

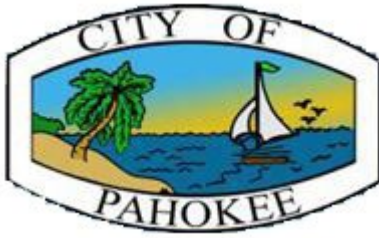
REQUEST FOR PROPOSALS

RFP # NO. 2022-02

GENERAL CONTRACT FOR DEMOLITION CONTRACTOR

City of Pahokee 647 Bacom Point Road





Department of Economic & Community Development
City of Pahokee
207 Begonia Drive
Pahokee, Florida 33476
Phone: 561.924.5534 Fax: 561.924.8140

RFP: 2022-02

REQUEST FOR PROPOSALS

Demolition Contractors

The City of Pahokee is seeking proposals from companies/firms for demolition services for the City of Pahokee. The purpose of this notice is to solicit proposals from demolition contractors to provide demolition services. The services at a minimum will include demolition services for the idle dilapidated home in the City of Pahokee, but additional projects may be added. As many firms that are considered responsive and deemed qualified to provide such services will be selected to the "Bidders List".

Time is of the essence and any proposals received after **3:00 P.M., Thursday, 27th October 2022**, whether by mail or otherwise will be returned unopened. Proposals shall be placed in a sealed envelope, marked in the lower left-hand corner with the RFP number, title, and date. Proposers are responsible for ensuring that their proposals are delivered, dated and time stamped by the City Clerk or City Hall administration by the deadline indicated. The City reserves the right in its sole discretion to reject any or all proposals and/or to waive all non-material irregularities on any and all proposals. All costs and expenses, including reasonable attorney's fees, incurred by any firm in preparing and responding to this RFP are the sole responsibility of the proposers including without limitation any and all costs and fees related to a protest.

Interested firms may obtain a copy of the RFP by contacting the Community & Economic Development Department at jadams@cityofpahokee.com or from the City's website at www.cityofpahokee.com. All Proposals must be hand-delivered or mailed to:

City of Pahokee
207 Begonia Drive
Pahokee, Florida 33476
Attention: City Clerk

ENVELOPES MUST BE IDENTIFIED AS RFP NO. 2022-02

City of Pahokee - Department of Community & Economic Development



REQUEST FOR PROPOSALS – RFP 2022-02

DEMOLITION CONTRACTOR

INVITATION TO BID CALENDAR OF EVENTS

SCHEDULE	DUE DATE	METHOD
Bid Advertised	Friday, 14 th October 2022 Friday, 20 th October 2022	Advertised: The Palm Beach Post www. Cityofpahokee.com
Mandatory Pre-Submission Meeting	Wednesday, 19 th October 2022 at 10:00am	See Pre-Bid Meeting Clause
Deadline for Questions	Must be received by: Friday, 21 st October 2022 by 12noon	See Deadline for Questions Clause
Anticipated Date for Responses to Questions	Monday, 24 th October 2022 by 10:00am	Must be emailed and will be responded to all who attended the mandatory pre-bid meeting.
SEALED BIDS DUE (Bid number should be clearly marked on the envelop)	Must be received PRIOR to: Thursday, 27 th October 2022 at 3:00pm	Submit BEFORE the due date and time to the following address: City Clerk's Office (Submissions Will Be Dated & Time Stamped City of Pahokee 207 Begonia Drive Pahokee, Florida 33476
Bids Reviewed by Committee	Friday, 28 th October 2022 at 10:00am	
Winning bidder contacted	Monday, 31 st October 2022 by 5:00 pm	Via phone and Email
Anticipated Date of Award Announcement	Tuesday, 8 th November 2022	Award letter will be emailed and mailed to the awardee. Award & Contract must be approved by City Commission. Holiday Season will determine approval of Contract

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LEGAL NOTICE

REQUEST FOR PROPOSALS RFP NO. 2022-02

PROJECT 647 DEMOLITION CONTRACTOR City of Pahokee

The City of Pahokee, Florida, a Florida municipal corporation located in Palm Beach County, Florida, will be receiving sealed proposals for the demolition contractor for the City of Pahokee until **3:00pm** local time on **Thursday, 27th October 2022**.

Proposals will be **opened and read** aloud by the Bid Review Committee on **Friday, 28th October 2022** at **10:00am**, local time and the winning bidder will be notified by **5:00pm** on **Monday, 31st October 2022**.

The complete request for proposals (RFP) including specifications and proposal forms may be obtained by bona fide proposers from the City Clerk Office, 207 Begonia Drive, Pahokee, Florida 33476, Monday through Friday, 8:30am to 3:00pm or from the City of Pahokee's website: www.cityofpahokee.com. For more information contact at 561.924.5534 ext. 2006 or via email: cityclerk@cityofpahokee.com.

A Mandatory Pre-submission meeting is scheduled for **10:00am**, local time, on **Wednesday, 19th October 2022** at the City of Pahokee Commission Chamber located at 360 East Main Street, Pahokee, Florida 33476. Failure to attend the Mandatory Pre-Submission Meeting shall result in the rejection of the sealed proposal.

Sealed proposal envelopes should be marked **"RFP 2022-02 for Demolition Contractor"** The City of Pahokee shall accept the proposal of the most responsive & responsible proposer that best meets the needs of the City, taking into consideration, also the capability to perform the contract on a timely basis, financial responsibility of the proposer, previous satisfactory performance and other such abilities of the proposer that the City, in its sole discretion, determines will enable the bidder to perform effectively and efficiently.

The City of Pahokee shall not be liable for any costs incurred by any proposer in connection with its response to this RFP. The City reserves the right to reject any and all proposals, to waive any informality in any proposals, solicit and re-advertise for new Proposal submittals or to abandon the project in its entirety. No proposer may be withdrawn for a period of sixty (60) days after the scheduled closing date for the receipt of RFP.

CITY OF PAHOKEE
City Clerk

PUBLISH: CITY OF PAHOKEE WEBSITE: Friday, 13th October 2022

THE PALM BEACH POST News:

Print:	Friday, 14 th October 2022, Friday, 21 st October 2022
Online:	Friday, 14 th October 2022, Friday, 21 st October 2022

INSTRUCTIONS TO PROPOSERS AND SPECIFICATIONS

SECTION 1. GENERAL INFORMATION

The proposal documents consist of the Legal Notice; Bid Calendar; the Instructions to Proposers and Specifications; the Proposal Form; Cost Breakdown; Registration form; Respondent Information Page; the Drug Free Workplace Certification; References Form; Campaign Confirmation Statement; Narrative Questionnaire; the Sworn Statement on Public Entity Crimes, the Contract, the Specifications and any Addenda issued prior to the date designated for the receipt of sealed RFP.

The City of Pahokee will receive sealed RFPs at the City of Pahokee's City Hall, City Clerk's Office, 207 Begonia Drive, Pahokee, Florida 33476 until **3:00pm** local time on **Friday, 27th October 2022**.

Any proposals received after the time specified will not be accepted and shall be returned unopened to the Proposer. All Bids shall be publicly opened and read aloud by the Bid Review Committee on **Friday, 28th October 2022** at **10:00am**, local time and the winning proposer will be notified by **5:00pm** on **Monday, 31st October 2022**.

SECTION 2. PROPOSAL SUBMISSION

Complete sets of the RFP Documents shall be used in preparing the Proposal. The City of Pahokee ("City" or "Owner") does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets. **Each proposer shall submit one (1) original and three (3) copies and one (1) electronic copy of the Proposal.**

A **Mandatory** Pre-Submission meeting is scheduled for **10:00am**, local time, on **Tuesday, 19th October 2022** at the City of Pahokee Commission Chamber located at 360 East Main Street, Pahokee, Florida 33476. Failure to attend the Mandatory Pre-Submission Meeting shall result in the rejection of the sealed proposal.

The Proposal Form is to be completed, signed and placed in a sealed envelope bearing the words **"RFP 2022-02 Demolition Contractor for Project 647"** on the outside and mailed or presented to the City of Pahokee's City Clerk's Office on or before the specified time and date. The Proposal Form shall be accompanied by: (1) a Statement of Qualifications; (2) Drug Free Workplace Certification and, (3) Sworn Statement Regarding Public Entity Crimes.

It is the sole responsibility of the Proposer to ensure that the Bid is received by the City Clerk on or before the closing date and time. The City shall in no way be responsible for delays caused by any occurrence. Proposals submitted by telephone, email or facsimile will not be accepted.

The Proposal opening time shall be scrupulously observed. Under no circumstances shall Proposals delivered after the time specified be considered. Such Proposals will be returned unopened to the potential proposer.

RFPs by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address shall be shown below the signature.

Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

The submission of an RFP shall constitute an incontrovertible representation by the Proposer that the Proposal Documents are sufficient in scope and detail to indicate and convey a complete understanding of all terms and conditions for performance of the work and the completion of the Project.

SECTION 3. SPECIFICATIONS

The City of Pahokee, Florida, is actively seeking sealed proposals from licensed contractor(s) for the replacement and installation of new sidewalks in the locations listed within the Scope of Work Specifications included in the RFP.

SECTION 4. CONTACT PERSON

For information concerning this RFP, please contact:

City Clerk's Office
City of Pahokee
207 Begonia Drive
Pahokee, Florida 33476
561.924.5534 ext. 2006

All questions must be submitted in writing by email to cityclerk@cityofpahokee.com at least five (5) days prior to the bid opening.

SECTION 5. ACCEPTANCE/REJECTION

The City shall accept the Proposal of the responsible Proposer that best meets the needs of the City taking into consideration, among other things, the financial responsibility of the Proposer, proven skill and experience, capability to perform the contract on a timely basis, previous satisfactory performance, and such other abilities of the Proposer that the City, in its sole discretion, determines will enable the Proposer to perform effectively and efficiently.

The City reserves the right to reject any and all Proposals, in whole or in part, to make awards either as individual items or as a total combined Proposal, whichever it considers in the best interest of the City and to waive any informality in any Proposal.

SECTION 6. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the Proposal Response shall be evaluated or considered any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal, whether 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 terms and conditions in this Request for Proposal (RFP) solicitation are the only conditions applicable to the RFP and the Proposal's authorized

signature affixed to the Proposer's proposal form attests to this.

SECTION 7. INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

No oral interpretations will be made to any Proposer as to the meaning of the RFP Documents. Any inquiry or request for interpretation received five (5) or more days prior to the date fixed for opening of the RFP will be given consideration. All such changes and interpretations will be made in writing in the form of an addendum and, if issued, will be mailed or sent by available means to all known prospective Proposers prior to the established RFP opening date. Submission of a Proposal constitutes acknowledgement by the Proposer of the receipt of addenda. All addenda are a part of the RFP Documents and each Proposer will be bound by such addenda, whether or not actually received. It is the responsibility of each Proposer to verify that he or she has received all addenda issued before sealed proposals are opened. City of Pahokee personnel are not authorized to interpret or give information as to RFP requirements in addition to that which is contained in the written RFP Documents and addenda.

SECTION 8. CONTRACTUAL AGREEMENT

The RFP Documents shall be included and incorporated into the Contract. For purposes of interpretation, the order of contract precedence will be the Contract and then the remaining RFP Documents. The RFP Documents shall be construed in a manner so as to give effect to each term and condition whenever possible. In the event of an express conflict, the more restrictive or specific provision shall control.

SECTION 9. FEDERAL AND STATE TAX

The City is exempt from Federal and State taxes for tangible personal property. However, vendors or contractors doing business with the City shall not be authorized to use the City's Tax Exemption Number in securing materials for performance of the work associated with this Project.

SECTION 10. LEGAL REQUIREMENTS

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 proposals on leases or 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendors list.

SECTION 11. VARIANCES

The Proposer shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications for the Contract being proposed. For purposes of the RFP evaluation, Proposers must indicate any variances to the specifications, terms and conditions, no matter how light. If variations are not stated in the RFP, the City shall construe the Proposer to fully comply with the specifications, terms and conditions as given herein.

SECTION 12. INSURANCE REQUIREMENTS

- (A) Prior to the approval of the Contract, the selected Proposer shall provide to the City certificates evidencing insurance coverage in the minimum amounts as required hereunder.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The certificates shall clearly indicate that the selected Proposer has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the City. Failure to comply with the foregoing requirements shall not relieve the selected proposer of its liability and obligations under a resulting contract.

- (B) The selected Proposer shall maintain, during the life of a resulting contract, commercial general liability insurance, in the amount of \$500,000 per occurrence or \$1,000,000 in aggregate to protect the selected Proposer from claims for damages for bodily and personal injury, including wrongful death, as well as from claims for damages for bodily and may arise from any operation under a resulting contract, whether such operations be performed by the selected Proposer or by anyone directly employed by or contracting with the selected Proposer.
- (C) The selected Proposer shall maintain, during the life of a resulting contract, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damages liability to protect the selected Proposer from claims for damages for bodily and personal injury, including death, as well as form claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the selected Proposer or by anyone directly or indirectly employed by the selected Proposer.
- (D) The parties to the resulting contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall in accordance with Section 440.05, Florida Statues, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the other party.
- (E) All insurance, other than Worker's Compensation, to be maintained by the selected Proposer shall specifically include the City of Pahokee as an Additional Insured.

SECTION 13. PERFORMANCE BOND

A Performance Bond shall be required from the Contractor by the City of Pahokee for this project. Prior to commencing any work, and within 10 calendar days after acknowledgement and receipt of the Contractor's award, the Contractor shall furnish the City of Pahokee with a Performance Bond in the amount of 10 percent (10%) of the total contractor price to ensure full and complete performance of the contract to the City of Pahokee's Project Manager and/or City Manager. The bond must state on its front page: the name, principal business address, and phone number of the Contractor, the Surety, the City of Pahokee, and a description of the property being improved with a general description of the project. Please note: A Notice to Proceed will not be issued by the City of Pahokee's Project Manager and/or City Manager until after the required bonds have been received. Failure to provide a Performance Bond may be grounds to find the Contractor in default, which could include: cancellation of the contract, and/or the Contractor's removal from the City's approved contractor list for future solicitations.

The Bond shall be issued from a reliable Surety Company licensed to do business in the State of Florida and signed by a Florida Licensed Resident Agent. Such a bond shall be accompanied by a duly authenticated power of attorney evidencing that the person executing the bonds on behalf of the Surety had the authority to do so on the date of the bond.

The Contractor is required to furnish replacement bonds in the event of cancellation of the original

Performance Bond. The cost of the Performance Bond shall be borne by the Contractor.

In lieu of a Performance Bond. The City of Pahokee may with prior approval and alternate form of security in the form of an irrevocable letter of credit. The alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the Performance Bond.

SECTION 14. LABOR AND MATERIAL PAYMENT BOND

A labor and material payment bond shall be required from the Contractor by the City of Pahokee for this project. Prior to commencing any work, and within ten (10) calendar days after issuance of a purchase order, the Contractor shall furnish a Payment Bond in the amount of 100 percent (100%) of the total Contract Price to ensure full and complete payment of the Contract. The Payment Bond shall be sent to the City of Pahokee's Project Manager. The Bond shall be issued from a reliable Surety Company acceptable to the City, licensed to do business in the State of Florida and signed by a Florida Licensed Registered Agent. Please note: A Notice to Proceed will not be issued by the City's Project Manager until after the required bonds have been received. Failure to provide a Labor and Material Payment Bond may be grounds to find the Contractor in default, which could include; cancellation of the contract, and/or the Contractor's removal from the City's approved vendor's list for future solicitation.

The Contractor is required to furnish replacement bonds in the event of cancellation of the original Labor and Material Payment Bond. Such a bond shall be accompanied by a duly authenticated power of attorney evidencing that the person executing the bonds on behalf of the Surety had the authority to do so on the date of the bond. The cost of the Labor and Material Payment Bond shall be borne by the Contractor.

SECTION 15. SUBCONTRACTOR

If a Contractor is authorized to subcontract, the Contractor shall ensure, and provide assurances to the City upon request. That any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. Contractor must provide the City with the names of any subcontractor considered for work under this agreement, the City reserves the right to reject any subcontractor. The Contractor agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the City of Pahokee upon request. Contractor further agrees that the City of Pahokee shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred und the subcontract. Contractor, at its expense, will defend the City against such claims. The following provisions apply, in addition to any terms and conditions included in the Scope of Work.

City's Right to Reject Subcontractor's. The City shall retain the right to reject any of the subcontractor's whose qualifications or performance, in the City's judgment are insufficient.

SECTION 16. E-VERIFY

In accordance with Florida Statues § 448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify

system of Department of Homeland Security. Evidence of participation/enrollment will be a print out of the Company's "Company Profile" page from the E-Verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the Contract by the City. The Consultant will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

SECTION 17. TRADE, BRAND NAMES

Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limited competition. The City reserves the right, however, to order specific brand/manufacture items on a "NO SUBSTITUTE" basis where those items have been found by usage and experience to be the most durable, suitable, and acceptable for the operational condition of the City.

SECTION 18. AWARD

The City reserves the right to hold all Proposals for a period not to exceed sixty (60) days after the date of Proposal opening as stated in the Request for Proposals.

The City of Pahokee shall accept the proposals of the lowest responsive and responsible proposer that best meets the needs of the City, taking into consideration, among other things, the capability to perform the contract in a timely basis, previous satisfactory performance, financial responsibility of the proposer, and other such abilities of the proposer that the City, at its sole discretion, determines will enable the proposer to perform effectively and efficiently.

SECTION 19. PROPOSAL WITHDRAWAL

Any proposal may be withdrawn up until the time set for opening of the proposals. Any proposals not so withdrawn shall, upon opening, constitute an irrevocable offer to sell to the City the goods or perform the services set forth in the Proposal Documents until one or more of the Proposals have been duly accepted by the City.

If, within twenty-four (24) hours after Proposals are opened, any Proposer files a duly signed written notice with the City and promptly demonstrates to the reasonable satisfaction of the City that there was a material and substantial mistake in the preparation of the Proposal that Proposer may withdraw their Proposal. Thereafter, that Proposer will be disqualified from further proposal submissions on the Project.

SECTION 20. NON-APPROPRIATIONS

It is the obligation of the City to make an RFP award and execute a Contract under the terms of this Request for Proposal is contingent upon funds being lawfully appropriated for the purpose of the contract. Should funds not be appropriated for this purpose, the City, at its sole discretion, shall have the right to reject all Proposals.

SECTION 21. PROPOSAL FORMS

In filling out Proposal forms, Proposers shall be governed by the following provisions.

- (A) Proposers must be made on the blank provided herewith, and all blank spaces in the Proposal Form must be filled in.
- (B) Lump sum Proposals shall be shown in both figures and writing.
- (C) Proposals must be signed in ink by the Proposer with the signature in full.
- (D) In the event of a multiplication or addition error, the unit prices set forth in the Proposal Form shall control.
- (E) Proposals that contain any omission, erasure, alteration, addition or item not called for, or that show irregularities of any kind, will be considered as informal or irregular. This will constitute cause for the rejection of the proposal.
- (F) If a Proposer wishes to change prices, the Proposer shall strike the price and add the changes in the appropriate space. Changes shall be initialed by the person submitting the proposal. Any changes or alterations of prices in the proposal must be initialed. Failure to initial these changes or illegible entries or corrections or prices will be cause for the rejection of the proposal as informal or irregular.

SECTION 22. STATEMENT OF QUALIFICATIONS

This Proposal shall be awarded only to a responsible Proposer, qualified by experience to provide the work specified. The Proposer shall submit the following information with its Proposal:

- (A) Copy of Contractor's License and experience record showing the Proposer's experience performing similar work. Include a list of any sub-contractors and their experience as well.
- (B) List of other satisfied customers Proposer has constructed similar projects with: location; dates of contracts; description of work performed; pictures of completed work, if available; names; telephone numbers; email addresses and mailing addresses of owners.
- (C) Provide a schedule of Work for the project demonstrating the proposer's capability to perform the contract on a timely basis.

Failure to submit the above requested information may be cause for rejection of the Proposal.

SECTION 23. CONE OF SILENCE

This Request for Proposal is expressly subject to the Cone of Silence provisions of Section 2-355 of the Palm Beach County Code of Ordinances. Any contract entered into in violation of the Cone of Silence provisions shall render the transaction voidable.

SECTION 24. NON-COLLUSION

By submitting a Proposal, each Proposer affirmatively represents that neither the Proposer nor any of its officers, partners, owners, agents, representatives or employees have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer to submit a collusive or sham Proposal or have in any manner directly or indirectly sought by agreement or collusion to fix the prices of the Proposal or to secure through any agreement or collusion any advantage. The prices quoted in the Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, or employees.

SECTION 25. SITE ACCESS AND DUTIES

For the performance of the contract, the contractor will be permitted to occupy such portions of the City property as permitted by the owner or its representative or as necessary to complete requested services. He shall leave the site of work in a neat and orderly condition equal to that which originally existed.

SECTION 26. REGULATIONS, PERMITS AND FEES

The selected Proposer will be required to obtain at its own expense all licenses, building tax receipts and costs for inspections required to provide the required services to the City. The selected Proposer must comply with all Federal, State and local laws and regulations that may apply, including, but not limited to, those specifically referenced in the Proposal Documents. The selected Proposer will also be required to complete paperwork and make application for a building permit to the City. The cost for this permit shall be borne by the Contractor.

SECTION 27. CERTIFICATION

When applicable, vendor must hold Certificate of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board and a current Business Tax Receipt. Copies of such Certificate and Receipt must be submitted with the Proposal and must be in the name of the vendor shown on the Proposal page.

SECTION 28. PROJECT SCHEDULE/COMPLETION TIME

An estimated project schedule shall be provided in writing by the Proposer and attached to the proposal. The completion time must meet the City's approval. During the time of work, the Proposer will provide weekly progress reports that include updated estimates of project completion. The work of the project must show continuous progress towards completion and account for any and all changes and delays.

SECTION 29. EVALUATION AND AWARD

The evaluation and award of the submitted Proposers shall be consistent with Florida's Consultants' Competitive Negotiations Act (section 287.055, Florida Statutes). The City will assemble an Evaluation Committee to evaluate the submitted Proposers. The Evaluation Committee will meet publicly to evaluate and determine which Respondents are qualified to provide the requested services consistent with the qualification evaluation criteria. Once the Evaluation Committee determines which Respondents are qualified, it shall rank the Responses based on the competitive negotiations evaluation criteria and make a recommendation to the City Commission with or without presentations and/or discussions. The Evaluation Committee may also request proposals for compensation once it determines which Respondents are qualified. City staff may negotiate with the highest ranked Respondent to prepare a contract to be submitted with

the Evaluation Committee's recommendation to the City Commission. The Procurement Agent will notify all submitting Respondents and advertise the Evaluation Committee meeting(s) in the appropriate media as directed by law. The City Commission is not bound by the recommendation of the Evaluation Committee and the City Commission may deviate from the recommendation in determining the best overall Responses which are most advantageous and in the best interest of the City. Recommended awards will be available for review by interested parties at the Department of Community & Economic Development and the City's website.

Each submitted Response will be evaluated individually and in the context of all other Responses. Responses must be fully responsive to the requirements described in this RFP and to any subsequent requests for clarification or additional information made by the City through written addenda to this RFP. Responses failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified. There is no obligation on the part of the City to award to the most qualified, and the City reserves the right to award the contract to the Respondent submitting the best overall Responses and in the best interest of the City (consistent with the evaluation criteria and successful negotiations). The City shall be the sole judge of the Responses and the resulting agreement that is in its best interests.

As part of the evaluation process, the City may conduct an investigation of references, including but not limited to, a record check of consumer affairs complaints. By submitting Responses, Respondents acknowledge this process and consent to the City's investigation. City is the sole judge in determining the Respondent's Responses.

At its sole option, the Evaluation Committee or City Commission may select the top three to five qualified Respondents and require brief presentations from each before making the final selection. This requirement is at the sole discretion of the City.

While the City allows Respondents to specify any desired variances to the RFP terms, conditions, and specifications, the number and extent of variances specified will be considered in determining the Responses which are most advantageous to the City.

SECTION 30. EVALUATION SCORING CRITERIA:

The evaluation of the Responses will be conducted in accordance with the following criteria (with associated points available).

Qualification/Evaluation Criteria	Points Available
Evidence of capability, experience and skill	30 points
Evidence of successful past performance for similar projects	30 points
Evidence of adequate personnel to performance	20 points
Completeness and responsiveness of Respondents	5 points
Terminations and/or litigation	5 points
Evidence of required license(s) and certification (s)	5 points
Evidence of small or minority business enterprise	

Competitive Negotiation/Evaluation Criteria	Points Available
Ability of Professional Personnel	30 Points

Evidence of successful past performance to similar projects	30 Points
Recent, current workload	20 Points
Compensation (if requested)	10 Points
Location/Convenience to city staff	5 Points
Evidence of small or minority business enterprise	5 Points

SECTION 30. RESPONSE FORMAT

Each Respondent shall submit **one (1) original, three (3) copies and (1) electronic copy (CD or Jump Drive)** in a clear, concise format, on 8 1/2" x 11" paper, in English. Each tabbed set shall contain all the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the proposal. If publications are supplied by a Respondent to respond to a requirement, the response should include reference to the document number and page number. Responses not providing this reference will be considered to have no reference materials included in the additional documents.

Responses must be properly signed in ink by the owner/principal having the authority to bind the firm to a resulting contract. **Signatures are required where indicated; failure to do so shall be cause for rejection of Responses.**

Only one set of Responses may be submitted by each Respondent.

Responses which do not contain or address key points or sufficiently document the requested information may be deemed non-responsive.

All Responses shall be submitted in the format identified below. Failure to submit the required documentation in the format identified may cause for disqualification.

A. Letter of Transmittal (not to exceed three pages)

This letter will summarize in a brief and concise manner the following:

- General summary of Respondent's firm; how long in business; general approach to tasks and projects; location; and, summary of the firm's Responses.
- Proposer's brief understanding of the scope of services.
- The letter must name all persons or entities interested in award as principals. Identify all of the person authorized to make representations for the firm, including the titles, addresses, and telephone numbers of such persons.
- An authorized agent of the firm must sign the Letter of Transmittal and must indicate the agent's title or authority.
- The individual or firm identified on the Letter of Transmittal will be considered the primary firm.

- If more than one firm is named on the Letter of Transmittal, a legal document showing the partnership, joint venture, corporation, etc. shall be submitted showing the legality of such. Submittal for Joint Ventures to include executed Joint Venture agreement and if law requires that the Joint Venture be registered, filed, funded, or licensed prior to submission of the Responses, then same shall be completed prior to submittal. Respondents shall make their own independent evaluation of the requirements of the state law. The City will not consider submittals that identify a joint partnership to be formed.

B. Addenda (unlimited pages)

This section shall include a statement acknowledging receipt of each addendum issued by the City. Each Respondent is responsible for visiting the City's website to view and obtain addendum.

C. References & Materials (not to exceed 30 pages plus the form)

1. Evidence of capability, experience and skill to provide the requested services shall not exceed two pages) and include the firm's organizational structure. Bullet point format is appreciated.
2. Evidence of successful past performance for similar projects: Using the reference form provided, Respondents shall identify successful past performance for similar projects. Respondents shall provide a minimum of three (3) references on the form provided demonstrating their successful past performance. Prior experience with other Florida municipalities is desirable. Respondents are responsible for verifying correct phone numbers and contact information provided. Failure to provide accurate information may result in the reference not being obtained or considered.
3. Evidence of adequate personnel to perform: Respondents shall provide 1 -page summaries or resumes of key personnel to provide services to the City. Resumes should include a description of:
 - a. Training, education and degrees
 - b. Related experience and for whom
 - c. Professional certifications, licenses and affiliations.

D. Proof of Licenses (unlimited)

Respondents shall provide proof of required licenses for the firm and scope of services to be performed. This shall include:

- Proof all applicable licenses for services to be rendered (including registration with State of Florida Division of Corporations, if applicable);
- Statement or proof of required insurance; and
- Proof of Proposer's Business Tax Receipt (as applicable)

E. Litigation and/or Termination (unlimited)

Respondents shall provide a summary of any litigation filed against their firm or key personnel in the past five (5) years which is related to the services sought under this RFP and that the Respondent provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amount involved. *If none, state as such.*

Respondents shall also state if the Respondents has had a contract for the services sought under this RFP which were terminated for default, non-performance or delay, in the past five (5) years. Respondents shall describe all such terminations, including the name and address of the other

contracting party for each such occurrence. *If none, state as such.*

F. Evidence of Ability to Deliver on Time (limited to three pages)

Respondents shall provide a three-page summary regarding their ability to deliver the requested services in a specific timeframe. Information regarding dedicated staff and current and projected firm workload should be provided.

G. Evidence of small or minority business enterprise (unlimited)

Respondents shall provide their certification(s) as a small or minority business enterprise. To qualify, the Respondent must be certified by a State agency, a Florida county or Florida municipality.

SECTION 31. REPRESENTATIONS BY SUBMITTAL OF RESPONSES

By submitting Responses, the Respondent warrants, represents and declares that:

- A. Person(s) designated as principal(s) of the Respondent are named and that no other person(s) other than those therein mentioned has (have) any interest in the proposal or in the anticipated contract.
- B. The Responses are submitted without connection, coordination or cooperation with any other persons, company, firm or party submitting Responses, and that the Responses are, in all respects, true and correct without collusion or fraud
- C. The Respondent understands and agrees to all elements of the RFP unless otherwise indicated or negotiated, and that the RFP shall become part of any contract entered into between the City and the Respondent.
- D. By signing and submitting Responses, Respondent certifies that it and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects.
- E. Pursuant to 287.133, Florida Statutes, a person or affiliate who has been placed in the convicted firm list maintained by the State of Florida may not submit responses to the City of Pahokee for 36 months following the date of being placed on the convicted firm list. Respondent certifies that submittal of its Responses does not violate this statute.
- F. Respondent recognizes and agrees that the City will not be responsible for liable in any way for any losses that the Respondent may suffer from the disclosure or submittal of its Responses to third parties.

SECTION 32. PROTESTS

Any actual Respondent who is aggrieved in connection with this RFP may protest such procurement. The protest must be filed with the City in accordance with the City's procurement code.

SECTION 33. EXHIBITS

This RFP consists of the following exhibits (which are incorporated herein by references):

- | | |
|-----------------|--|
| A. Exhibits "A" | Scope of Services |
| B. Exhibits "B" | Registration Form (optional) |
| C. Exhibits "C" | Proposer's Information Form (required) |
| D. Exhibits "D" | Drug Free Workplace (required) |
| E. Exhibits "E" | Current Valid References (required) |
| F. Exhibits "F" | Campaign Contribution Statement (required) |
| G. Exhibits "G" | Narrative Questionnaire (required) |

SECTION 34. COMPLIANCE

All Responses received in accordance with this RFP shall be subject to applicable Florida Statutes governing public records including without limitation Chapter 119, Florida Statutes. If any, Respondent believes its Responses contain exempt or confidential information, the Respondent must identify the same at the time of submission of its Responses. Failure to do so result in the waiver of such exemption or confidentiality.

END OF GENERAL INFORMATION

EXHIBIT “A”
RFP 2022-02
SCOPE OF SERVICES

DEMOLITION, CLEARING, AND RESTORATION OF LAND SPECIFICATIONS

1.0 SCOPE OF SERVICES

The contractor will be responsible for demolishing structure, facilities, pipe, etc. determined by the City, clearing the property of all debris, and land restoration to a natural state.

2.0 GENERAL REQUIREMENTS

2.1 The contractor shall furnish all of the necessary labor, material, and equipment to perform all demolition and clearance described in the specifications.

2.2 The contractor shall perform demolitions in a manner that provides appropriate consideration for any potential adverse health impacts to the public. All work shall be completed using quality workmanship and in strict compliance with all building codes, the National Emission Standards for Hazardous Air Pollutants (NESHAP), the Occupational Safety and Health Administration (OSHA), and all other applicable laws.

2.3 All work shall be performed by individuals and entities duly licensed and authorized by law to perform the said work. The contractor shall provide verifiable proof of a Palm Beach County or City of Pahokee Occupational License prior to the award of the contract.

2.4 The contractor shall submit documents that he/she is adequately insured and will remain insured throughout the contract period for property damage, liability, workers' compensation, and other loss or injury incurred as a result of the act of the contractor or his employees.

2.5 The contractor shall obtain and bear the expense for all permits necessary for the work to be performed.

2.6 Demolition and/or clearance work having commenced shall be pursued diligently without unreasonable interruption with due regard to public safety.

3.0 JOB DESCRIPTION

Provide all demolition and clearance necessary to completely clear a property and legally dispose of related debris as follows:

3.1 All structure(s) made of wood frame, block, metal/steel, aluminum, and other building materials are to be level with the ground surface. Slab, sidewalk, and driveways are to be removed from the subject lot. Structures may include, but not be limited to, residential structures, commercial buildings, accessory structures and mobile homes. Including an asbestos survey and removal, if needed.

- 3.2 All appliances, air conditioners, well houses, etc.
- 3.3 All man-made materials, trash/garbage, and debris.
- 3.4 Tree stump(s), brush, landscaping, around structure is to be removed.
- 3.5 Existing trees 4" in diameter, located outside of 5 feet from the structure shall remain and be protected during demolition.
- 3.6 Water and/or sewer lines shall be properly capped, and power poles shall be properly removed from the site. Contact all local utilities prior to start.
- 3.7 South Florida Water Management District and stipulated in the Florida Statue 40 A-3. Well closures are to be performed by a Florida licensed water well contractor. Proof of final inspection must be provided with the contractor's invoice. Existing water wells must be closed using the "Full Grout" system as required by the
- 3.8 Designated buildings/structures are to be completely demolished and the lot completely
- 3.9 The lot is to be graded to "sidewalk grade", seeded and mulched.
- 3.10 The contractor shall fill and final grade the site to eliminate any depressions and/or holes on the property.
- 3.11 The site shall be finish graded for proper drainage and to allow mowing of the entire lot.
- 3.12 At a minimum, the general contract will include the demolition of the idle dilapidated structure in the City of Pahokee. The dilapidated structure is located at 647 Bacom Point Road in Pahokee, Florida. The scope of the project is to demolish the abandoned unsafe structure to a depth of four (4) below ground surface and then restore the site to level. The potable water service, raw water, and wastewater pipelines will be capped at the property boundaries. The easement will also be preserved.

4.0 JOB SITE CONDITIONS

- 4.1 Prior to a Notice to Proceed, the City of Pahokee representative will coordinate the project and staging areas with the contractor. The contractor shall carefully inspect the site to verify that the intended work may commence in a safe environment in strict accordance with all pertinent codes and regulations.
- 4.2 The City assume no responsibility for the actual condition of items to be demolished.
- 4.3 The contractor shall be responsible for all facilities or components of existing construction, which are to remain, unaltered in the area where demolition and/or clearance is to be performed. In the event of damage to existing facilities or construction, the contractor shall restore, repair, or replace all items damaged as a result of his work with components and finishes to match the existing before damage, at the contractor's expense.
- 4.4 All fill needed to complete the projects shall be included in the Lump Sum Total for each site. No additional fill charges will be accepted.

4.5 The Contractor is to be responsible for all maintenance of traffic during the projects time line at each site.

4.6 The structures shall be vacant prior to commencing work. If the structures are not vacant, the Contractor shall contact City staff immediately.

4.7 The Contractor is responsible to view all sites prior to submitting the bid. No changes to the Lump Sum Total for each site will be allowed after bid submittal.

5.0 PERMITS

5.1 A demolition permit shall be obtained by the successful bidder from the City.

5.2 Successful bidder(s) shall obtain the required demolition permit within ten (10) working days of award of contract. The required demolition shall commence within 5 working days from issuance of the permit and work continued on a regular daily basis until completed. Failure to commence work as specified herein, without written extension granted by the Construction Services Department upon written request by the successful bidder, will cause the bid to be awarded to another bidder. No expenses will be refunded for failure to comply with these specifications.

6.0 MATERIALS OWNERSHIP

6.1 Except for items or materials indicated to be reused, salvaged, or otherwise indicated to remain the Authority's property, demolished materials shall become the Contractor's property and shall be removed from the site with further disposition at the Contractor's option.

7.0 SUBMITTALS

7.1 General: Submit each item in this Article according to the Conditions of the Contract and Division I Specifications sections, for information only, unless otherwise indicated.

A. Proposed dust – control measures.

B. Proposed noise control measures.

C. Proposed asbestos or lead-based paint control measures. Schedule of demolition activities.

D. Detailed sequence of demolition and removal work, with starting and ending dates for each activity.

E. Inventory of items to be removed and salvaged.

F. Landfill records for record purposes indicating receipt and acceptance of hazardous by a landfill facility licensed to accept hazardous wastes

8.0 QUALITY ASSURANCE

8.1 Demolition Firm Requirements: Contractor shall have successfully completed demolition work similar to that indicated for this project.

8.2 Regulatory Requirements: Comply with governing EPA, state and local notification regulations before starting demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

9.0 PROJECT CONDITIONS

9.1 Contractor is responsible to comply with any/all required demolition permits required by local authorities and ordinances.

9.2 Buildings to be demolished will be vacated and their use discontinued before start of Work.

9.3 Authority assumes no responsibility for actual condition of parking lot to be demolished.

9.4 Conditions existing at time of inspection for bidding purpose will be maintained by City as far as practical.

9.5 The demolition contractor shall protect all existing equipment, pavements, tracks, poles, pipes, wells, utilities, etc. which are not affected by demolition work.

9.6 Storage or sale of removed items or materials on-site will not be permitted.

9.7 Contractor must contact the City Building Inspector two days prior to the commencement of demolition and at completion for final inspection.

9.8 Each bidder must include in the bid price an allowance for the cost of the maintenance, by the appropriate licensed contractor, of all plumbing and electrical services on other occupied structures/buildings located on the property that are not scheduled for demolition.

9.9 Contractor must provide the City with written demolition work schedule to include permit asbestos study, abatement and demolition. If the contractor fails to demonstrate substantial demolition progress, then the City shall upon written notice be authorized to cancel the contract and award to another contractor.

10.0 LANDFILL DISPOSAL

10.1 Contractor shall supply City with a copy of landfill and disposal receipts.

11.0 PREPARATION

11.1 Drain, purge, or otherwise remove, collect, and dispose of chemicals, gases, explosives, acids, flammables, or other dangerous materials before proceeding with demolition operations.

11.2 Employ a certified, licensed exterminator to treat building and to control rodents and vermin before and during demolition operations.

11.3 Conduct demolition operations and remove debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.

11.4 Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from the City and/or authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.

11.5 Conduct demolition operations to prevent injury to people and damage to adjacent buildings and facilities to remain. Ensure safe passage of people around demolition area.

11.6 Erect temporary protection such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction.

11.7 Protect existing site improvements, appurtenances, and landscaping to remain.

11.8 Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.

12.0 EXPLOSIVES

12.1 The use of explosives will not be permitted.

13.0 UTILITIES

All utility releases must be in the Building Division before any demolition permit can be issued. The City will be responsible for locating the sewer laterals and water meters where applicable. The contractor is responsible for the capping water and sewer plumbing permit.

14.0 POLLUTION CONTROLS

14.1 Under the authority of Section 114 of the Clean Air Act, as amended, 42 U.S. C. 1857 (C-7), the Administrator of the United States Environmental Protection Agency (EPA) promulgated National Emission Standards for Hazardous Air Pollutants on April 6, 1973, (38 F.R. 8820). Asbestos was designated a hazardous air pollutant, and standards were set for its use, and to control asbestos emissions. It was determined that one significant source of asbestos emissions was the demolition of certain buildings and structures.

14.2 Additionally, contractors are required under authority of Section 114 (a) to follow EPA personnel to freely enter any of your facilities or demolition sites, to review any records, inspect any demolition method, and sample or observe any omissions.

14.3 All demolition operations conducted by Demolition Contractor are to be in compliance with applicable provisions of Section 112 of the Act and 40 C.F.R. Section 61.22(d).

14.4 In addition, Section 113(c)(1) of the Act (42 U.S.C. 1857 C-8(c)(1), provides that any person who knowingly fails or refuses to comply with any such order shall be punished by a fine not more than \$25,000 per day of violation, or by imprisonment for not more than one year, or by both.

14.5 Finally, Section 113(c)(2) of the Act (42 U.S.C. 1857 C-8(c)(2)), provides that any person who knowingly makes any false statement in any report required under the Act shall be punished, upon conviction, by a fine of not more than \$10,000 or by imprisonment for not more than six months, or by both

14.6 Use water mist, temporary enclosures, and other suitable methods to limit the spread of dust and dirt. Comply with governing environmental protection regulations.

14.7 Do not create hazardous or objectionable conditions, such as ice, flooding, and pollution, when using water.

14.8 Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

14.9 Clean adjacent buildings and improvements of dust, dirt and debris caused by demolition operations. Return adjacent areas to condition existing before start of demolition.

14.10 Contractor shall limit hours of operation to Monday through Friday during the hours of 7:00 a.m. to 6:00 p.m. Special hours of operation outside the normal hours must be approved by the City.

14.11 Contractor shall limit noise pollution at all times to prevent objectionable conditions.

15.0 ASBESTOS

15.1 Asbestos removal must be performed by a Florida Licensed Asbestos Abatement Contractor

15.2 On all commercial properties and those apartments containing four (4) or more dwelling units, all asbestos shall be removed by a certified asbestos removal contractor firm in accordance with all Department of Environmental Regulation specifications, as outlined in Florida Statutes 455.301 thru 455.309 and Palm Beach County Environmental Control Ordinance #78-5, as amended.

15.3 It will be the responsibility of the demolition contractor to handle all aspects of the asbestos removal process (asbestos survey, notification, abatement by authorized contractor) and to ensure removal is in full accordance with Environmental Protection Agency's (EPA) and Palm Beach County regulations.

15.4 The successful contractor shall be responsible to provide administrative fee costs for asbestos report, processing asbestos removal and asbestos notification during the initial bid process. These costs are to be added to the demolition bid if applicable.

15.5 It is understood that asbestos may be present in a commercial building, and any costs incurred by the surveys and removal will be paid for by the City to the demolition contractor upon completion of the entire project.

15.6 The successful Contractor is responsible for obtaining three (3) quotes prior to awarding asbestos study or removal to be completed. Award asbestos removal should be offered to the lowest bidder providing the required services.

15.7 Contractor must provide the City with all original asbestos report findings and related documentation.

16.0 DEMOLITION

16.1 Building Demolition: Demolish buildings, structures, facilities, and other debris including brush and trees or logs, and completely remove from the site. Use methods required to complete Work within limitations of governing regulations and as follows:

16.2 Locate demolition equipment throughout the building and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

16.3 Dispose of demolished items and materials promptly. On-site storage or sale of removed items is prohibited

16.4 Small buildings may be removed intact when permitted by the City's representative and approved by authorities having jurisdiction.

16.5 Break up and remove concrete slabs on grade, unless otherwise instructed.

16.6 Remove air-conditioning equipment without releasing refrigerants.

16.7 Remove structural framing members to ground to avoid free fall and to prevent ground impact and dust generation.

16.8 All demolitions must comply with all applicable regulations of the Occupational and Safety Health Act (O.S.H.A.).

16.9 Prior to the demolition of any building or structure, all buildings and structures shall be determined to be free from infestation of rodents and insects. If the property is found infested the appropriate treatment should be utilized to eliminate infestation. Documentation shall be provided to the Building Official from a licensed exterminator that this requirement has been met prior to the demolition.

17.0 BELOW-GRADE CONSTRUCTION: DEMOLISH FOUNDATION WALLS AND OTHER BELOW-GRADE CONSTRUCTION, AS FOLLOWS:

17.1 Below grade structures foundation/basement floor shall be totally removed.

17.2 Filling Below-Grade areas: Completely fill below-grade areas and voids resulting from demolition of buildings and pavements with soil materials according to requirements specified in the plans.

18.0 DAMAGES

18.1 Promptly repair damages to adjacent facilities caused by demolition operations.

18.2 All broken water lines, curbs, sidewalks, streets, etc., damaged during the demolition will be the responsibility of the demolition contractor to have same repaired or replaced according to all City code requirements (including required permits) and specifications.

19.0 SPECIAL CONDITIONS

19.1 The Contractor shall preserve all surrounding buildings and property. Contractor should note the proximity of surrounding buildings. Any damage to surrounding buildings or property will be repaired by the Contractor at his expensive.

20.0 DISPOSAL OF DEMOLISHED MATERIALS

2.1 General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.

- A. Burning: Do not burn demolished materials.
- B. Disposal: Transport demolished materials of Authority's property and legally dispose of them.
- C. Contractor shall supply Authority with a copy of all landfill and disposal receipts.

21.0 ADDITIONAL FACTORS

21.1 Contractor shall provide adequate competent supervision at all times during the performance of the contract. The firm or designated representative shall be readily available to meet with city personnel. The contractor shall provide the telephone numbers where its representatives can be reached.

22.0 FAILURE TO COMPLY

22.1 Failure to comply with the specifications herein will cause the bid to be rescinded and awarded to another bidder. No expenses will be refunded for failure to comply with these specifications. If the time specifications set forth by the City cannot be complied with, then no bid proposal shall be submitted.

END OF SCOPE OF SERVICES

EXHIBIT “B”

RFP 2022-01

REGISTRATION

FORM

Respondents should complete and return this form to the Department of Community & Economic Development prior **10:00 A.M. EST, Wednesday, 19th October 2022** in order to receive any addenda(s) issued for this RFP.

It is the responsibility of the Respondent to ensure its receipt of all addenda.

Name of Company: _____

Contact Person: _____ Title: _____

Street: _____

City: _____ State: _____ Zip: _____

Telephone (_____) _____ Fax (_____) _____

E-Mail Address: _____

Preferred Method of Receipt: _____ Fax _____ E - Mail _____

EXHIBIT "C"

RFP 2022-02

RESPONDENT INFORMATION PAGE

Company Name: _____

Authorized
Signature:

Signature

Print Name

Title:

Physical
Address:

Street

City

State

Zip Code

Telephone:

_____ Fax: _____

Email Address:

Web Site (if applicable):

Federal Identification Number:

This is a requirement of every Respondent.

EXHIBIT “D”

RFP 2022-02

CONFIRMATION OF DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two or more Responses are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under proposal 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 proposal, 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 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

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

As the person authorized to sign this statement on behalf of _____, I certify that _____ complies fully with the above requirements.

Authorized Representative's Signature _____ Date _____

Name: _____ Position: _____

EXHIBIT "E"

RFP 2022-02

REFERENCES

List below or on an attached sheet similar past projects. Please provide the name, addresses and telephone numbers of organizations, governmental or private, for whom you now are, or have **within the past five (5) years** provided similar services. (THIS FORM MAY BE COPIED).

#1 REFERENCE

Name of Client: _____

Address: _____

Phone No.: (_____) _____ Fax: (_____) _____

Contact Person Name: _____ Title: _____

Description of services: _____

Completed on time: Yes___ No__(explain:_____).

Completed within budget: Yes___ No__ (explain:_____).

#2 REFERENCE

Name of Client: _____

Address: _____

Phone No.: (_____) _____ Fax: (_____) _____

Contact Person Name: _____ Title: _____

Description of services: _____

Completed on time: Yes___ No___(explain:_____).

Completed within budget: Yes__ No__ (explain:_____).

#3 REFERENCE

Name of Client:_____

Address: _____

Phone No.: (_____)_____ Fax: (_____) _____

Contact Person Name:_____ Title: _____

Description of services: _____

Completed on time: Yes__ No__ (explain:_____).

Completed within budget: Yes__ No__ (explain:_____).

EXHIBIT "F"

RFP 2022- 02

CAMPAIGN CONTRIBUTION STATEMENT

Vendor to complete: Check which statement applies, fill in the requested information, if applicable, and sign below.

[] Neither the undersigned business nor any of its owners or officers contributed more than \$100.00 to the campaign of a sitting City Commission member. [If you checked this statement, you are done and may sign below.]

[] The undersigned business or one or more of its owners or officers contributed more than \$100.00 to the campaign of a sitting City Commission member. All such contributions are listed below and on the attached sheet of paper (if more room is needed). [If you checked this statement, please fill in the information requested below and sign below.]

1. _____ contributed a total of \$_____ to the campaign of
City Commission member _____.
2. _____ contributed a total of \$_____ to the campaign of
City Commission member _____.
3. _____ contributed a total of \$_____ to the campaign of
City Commission member _____.
4. _____ contributed a total of \$_____ to the campaign of
City Commission member _____.

Signature:

I hereby certify that the above statements are true and correct to the best of my knowledge and I understand that a false or inaccurate statement may result in the rejection of this bid/proposal/submittal or the immediate termination of any resulting agreement with the City of Pahokee.

By: _____

Print Name: _____

Print Title: _____

Print Name of Business: _____

Commissioner/Mayor to complete: Check which statement applies, fill in the requested information, if applicable, and sign below.

[] Neither the above referenced business nor any of its owners or officers contributed more than \$100.00 to my campaign. [If you checked this statement, you are done and may sign below.]

[] The above referenced business or one or more of its owners or officers contributed more than

\$100.00 to my campaign. All such contributions are listed below and on the attached sheet of paper (if more room is needed). [If you checked this statement, please fill in the information requested below and sign below.]

_____ contributed a total of \$_____ to my campaign.

_____ contributed a total of \$_____ to my campaign.

_____ contributed a total of \$_____ to my campaign.

_____ contributed a total of \$_____ to my campaign.

Signature:

I hereby certify that the above statements are true and correct to the best of my knowledge and I understand that a false or inaccurate statement may result in the rejection of this bid/proposal/submittal or the immediate termination of any resulting agreement with the City of Pahokee.

By: _____

Print Name: _____

For City Clerk's Use Only.

THIS SECTION SHALL BE COMPLETED ONLY IF THERE IS A CAMPAIGN CONTRIBUTION LISTED ABOVE BY THE VENDOR OR COMMISSION MEMBER.

Applicable campaign contributions were disclosed in writing above, and prior to the award of the contract, the following statements were verbally made at the City Commission Meeting on the _____ day of _____, 201____.

Check all that apply.

_____ Commissioner/Mayor _____ verbally disclosed the campaign contribution(s) set forth above.

_____ Vendor, _____, verbally disclosed the campaign contribution(s) set forth above.

EXHIBIT “G”
RFP 2022-02
NARRATIVE QUESTIONNAIRE

All Responses should conform to the following structure, order and must incorporate information where appropriate.

The following forms and narratives must be completed and submitted. **Failure to respond** to any questions may result in disqualification of the Response as non-responsive and not be considered by the Selection Committee.

1. Has your contractor’s license been revoked at any time in the last five (5) years?
Yes _____ No _____
2. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was in default within the last five (5) years.
Yes _____ No _____
3. At any time during the last five (5) years, has your firm or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding of performance of a government contract?
Yes _____ No _____
4. List all Florida construction license numbers, classifications and expiration dated of the Florida contractor licenses held by your firm:
5. If any of the firm’s license(s) are held in the name of a corporation or partnership, list the names of the qualifying individual(s) listed on the Department of Business and Professional Regulations (DPBR) Construction Industry Licensing Board (CILB) records who meet the experience and examination requirements for each license.
6. Has your firm changed names or license number in the past five (5) years?
Yes _____ No _____
If “yes” explain on a separate signed page, including the reason.
7. Has any owner, partner or officer of your firm operated a construction firm under any other name in the last five (5) years?
Yes _____ No _____
If “yes” explain on a separate page, including reason.
8. Has any CILB license held by your firm or and employee been suspended within the last five (5) years?
Yes _____ No _____
If “yes” explain on a separate page, including reason.

9. At any time in the last five (5) years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?

Yes _____ No _____

If "yes", explain on a separate signed page, identifying all such projects by owner, owner's address and the date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.

10. In the last five (5) years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on or completing, any government agency or public works project for any reason?

Note: "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position

Yes _____ No _____

If "yes", explain on a separate signed page. State whether the firm involved was the firm applying for qualification in this RFP OR ANOTHER FIRM. Identify by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project and the basis for the action.

11. In the past five (5) years has any claim against your firm concerning your firm's work on a construction project been filed in court or arbitration?

Yes _____ No _____

If "yes", on a separate signed page, identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or if resolved, a brief description of the resolution.)

12. In the last five (5) years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes _____ No _____

If "yes" explain on a separate signed page. Name of insurance carrier, the form of insurance and the year of refusal.

13. Does your firm have the ability to conduct business with three (3) City projects and three (3) projects outside the City contract on a concurrent basis?

Yes _____ No _____