



**City of Port St. Lucie**  
**Electronic Request for Proposals (“E-RFP”)**  
**Event Name: Continuing Contract for Transportation & Traffic Related Professional Services**  
**E-RFP (Event) Number: 20240169**

**1. Introduction Public Procurement**

**1.1. Purpose of Procurement**

Pursuant to the [Port St. Lucie City Code of Ordinances, Section 35.07](#), City of Port St. Lucie, a Florida Municipal corporation (“City”), is requesting Proposals from qualified firms to provide Professional Services for Transportation & Traffic Related Professional Services under a Continuing Services Contract. A descriptive overview of the City can be found at [Home | City of Port St. Lucie, FL \(cityofpsl.com\)](#). Please visit the City’s website to familiarize yourself with how our city is structured and operates. Please contact the Issuing Officer with any questions.

**1.2. Restrictions on Communicating with Staff**

From the issue date of this E-RFP until a City award is approved by City Council (or the E-RFP is officially cancelled), Consultants are not allowed to communicate for any reason with any City staff or elected officials except through the Issuing Officer named herein, or during the Bidders’/Offerors’ conference (if any), or as defined in this E-RFP or as provided by existing work agreement(s). This is commonly known as a cone of silence during the procurement process as identified in the [City Code of Ordinances, Section 35.13](#). Prohibited communication includes all contact or interaction, including, but not limited to, telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. The City reserves the right to reject the response of any Consultant violating this provision. Further information of this topic can be found on the Cone of Silence and E-RFP Communication Document.

**1.3. E-RFP Scope of Services**

Individual work projects are identified with detailed project scopes, and payment schedules will be negotiated at the respective time. These work projects may involve one or more of the following:

1. Perform studies & surveys, collect & assemble data, and provide overall planning objectives for comprehensive development and continuing operations remaining consistent with the governing documents of the City including the Mobility Plan 2045, the Multimodal Plan, the Comprehensive Plan, and the Strategic Plan, as well as the Engineering Standards and long-range CIP.

2. Assist in traffic related activities including, but not limited to, providing professional consulting services for engineering, planning, surveying, architecture, landscape architecture and traffic management, including operations, finance, forecasting and project development for potentially multiple modes – vehicular, transit, pedestrian/bicycle, and conflicts with Florida East Coast Railroad / Brightline Train services.
3. Review traffic calming requests in accordance with the City's Traffic Calming Policy and make recommendations.
4. Design of traffic calming projects in a comprehensive manner, incorporating all effected roadways, using the Manual of Uniform Traffic Control Devices (MUTCD).
5. Corridor evaluation and planning for traffic-controlled operations. i.e. adaptive, synchronized, preemption and time-based coordination plans, etc.
6. Design and construction plans for traffic signals and fiber connectivity.
7. Design of Pedestrian/Bicycle roadway crossings and treatment recommendations.
8. Assist in the preparation and approval process of all required permits through the appropriate local, State, and federal agencies.
9. Assist in the preparation and presentation of reports and studies to appropriate local, State, federal and public agencies and civic and business groups as requested.
10. Provide engineering cost estimates for traffic related construction and operational activities as needed.
11. Prepare traffic studies and feasibility studies as needed. Potential studies include new infrastructure improvements, retrofitting of existing facilities for safety, enhanced multimodal or mobility features, etc.
12. Provide survey, geotechnical, design and construction management services as needed for projects, including, but not limited to, intersection improvements, drainage modifications, driveway and culvert replacement, utility relocations, roadway, and sidewalk improvement, electrical and landscaping, bulkheads, and equipment and other related improvements. Complete sets of construction plans would be in accordance with FDOT's Plans Preparation Manual, and the City's Engineering Standards for Land Development, should conflicts arise between design standards the more stringent shall prevail. The design shall follow the FDOT design criteria set forth in the Design Standard Roadside Design Guide, and the Manual of Uniform Minimum Standards for Design, Construction, and Maintenance of Standard Streets (Florida Green Book). Additional criteria from the American Association of State Highway and Transportation Officials (AASHTO), A Policy on Geometric Design of Highways and Streets and Institute of Traffic Engineers (ITE) Traffic Engineering Handbook may also be applicable.
13. Evaluate proposals and projects submitted by private parties that may impact traffic operations and/improvements.
14. Providing support during the bidding, award, and construction phases of each project, as needed, to respond to requests for information etc.
15. Provide environmental assessments, studies, analyses, and other related services.
16. Assist in the preparation of grant applications and to assist in the approval process as requested.
17. Evaluate traffic patterns and prepare traffic impact reports as required.
18. Provide planning and development impact assistance, including design and construction management for adjacent off-site infrastructure improvements.
19. Provide coordination and assistance with public notification during either the design or the construction of the project or both. Post-design services may also be included as necessary.

#### **1.4. Overview of the E-RFP Process**

The objective of the E-RFP is to select qualified Consultants to provide the services outlined in this E-RFP to the City. This E-RFP process will be conducted to gather and evaluate responses from Consultants for potential award. All qualified Consultants are invited to participate by submitting responses, as further defined below. After evaluating all Consultants' responses received prior to the closing date of this E-RFP and following negotiations (if any) and resolution of any Contract exceptions, the preliminary results of the E-RFP process will be publicly announced, to include the names of all participating Consultants and the evaluation results. Subject to the protest process, final Contract award(s) will be publicly announced thereafter. NOTE TO CONSULTANTS: The general instructions and provisions of this document have been drafted with the expectation that the City may desire to make one award or multiple awards. For example, this document contains phrases such as "Contract(s)" and "award(s)." Please refer to Section 1.1 – "Purpose of Procurement," and Section 4 – "Selection and Award," for information concerning the number of Contract awards expected.

### 1.5. Schedule of Events

The Schedule of Events set out herein represents the City's best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the E-RFP will be publicly posted prior to the closing date of this E-RFP. After the close of the E-RFP, the City reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, award and the Contract term on an as needed basis with or without notice.

Description	Date	Time
Release of E-RFP	As Published on OpenGov	N/A
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.6.	11/20/2024	5:00 p.m. ET
Collective responses to Written Questions by City Issued Addendum	11/27/2024	5:00 p.m. ET
Proposals Due/Close Date and Time	As Published on OpenGov	As Published on OpenGov
Initial Evaluation Committee Meeting to Review Scored Proposals	TBD	As Published on OpenGov
Evaluation Committee Meeting #2 Final Evaluation	TBD	TBD
Negotiations with Identified consultant(s) (on or about); discretionary process	TBD	TBD
Final Evaluation (on or about)	TBD	N/A

The City reserves the right to proceed to award without further discussions after receipt of the initial proposals, in which case, evaluation committee reviews, negotiations, and proposal revisions may not be required.

### 1.6. Official Issuing Officer (Procuring Agent)

**Name: Alaina Knofla**  
**Procurement Contracting Officer III**  
**aknofla@cityofpsl.com**

### 1.7. Definition of Terms

Please review the following terms:

Consultants' Competitive Negotiation Act ("CCNA") –Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services. See section 287.055, Florida Statutes.  
Consultant(s) – companies desiring to do business with the City (Also called "Bidder," "Proposer," or "Offeror.")

City of Port St. Lucie ("City") – the governmental entity identified in Section 1.1 – "Purpose of Procurement," of this E-RFP.

Immaterial Deviation- does not give the Consultant a substantial advantage over other Consultants.

Material Deviation- gives the Consultant a substantial advantage over other Consultants and thereby restricts or prevents competition.

Procurement Management Division (PMD) - The City department that is responsible for the review and possible sourcing of all publicly sourced solicitations.

Responsible- means the Consultant, whether a company or an individual, has appropriate legal authority to do business in the City, a satisfactory record of integrity, appropriate financial, organizational and operational capacity and controls, and acceptable performance on previous governmental and/or private Contracts, if any.

Responsive- means the Consultant, whether a company or an individual, has submitted a timely offer which materially conforms to the requirements and specifications of the solicitation.

Sourcing Platform- OpenGov.

Any special terms or words which are not identified in this E-RFP Document may be identified separately in one or more attachments to the E-RFP. Please download, save and carefully review all documents in accordance with the instructions provided in Section 2 – "Instructions to Bidders/Proposers," of this E-RFP.

### **1.8. Contract Term**

The initial term of the Contract(s) is for four (4) years with two (2) two-year options to renew, up to four (4) additional years. Unless this E-RFP states otherwise, the resulting award of the Contract does not guarantee volume or a commitment of funds.

## **2. Instructions to Bidders/Proposers**

This section contains general business requirements. By submitting a response, the Consultant is certifying its agreement to comply with all the identified requirements of this section.

By submitting a response to the E-RFP, the Consultant is acknowledging that the Consultant:

1. Has read the information and instructions; and
2. Agrees to comply with the information and instructions contained herein.

### **2.1.1. General Information and Instructions**

#### **2.1.1.1. Familiarity with Laws and Regulations**

Responding Consultants are assumed to be familiar with all federal, state, and local laws, ordinances, rules, and regulations, that may affect the work. Ignorance on the part of the Awarded Consultant will in no way relieve it from Contract responsibility.

#### **2.1.1.2. Restrictions on Communicating with Staff/ Cone of Silence**

From the issue date of this E-RFP until a City generated Purchase Order is submitted to the contracted Consultant (or the E-RFP is officially cancelled), Consultants are not allowed to communicate for any reason with any City staff or elected officials except through the Issuing Officer named herein, or during the Bidders/Offerors' conference (if any), or as defined in this E-RFP or as provided by existing work agreement(s). This is commonly known as a Cone of Silence during the procurement process as identified in the [City Code of Ordinances, Section 35.13](#). Prohibited communication includes all contact or interaction, including, but not limited to, telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. The City reserves the right to reject the response of any Consultant violating this provision. Further information on this topic can be found on the Cone of Silence and E-RFP Communication Document.

### **2.1.3. Submitting Questions**

All questions concerning this E-RFP must be submitted in writing on the OpenGov Platform during the Question and Answer open period. Please select the Question and Answer tab in the E-RFP project and click the Ask Question option. Once the question has been entered, select the Submit Question button. Enter a subject in the Subject field and then type the question in the Question field below. No questions other than written will be accepted. No response other than written will be binding upon the City. All Consultants must submit questions by the deadline identified in the Schedule of Events for submitting questions. Proposers are cautioned that the City may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section.

### **2.1.4. The City's Right to Request Additional Information – Consultant's Responsibility**

Prior to Contract award, the City must be assured that the selected Consultant has all the resources to successfully perform under the Contract. This includes, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the on-going needs of the City, financial resources sufficient to complete performance under the Contract, and experience in similar endeavors. If, during the evaluation process, the City is unable to assure itself of the Consultant's ability to perform, if awarded, the City has the option of requesting from the Consultant any information deemed necessary to determine the Consultant's responsibility. If such information is required, the Consultant will be notified and will be permitted approximately ten (10) business days to submit the information requested.

### **2.1.5. Failing to Comply with Submission Instructions**

Responses received after the identified due date and time or submitted by any other means than those expressly permitted by the E-RFP will not be considered. Consultants' responses must be complete in all respects, as required in each section of this E-RFP.

### **2.1.6. Rejection of Proposals; The City's Right to Waive Immaterial Deviation**

The City reserves the right to reject any or all responses, to waive any irregularity or informality in a Consultant's response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. The City reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement of requested commodities and/or services. It is also within the right of the City to reject responses that do not contain all elements and information requested in this E-RFP. A Consultant's response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a Material Deviation from the E-RFP requirements, which determination will be made by the City on a case-by-case basis.

**NOTE: The City may not accept proposals from firms that have had adversarial relationships with the City or firms that have represented entities that have had adversarial relationships with the City. This includes the firm, employees and financial or legal interests. The City will not enter into a Contract or conduct business with any firm or any personnel that is listed on the Federal, State, or other local government agencies' Excluded Parties List, Suspended List or Debarment List. Please see section [287.133, Florida Statutes](#), for further information regarding business transactions with companies that have been convicted of public entity crimes.**

### **2.1.7. The City's Right to Amend and/or Cancel the E-RFP**

The City reserves the right to amend this E-RFP. All revisions must be made in writing prior to the E-RFP closing date and time. If a responding entity discovers any ambiguity, conflict, discrepancy, omission or other error in the E-RFP, they shall immediately notify the City of such error in writing and request modification or clarification of the document. Any modification made to this E-RFP will be issued as an addendum. Written notice will be posted to OpenGov without divulging the source of the request. If a responding entity fails to notify the City prior to the date and time fixed for submission of an error or ambiguity in the E-RFP known to them, or an error or ambiguity that reasonably should have been known to them, they shall not be entitled to additional time by reason of the error/ambiguity

or its late resolution. By submitting a response, the Consultant shall be deemed to have accepted all terms and agreed to all requirements of the E-RFP (including any revisions/additions made in writing prior to the close of the E-RFP whether or not such revision occurred prior to the time the Consultant submitted its response) unless expressly stated otherwise in the Consultant's response. THEREFORE, EACH CONSULTANT IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED E-RFP AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE CONSULTANT'S RESPONSE PRIOR TO THE CLOSE OF THE E-RFP. All Notice(s) of Intent to Award (NOIAs) will be posted as referenced in Section 4.9 – "Public Award Announcement," of this document. Consultants are encouraged to frequently check the solicitation documentations and embedded URLs for additional information. Finally, the City reserves the right to amend or cancel this E-RFP at any time.

#### **2.1.8. Assigning of the Contract & Use of Subconsultants**

Except as may be expressly agreed to in writing by the City, Consultant shall not assign, sell, transfer or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein, to any person, firm or corporation without the written consent of the City.

The successful Proposer shall provide a listing of all subconsultants, and the work provided by the suppliers in the area provided on the Bid Reply Sheet. The successful Proposer(s) shall provide a listing of all subconsultants, suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment), other than those identified in the Bid Reply, to the City within ten (10) days after the bid opening. Such lists shall be accompanied by an experience statement for each such subconsultant, supplier, person or organization if requested by City. The City, after due investigation, has reasonable objection to any proposed subconsultant, supplier, other person or organization, may, before the Notice of Award is given, request apparent successful Proposer to submit an acceptable substitute without an increase in Bid price.

If apparent successful Proposer(s) declines to make any such substitution, City may award the Contract to the next acceptable Proposer(s) that proposes to use acceptable subconsultants, suppliers, and other persons and organizations. Declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Proposer(s). Any subconsultant, supplier, other person or organization listed and to whom City does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to City subject to revocation of such acceptance after the effective date of the Contract.

No subcontract which Consultant enters into with respect to performance of obligations or work assigned under the Contract shall in any way relieve Consultant of any responsibility, obligation or liability under this Contract and for the acts and omissions of all Subconsultants, agents, and employees. All restrictions, obligations and responsibilities of the Consultant under the Contract shall also apply to the Subconsultants. Any Contract with a Subconsultant must also preserve the rights of the City. The City shall have the right to request the removal of a Subconsultant from the Contract with or without cause.

#### **2.1.9. Proposal of Additional Services**

If a proposer indicates an offer of services in addition to those required by and described in this E-RFP, these additional services may be added to the original Contract at the sole discretion of the City.

#### **2.1.10. Protest Process**

Proposers should familiarize themselves with the procedures set forth in [City Code of Ordinances, Section 35.15](#). By submitting a response to this E-RFP, the Consultant certifies that he is on notice of section 35.15, understands the procedures set forth therein, and acknowledges he is bound by the protest process therein.



#### **2.1.11. Costs for Preparing Responses**

Each Consultant's response should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the response and participating in the procurement process (including the protest process) is the sole responsibility of the Consultant. The City will not provide reimbursement for such costs.

#### **2.1.12. Public Access to Procurement Records**

Solicitation opportunities will be publicly advertised as required by City ordinances and state and federal laws. Any material that is submitted in response to this E-RFP, including anything considered by the Consultant to be confidential or a trade secret, will become a public document pursuant to chapter 119, Florida Statutes. Any claim of confidentiality is waived upon submission, effective after the City's opening of the proposals, pursuant to section [119.07, Florida Statutes](#). Therefore, the Consultant is hereby cautioned to NOT submit any documents that the Consultant does not want to be made public. The City is allowed to assess a reasonable charge to defray the cost of reproducing documents. A City employee must be present during the time of onsite inspection of documents. PLEASE NOTE: When information (financial or other information) submitted by a Consultant is marked as "confidential," "proprietary," etc., the City will make a determination regarding what information may or may not be withheld from disclosure pursuant to Florida law. Consultants should review chapter 119, Florida Statutes, for all updates before requesting exceptions from chapter 119, Florida Statutes.

### **2.2. Submittal Instructions**

#### **Submittal Instructions to OpenGov**

Listed below are key action items related to this E-RFP. The Schedule of Events in Section 1.5 identifies the dates and time for these key action items. This portion of the E-RFP provides high-level instructions regarding the process for reviewing the E-RFP, preparing a response to the E-RFP and submitting a response to the E-RFP. Consultants are required to access, print, and utilize the submittal instructions identified in Section 2.2 of this E-RFP to ensure the Consultant successfully submits a response to this E-RFP.

##### **2.2.1. E-RFP Released**

The E-RFP consists of the following: this document, entitled "PSL E-RFP Document", and any and all information included in the E-RFP, as posted to OpenGov, including any and all documents provided by the City as attachments to the E-RFP or links contained within the E-RFP or its attached documents. Please carefully review all information contained in the Event, including all documents available as attachments or available through links. Any difficulty accessing the Event or opening provided links or documents should be reported immediately to the Issuing Officer (See Section 1.6).

##### **2.2.2. Submitting, Reviewing, Revising or Withdrawing a Submitted Response**

After the response has been submitted, the Consultant may view and/or revise its response by logging into OpenGov. Please take note of the following:

1. PROPOSAL SUBMISSION. Upload in one file, the proposal response (Bid Reply) formatted as instructed within this document. All proposals shall be submitted by completing and returning all required documents. All submittals are required to be electronic and be contained **in one (1) file TOTAL. No hard copies will be accepted.**
  - A. Upload the proposal including all required information, completed forms, and supporting documentation in the appropriate tabs onto OpenGov by the due date and time. Please permit adequate time to submit the response. Please note submission is not instantaneous and may be affected by several events, such as the Consultant temporarily losing a connection to the Internet.

**B. Enter zero for the cost on OpenGov (if requested) and select the Submit button**

**at the bottom of the page to send the documents.**

2. **REVIEW AND REVISE.** In the event the Consultant desires to revise a previously submitted response, the Consultant may revise the response. If the revisions cannot be completed in a single work session, the Consultant should save its progress. Once revisions are complete, the Consultant must resubmit its corrected response. Please permit adequate time to revise and then resubmit the response. Please note submission is not instantaneous and may be affected by several events, such as the Consultant temporarily losing a connection to the Internet.
3. **WITHDRAW.** A Consultant may withdraw the proposal by removing all documents from OpenGov prior to the deadline. In the event a Consultant desires to withdraw its response after the closing date and time, the Consultant must submit a request in writing to the Issuing Officer.

### **2.2.3. Proposal Format / Evaluation Criteria**

#### **Instructions to Respondents**

The Respondent's Proposal must be submitted in accordance with these instructions. Failure to follow these instructions may be cause for rejection of the proposal. For ease of review, submittals should be tabbed and divided in accordance with the sections outlined below with pages sequentially numbered at the bottom of the page. Submittals must be in a font no smaller than 11. Submittals should be concise, provide only the information requested, and adhere to the page limits set forth herein

**Proposals must include the following information in this order:**

#### **Title Page**

Title Page shall show the request for proposal's subject, title, and proposal number; the firm's name; the name, address, and telephone number of a contact person; and the date of the proposal.

#### **Table of Contents**

The Table of Contents shall provide a listing of all major topics, their associated tab number, and starting page.

#### **Tab 1 – Firms Qualifications**

- A. Provide copies of all licenses, certifications or other documentation required in order to enable the Proposer to perform the work proposed.
- B. Include a brief history of the Proposer (years in business, annual volume of work over past five (5) years, company ownership, officers, etc.).
- C. Include information regarding similar project experience the Proposer possess that relates in complexity and/or scope to this project.
- D. Include up to five (5) projects that have been completed in the past five (5) years.
- E. Include associated qualifications/references for subconsultants or subcontractors, if any proposed.
- F. Include reference for each project described (contact name, email, phone, position on project).

#### **Tab 2- Personnel & Experience**

- A. Provide a resume for each key individual needed to carry out the proposal and describe their proposed role/responsibilities.
- B. Identify whether these key individuals gained experience within the company or outside the company and with whom, including years worked.
- C. Identify all subcontractors who will be used to carry out the work set forth in the Proposal.



- D. Include an organizational chart and/or workflow chart to identify each key role for the project.

**Tab 3- Methodology/Approach**

Provide information specific to this solicitation that best displays the approach and methodology that will be used to complete the scope of work (planning, schedules, coordination, tracking, management systems, etc.).

**Tab 4- Certified Minority Business Enterprise**

Provide official minority owned business enterprise certification documentation provided by the Florida Department of Management Services Office of Supplier Diversity. This applies to the Prime Consultant firm only. Subconsultants do not qualify to earn the points for this criterion.

**Tab 5- Additional Required Proposal Submittal Forms**

Additional forms required to be completed with the submitted proposal can be found in **Attachment A**. Please attach additional sheets if necessary to provide all the required information.

- Consultant's General Information Work Sheet
- Cone of Silence Form
- Consultant's Code of Ethics
- E-Verify Form
- Non-Collusion Affidavit
- Drug-Free Workplace Form
- Vendor Certification Regarding Scrutinized Companies Form
- Truth in Negotiation Form

### 3. General Insurance

This section contains general business requirements. By submitting a response, the Consultant is certifying its agreement to comply with all of the identified requirements of this section and that all costs for complying with these general business requirements are included in the Consultant's pricing.

#### 3.1. Standard Insurance Requirements

The Consultant shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage and limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Consultant are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its sovereign immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project and/or any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

1. Workers' Compensation Insurance & Employer's Liability: The Consultant shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with section 440, Florida Statutes. Employers'

Liability must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis. Should scope of work performed by Consultant qualify its employee(s) for benefits under Federal Workers' Compensation Statute (for example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

2. Commercial General Liability Insurance: The Consultant shall agree to maintain Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

3. Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for on-going and Completed Operations (should be ISO CG2037 & CG2010) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by City or completion of Contract. Coverage is to be written on an occurrence form basis. Coverage shall apply on a primary and non-contributory basis. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. No exclusion for mold, silica or respirable dust or bodily injury/property damage arising out of heat, smoke, fumes, or hostile fire shall apply. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests' provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read: **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be included as additional insured and shall include Contract # 20240169 – Continuing Contract – Transportation & Traffic related Professional Services."** The Policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Consultant shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance.

4. Business Automobile Liability Insurance: The Consultant shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event the Consultant does not own any automobiles, the Business Auto Liability requirement shall be amended allowing Consultant to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary non-contributory basis.

5. Builder's Risk Insurance: Consultant shall purchase and maintain Builder's Risk insurance in an amount equal to 100% of the completed value of the project including any amendments thereto (without coinsurance). Consultant's policy shall be written on an "ALL Risk" Builders Risk form that shall cover physical loss or damage to the Work, temporary buildings, construction forms and scaffolding, materials and equipment in transit or in storage/at temporary locations, and should extend coverage to foundations, excavations and other underground property. Coverage shall insure against at least the following perils or causes of loss: fire, lightning, windstorm/and hail, theft (including theft of materials whether or not attached to any structure), vandalism and malicious mischief, flood, earthquake, collapse, and such other perils or causes of loss as may be specifically required. The policy shall include coverage for pollutant cleanup, debris removal, demolition and increased cost of construction, water damage, backup of sewers and drains, testing and startup of building systems (including hot testing), and mold & fungus remediation. The Builders Risk coverage shall include a waiver of subrogation rights endorsement in favor of the City.

The "ALL RISK" Builder's Risk Insurance must also cover soft costs, including additional advertising/promotional, additional license and permit fees, additional legal/accounting fees, insurance premiums including builder's risk, and architects' and engineers' fees that may be necessary to provide plans and specifications and supervision of work for the repair and/or replacement of property damage caused by a covered peril.

This policy must include insurance for the City of Port St. Lucie, Consultant, Subcontractors, Architect/Engineer and Consultants for their interest in covered property. The City's policy will not provide coverage related to this project.

The Consultant has the right to purchase coverage or self-insured any exposures not required by these specifications, but shall be held liable for all losses, deductibles, self-insurance for coverages not required.

The Consultant is responsible for all deductibles including those for windstorms.

6. Pollution Insurance: Consultant shall procure and agree to maintain in full force during the term of this Contract, Contractors Pollution Liability Insurance in limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, for any operations relating to the construction, handling, storage, and transportation of hazardous materials and/or waste. Contractors Pollution should be in force for no less than the entire term of the project and two years extended Completed Operations. The City of Port St. Lucie shall be listed as an additional insured. A waiver of subrogation shall be provided in favor of the City. Coverage shall apply on a primary and non-contributory basis.
7. Waiver of Subrogation: The Consultant shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss contract to waive subrogation without an endorsement, then Consultant shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Consultant enter into such a contract on a pre-loss basis.
8. Deductibles: All deductible amounts shall be paid for and be the responsibility of the Consultant for any and all claims under this Contract. Where an SIR or deductible exceeds \$5,000, the City of Port St. Lucie reserves the right, but is not obligated, to review and request a copy of the Consultant's most recent annual report or audited financial statement.

It shall be the responsibility of the Consultant to ensure that all independent contractors and/or subcontractors comply with the same insurance requirements as listed herein, including Products & Completed Operations coverage for a minimum of five (5) years from the date of possession by City or completion of Contract. It will be the responsibility of the Consultant to obtain Certificates of Insurance from

all independent contractors and subcontractors listing the City as an Additional Insured, without the language, "when required by written contract." If Consultant, any independent contractor, and/or subcontractor maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by Consultant/independent contractor/subcontractor.

The Consultant may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, or Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right, but not obligation, to review, modify, reject, or accept any required policies of insurance including limits, coverages or endorsements, herein from time to time throughout the term of this Contract. All insurance carriers must have an AM Best rating of at least A:VII or better.

A failure on the part of the Consultant to execute the Contract and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

**Consultant must review the City's Standard Contract for further details and coverage requirements.**

Within ten (10) business days of award, the awarded Consultant must procure the required insurance and provide the City with an executed Certificate of Insurance. Certificates must reference the Contract number and the City as the Additional Insured party, as identified herein. The Consultant's submitted pricing must include the cost of the required insurance. No Contract performance shall occur unless and until the required insurance certificates and endorsements are provided.

#### **4. Proposal Evaluation, Negotiations and Award**

All timely proposals will be evaluated in accordance with the following steps. Based on the results of the initial evaluation, the City may or may not elect to negotiate technical factors as further described in the E-RFP. Once the evaluation process has been completed (and any presentations or negotiations the City desires to conduct have occurred), the apparent successful Consultant(s) will be required to enter into discussions with the City to resolve any exceptions to the City's Contract. The City will announce the results of the E-RFP as described further in Section 4.9 – "Public Award Announcement," of this E-RFP.

##### **4.1. Administrative/Preliminary Review**

First, the proposals will be reviewed by the Issuing Officer to determine the proposal's compliance with the following requirements, including, but not limited to:

1. Proposal was submitted by deadline in accordance with Section 2.
2. Meets minimum qualifications.
3. Proposal is complete and contains all required documents.

##### **4.2. Evaluating Proposal Factors**

If the Consultant's proposal passes the Administrative/Preliminary Review, the Consultant's proposal will be submitted to the Evaluation Committee for evaluation.

**4.2.1. Review of Proposals.** The Evaluation Committee will review each proposal in detail to determine its compliance with E-RFP requirements. If a proposal fails to meet the minimum qualifications and mandatory requirements, the City will determine if the deviation is material. A Material Deviation will be cause for rejection of the proposal. An Immaterial Deviation will be processed as if no deviation had occurred. All proposals which meet the requirements of the minimum qualifications and mandatory requirements are considered

Responsive Proposals at this point in time and will be scored in accordance with the point allocation in Section 4.3 – “Evaluation Criteria,” of this E-RFP. At the conclusion of the initial Evaluation Committee meeting, the Committee may create a “short-list” of Consultants and require shortlisted Consultants to submit additional documentation that may include, but is not limited to: approach to the project, knowledge of the project scope, qualifications of the team members assigned to the project, and ability to furnish the required services within schedule and budget and/or to participate in public oral presentations

#### 4.3. Evaluation Criteria

The proposal will be scored in the following manner:

Category	Points
Firm's Qualifications (Form 330)	Maximum 300 points
Personnel & Experience and Knowledge (Form 330)	Maximum 300 points
Methodology/Approach	Maximum 350 points
Certified Minority Business Enterprise	Maximum 50 points
<b>Total</b>	<b>Maximum 1000 points</b>

#### 4.4. Negotiations of Proposal and/or Cost Factors

The objective of negotiations is to obtain the Consultant's best terms. PLEASE NOTE: NEGOTIATIONS ARE DISCRETIONARY; THEREFORE, THE CITY URGES THE CONSULTANT (1) TO SUBMIT ITS BEST RESPONSE AND (2) NOT TO ASSUME THE CONSULTANT WILL BE GRANTED AN OPPORTUNITY TO NEGOTIATE. DO NOT INCLUDE ANY COST INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.

#### 4.5. Overview of Negotiations

After the Evaluation Team has scores the Consultants' proposals, the City may elect to enter into negotiations with all Responsive and Responsible Consultants or only those Consultants identified by the Evaluation Team as being in the competitive range. The competitive range will not be selected arbitrarily, and those Consultants included in the competitive range must have highly scored proposals. The City shall negotiate a Contract with the highest scored firm(s) to a compensation, which is fair, competitive and reasonable. Should negotiations with the highest scored firm fail, the City shall terminate negotiations with the highest scored firm and shall begin with the next highest ranked firm. This process will continue by negotiating with the next highest ranked firm until an agreement is reached, there are no qualified firms remaining, or the E-RFP has been cancelled.

#### 4.6. Negotiation Instructions

Listed below are the key action items related to negotiations. The City's Negotiation Committee may consist of the City's Evaluation Committee or may be comprised of different people. However, evaluation of proposals or revised proposals shall be completed only by the City's Evaluation Committee.

1. **Negotiation Invitation:** Those Consultants identified by the Evaluation Committee to negotiate will be notified and invited to attend negotiations. Consultants will be notified in writing:
  - a. the general purpose and scope of the negotiations;
  - b. the anticipated schedule for the negotiations; and
  - c. the procedures to be followed for negotiations.
2. **Confirmation of Attendance:** Consultants who have been invited to participate in negotiations must confirm attendance.

#### 4.6. Negotiation Round Completion

As part of each negotiation, the City may or may not engage in verbal discussions with Consultants. However, whether or not the City engages in verbal discussions, any revisions the Consultant elects to make to its response must be submitted in writing via email by the end date and time identified by the Issuing Officer.

#### **4.7. Competitive Range**

If the City elects to negotiate pursuant to Section 4.4, the City may either (1) elect to negotiate with all Responsive and Responsible Consultants, (2) limit negotiations to those Consultants identified within the competitive range, or (3) limit negotiations to the number of Consultants with whom the City may reasonably negotiate as defined below. In the event the City elects to limit negotiations to those Consultants identified within the competitive range, the City will identify the competitive range by (1) ranking Consultants' proposals from highest to lowest, and (2) then looking for breaks in the scores such that natural groupings of similar scores may be identified. In the event the City determines the number of Responsive and Responsible Consultants is so great that the City cannot reasonably conduct negotiations with all Consultants (which determination shall be solely at the City's discretion and shall be conclusive), the City may elect to limit negotiations to the top three (3) ranked Consultants as determined by the Total Score.

#### **4.8. Selection Award**

The City reserves the right to a single Consultant or make multiple award to multiple Consultants to be placed in rotation.

#### **4.9. Public Award Announcement**

The preliminary results of the evaluation will be announced through the public posting of a Notice of Intent to Award ("NOIA") on the Electronic Bidding System. The NOIA is not notice of an actual Contract award; instead, the NOIA is notice of the City's expected Contract award(s) pending resolution of the protest process period, pursuant to [City Code of Ordinances, Section 35.15](#), and final approval by the City Council at a publicly noticed meeting. The NOIA (if any) will identify the apparent successful Consultant(s) and unsuccessful Consultant(s). NO CONSULTANT SHOULD ASSUME PERSONAL NOTICE OF THE NOIA WILL BE PROVIDED BY THE CITY. INSTEAD, ALL CONSULTANTS SHOULD FREQUENTLY CHECK THE ELECTRONIC BIDDING SYSTEM FOR NOTICE OF THE NOIA.

### **5. Payment**

To ensure proper payment, the awarded Consultant must comply with the following:

1. The City shall have not less than the allowable time under the Florida Prompt Payment Act, Section 218.70 et seq., Florida Statutes (as amended) to pay for any products and/or services.
2. Invoices must clearly show the description of products and/or services to include the number of each product or line item fulfilled.
3. All invoices must reference the Contract Number as established by the City.
4. Under no circumstances, will interest of any kind be required as payment to the Awarded Consultant.
5. All charges, e.g., set up costs, must be included in the cost proposal. No charges will be allowed unless specified in the E-RFP and agreed upon by the City.
6. Any discrepancies noted by the City must be corrected by the Awarded Consultant within forty-eight (48) hours.
7. The payment amount due on invoices shall not be altered by the City personnel. Once disputed items are resolved, the Awarded Consultant must submit an amended invoice, or a credit memorandum for the disputed amount.
8. The City will not make partial payments on an invoice where there is a dispute.
9. The City will only make payments on authorized transactions.
10. All invoices must be sent to the Project Manager assigned by the City.

#### **5.2. Cost Structure and Additional Instructions**

The City's intent is to structure the cost format in order to facilitate comparison among all Consultants and foster competition to obtain the best market pricing. Consequently, the City requires that each Consultant's cost be in the format outlined below. Additional and/or alternative cost structures will not be considered. Each Consultant is cautioned that failure to comply with the instructions listed below, submission of an incomplete



offer, or submission of an offer in a different format than the one requested, may result in the rejection of the Consultant's proposal.

Enter all information directly into the cost sheet(s). Enter numbers on each cost sheet in "number" (two-place decimal), not "currency" or other format, unless otherwise stated. That is, omit dollar signs, commas, and any other non-essential symbols (e.g., \$7.90 should be entered as 7.90). Prices must be in US Dollars. Enter "n/a" to indicate not available or "0" if there is no charge. Cells left blank will be interpreted as "no offer".

Download, review, and complete the Cost Worksheet and then upload the Cost Worksheet per directions in OpenGov.

### 5.3 Payment by City's Visa Card Program

The City currently utilizes the State of Florida [Visa Program](#). The awarded Consultant can take advantage of this program, and in consideration, receive payment within several days instead of NET 30 terms. Any percentage off the quoted price for the acceptance of payment by Visa will be taken into account for consideration of the best value to the City. If no percentage is provided in the cost proposal, the City shall assume zero (0) percent discount applies.

## 6. Contract Terms and Conditions

The Contract that the City expects to award as a result of this E-RFP will be based upon the E-RFP, the successful Consultant's final response as accepted by the City, all applicable Contract terms and conditions, which can be downloaded from **OpenGov (Exhibit A – PSL Sample Contract Agreement)**. "The successful Consultant's final response as accepted the City," shall mean: the final cost and technical proposals submitted by the awarded Consultant(s) and any subsequent revisions to the awarded Consultant's cost and technical proposals and the Contract terms and conditions due to negotiations, written clarifications or changes made in accordance with the provisions of the E-RFP, and any other terms deemed necessary by the City, except that no objection or amendment by the consultant to the E-RFP requirements or the Contract terms and conditions shall be incorporated by reference into the Contract unless the City has explicitly accepted the Consultant's objection or amendment in writing.

Please review all City attached documents and attached links prior to submitting a response to this E-RFP. Consultants should plan on all expressed requirements within this E-RFP, and City attached documents and links contained in this posted solicitation, as being included in any award as a result of this E-RFP. Therefore, all costs associated with complying with these requirements should be included in any pricing quoted by the Consultants. The City may supplement or revise Contract terms and conditions and/or service specific requirements before Contract execution.

### Exception to Contract

By submitting a proposal, each Consultant acknowledges its acceptance of the E-RFP specifications and the Contract terms and conditions without change. If a Consultant takes exception to a Contract Provision or Solicitation Requirement, the Consultant must state the reason for the exception and state the specific Contract language it proposes to include in place of the provision. Any exceptions to the Contract must be uploaded and submitted as an attachment in Tab 5 of the Consultant's response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the E-RFP.

In the event the Consultant is selected for potential award, the Consultant will be required to enter into discussions with the City to resolve any contractual differences before an award is made. These discussions are to be finalized, and all exceptions resolved within the period identified in the Schedule of Events. Failure to resolve any contractual issues will lead to rejection of the Consultant. The City reserves the right to proceed to discussions with the next best ranked Consultant.

The City reserves the right to modify the Contract to be consistent with the apparent successful offer, and to negotiate other modifications with the apparent successful Consultant. Exceptions that materially change the terms or the requirements of the E-RFP may be deemed non-Responsive by the City, in its sole discretion, and rejected.

Contract exceptions which grant the Consultant an impermissible competitive advantage, as determined by the City, in its sole discretion, will be rejected. If there is any question whether a particular Contract exception would be permissible, the Consultant is strongly encouraged to inquire via written question submitted to the Issuing Officer prior to the deadline for submitting written questions as defined by the Schedule of Events.

### **Order of Preference**

In the case of any inconsistency or conflict among the specific provisions of the executed Contract (including any amendments accepted by both the City and the Consultant attached hereto), the E-RFP (including any subsequent addenda and written responses to Proposers' questions), and the Consultant's Response, any inconsistency or conflict shall be resolved as follows:

- (i) First, by giving preference to the specific provisions of the executed contract.
- (ii) Second, by giving preference to the specific provisions of the E-RFP.
- (iii) Third, by giving preference to the specific provisions of the Consultant's Response, except that objections or amendments by a Consultant that have not been explicitly accepted by the City in writing shall not be included in this Contract and shall be given no weight or consideration.

### **7. List of E-RFP Attachments**

The following documents make up this E-RFP. Any difficulty locating or accessing the following documents should be immediately reported to the Issuing Officer.

- PSL E-RFP (this document)
- Attachment A- Required Forms
  - General Information Work Sheet
  - Cone of Silence Form
  - Consultant' Code of Ethics Form
  - E-Verify Form
  - Non-Collusion Affidavit
  - Drug-Free Workplace Form
  - Vendor Certification Regarding Scrutinized Companies Form
  - Truth in Negotiation Form
- Exhibit A - PSL Sample Contract Agreement

**\*\*Any documents indicated in this E-RFP must be returned in the system as a part of the response by the Consultant. Failure to supply the completed document(s) may deem the Proposer as non-Responsive.**