determine if the offeror is qualified to perform the work specified:

- 1) Name of Vendor/Company
- 2) Permanent main office address
- 3) When organized
- 4) If a corporation, when/where incorporated
- 5) How many years have you been engaged in business under your present company/trade name?
- 6) General character of work performed by your company.
- 7) List your equipment available for this project.
- 8) Provide resumes of key personnel who will be assigned to the contract, including photocopies of all licenses and/or certifications.
- 9) Provide contact person who will be directly responsible for this contract and direct telephone number.
- 10) Have you ever failed to complete a project and/or defaulted on a contract? If so, specify when, where and with whom.

**PROPOSAL PRICING FORM
DEMOLITION & ASBESTOS/LEAD BASE PAINT ABATEMENT
RFP No. 2026-008**

The following proposal(s) is submitted on behalf of: _____ for the requested services, in accordance with the agreements and specifications contained in RFP No. 2026-008.

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).

RESIDENTIAL STRUCTURES			
Item	Structure Type/Size Range	Price Per Square Foot To Demolish	
1.1	WOOD FRAME	INCLUDING SLABS	Credit per sq. ft. for not removing Slabs
1.1.1	0 - 500 Sq. Ft.	\$	\$
1.1.2	501 - 1,000 Sq. Ft.	\$	\$
1.1.3	1,001 - 2,000 Sq. Ft.	\$	\$
1.2	CONCRETE BLOCK	INCLUDING SLABS	Credit per sq. ft. for not removing Slabs
1.2.1	0 - 500 Sq. Ft.	\$	\$
1.2.2	501 - 1,500 Sq. Ft.	\$	\$
1.2.3	1,501 - 3,000 Sq. Ft.	\$	\$
1.2.4	3,001 - 5,000 Sq. Ft.	\$	\$
1.3	MOBILE HOME		
1.3.1	0 - 500 Sq. Ft. without tongue & axle	\$	
1.3.2	0 - 500 Esq. with tongue & axle	\$	
1.3.3	501 – 1,000 Sq. Ft. without tongue & axle	\$	
1.3.4	501 - 1,000 Esq. with tongue & axle	\$	
1.4	MULTI-STORY MASONRY	INCLUDING SLABS	Credit per sq. ft. for not removing Slabs
1.4.1	0 – 5,000 Sq. Ft.	\$	\$
1.5	MULTI-STORY WOOD	INCLUDING SLABS	Credit per sq. ft. for not removing Slabs
1.5.1	0 – 5,000 Sq. Ft.	\$	\$
1.6	BURNT BUILDINGS		
1.6.1	0 – 5,000 Sq. Ft.	\$	\$

COMPANY NAME

AUTHORIZED SIGNATURE

DATE

COMMERCIAL/INDUSTRIAL

Item	Structure Type/Size Range	Price Per Square Foot To Demolish	
2.1	METAL	INCLUDING SLABS	Credit per sq. ft. for not removing Slabs
2.1.1	0 - 1000 Sq. Ft.	\$	\$
2.1.2	1,001 - 1,500 Sq. Ft.	\$	\$
2.1.2	1,501 - 2,500 Sq. Ft.	\$	\$
2.1.2	2,501 - 5,000 Sq. Ft.	\$	\$
2.1.2	5,001 - 10,000 Sq. Ft.	\$	\$
2.2	WOOD FRAME	INCLUDING SLABS	Credit per sq. ft. for not removing Slabs
2.2.1	0 - 1000 Sq. Ft.	\$	\$
2.2.2	1,001 - 1,500 Sq. Ft.	\$	\$
2.2.3	1,501 - 2,000 Sq. Ft.	\$	\$
2.3	CONCRETE BLOCK	INCLUDING SLABS	Credit per sq. ft. for not removing Slabs
2.3.1	0 - 1000 Sq. Ft.	\$	\$
2.3.2	1,001 - 1,500 Sq. Ft.	\$	\$
2.3.3	1,501 - 2,000 Sq. Ft.	\$	\$
2.4	MULTI-STORY MASONRY	INCLUDING SLABS	Credit per sq. ft. for not removing Slabs
2.4.1	0 – 5,000 Sq. Ft.	\$	\$
2.5	MULTI-STORY WOOD	INCLUDING SLABS	Credit per sq. ft. for not removing Slabs
2.5.1	0 – 5,000 Sq. Ft.	\$	\$
2.6	BURNT BUILDINGS		
2.6.1	0 – 5,000 Sq. Ft.	\$	\$

ASBESTOS SURVEYS FOR RESIDENTIAL STRUCTURES

Item	House Size Range	Survey Price
3.1.1	0 - 1000 Sq. Ft.	\$
3.1.2	501 – 1,000 Sq. Ft.	\$
3.1.3	1,001 – 2,000 Sq. Ft.	\$
3.1.4	2,001 – 3,000 Sq. Ft.	\$
3.1.5	3,001 – 5,000 Sq. Ft.	\$
3.1.6	5,001 – 10,000 Sq. Ft.	\$

COMPANY NAME

AUTHORIZED SIGNATURE

DATE

Item	Turn-around Time	Lab Fee
3.2.1	3 Hours	\$
3.2.2	6 Hours	\$
3.2.3	24 Hours	\$
3.2.4	48 Hours	\$
3.2.5	72 Hours	\$
3.2.6	96 Hours	\$
3.2.7	1 Week	\$
3.2.8	2 Weeks	\$

4.0 ASBESTOS ABATEMENT: Vendors shall provide unit prices per square footage for the following non-conclusive listing of asbestos containing materials:

Transite/asbestos shingles (asbestos siding)	\$ _____	Sq. Ft
Asbestos roofing/flashings	\$ _____	Sq. Ft
Floor tile (including mastic)	\$ _____	Sq. Ft
Additional layer(s) floor tile (including mastic)	\$ _____	Sq. Ft
Vinyl sheet flooring (including mastic)	\$ _____	Sq. Ft
Insulation	\$ _____	Sq. Ft
Ceiling tile	\$ _____	Sq. Ft
Caulking	\$ _____	Sq. Ft
Ceiling plaster	\$ _____	Sq. Ft
Wall plaster	\$ _____	Sq. Ft
Window glazing	\$ _____	Sq. Ft
Pipe insulation (up to 2")	\$ _____	Sq. Ft
Pipe insulation (over 2" up to 4")	\$ _____	Ln. Ft
Foam insulations	\$ _____	Ln. Ft
Mud on joints	\$ _____	Per joint
Sprayed on sink coating	\$ _____	Ln. Ft.

COMPANY NAME

AUTHORIZED SIGNATURE

DATE

5.0 NON-ORGANIC FILL MATERIAL AND CONCRETE PADS: Occasionally, the City encounters basement or cellar openings that may need to be filled. Provide a unit price per cubic yard of non-organic fill material, to be placed in the basement opening. Should it be determined that mobile home (concrete) pads require removal, provide a unit price per square yard for removal and disposal of same:

Non-organic fill material: \$ _____ Cu. Yd. Removal of concrete pads: \$ _____ Cu. Yd.

6.0 ADDITIONAL ITEMS:

Install silt fencing	\$ _____ Ln. Ft.
Cork insulation with mastic	\$ _____ Cu Ft.
Install sod	\$ _____ Sq. Ft.
Hydro Seeding permanent mix	\$ _____ Sq. Ft.

7.0 LEAD ABATEMENT: Abate and dispose of lead-based paint as identified in housing being rehabilitated. Contractor shall be properly licensed, trained and protected workers. Abatement shall be performed in accordance with applicable EPA, OSHA and HUD regulations. Due to the uniqueness of each property, Contractor will be required to provide cost at the time services are needed.

COMPANY NAME **AUTHORIZED SIGNATURE** **DATE**



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 insurance as stated in bid documents.		
Include proof of proper licensing as stated in proposal documents.		
Are all of the Required forms complete and included?		
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked?		
Did you submit your bid electronically?		
For Hard Copy Submissions Only: Are two (2) complete proposal packages included (one original and one electronic copy (PDF) on a USB Flash Drive) of sealed proposals?		
For Hard Copy Submissions Only: Proposal envelope is marked accordingly.		
Have you made sure your corporate address matches your Sunbiz information?		
Is each Addendum (when issued) signed and included?		

PLEASE SIGN AND RETURN WITH PROPOSAL
