



"A City for All Ages"

**City of Port St. Lucie**  
**Electronic Request for Proposals ("eRFP")-CCNA**  
**Event Name: CEI & GEO Services for the Port St. Lucie Blvd. North**  
**Project eRFP (Event) Number: 20210032**

## 1. Introduction

### 1.1. Purpose of Procurement

Pursuant to the [Port St. Lucie City Ordinance 35.05](#), this electronic Request for Proposals ("eRFP") is being issued to establish a contract with a qualified contractor who will provide **CEI & GEO Services for the Port St. Lucie Blvd. North Project** to the City of Port St. Lucie (hereinafter, "City") as further described in this eRFP.

A descriptive overview of the City can be found at <https://www.cityofpsl.com/discover-us/about-psl>. 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. eRFP Scope of Requested Commodities

The City of Port St. Lucie (City) requires **Construction Engineering and Inspection (CEI) Services and Geotechnical Services**, for the construction of the **Port St. Lucie Boulevard North Project**.

The project includes all work associated with the reconstruction of Port St. Lucie Blvd from Gatlin Boulevard to Darwin Boulevard including approximately 800' of Darwin Boulevard East of Port St. Lucie Boulevard. Improvements include, but are not limited to, complete reconstruction, milling/resurfacing, utility relocation, sidewalks, underground drainage, signals, lighting, and landscaping as shown in the plans.

Contractors may access and download the plans via the City of Port St. Lucie's FTP Site. The login information has also been provided below:

**Site:** <ftp://publicftp.cityofpsl.com>

**User:** rfp

**Password:** cityrfp

### 1.3. Overview of the eRFP Process

The objective of the eRFP is to select a qualified contractor to provide the goods and/or services outlined in this eRFP to the City. This eRFP process will be conducted to gather and evaluate responses from contractors for potential award. All qualified contractors are invited to participate by submitting responses, as further defined below. After evaluating all contractors' responses received prior to the closing date of this eRFP and following negotiations (if any) and resolution of any contract exceptions, the preliminary results of the eRFP process will be publicly announced, by the [City Clerk's Office](#), to include the names of all participating contractors and the evaluation results. Subject to the protest process, final contract award(s) will be publicly announced thereafter.

NOTE TO CONTRACTORS: The general instructions and provisions of this document have been drafted with the expectation that the City will make a single award; however, please refer to Section 6.5 "Selection and Award" of this eRFP for information concerning the City's actual award strategy (single, multiple, split awards, etc).

#### 1.4. 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 eRFP will be publicly posted prior to the closing date of this eRFP. After the close of the eRFP, 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 eRFP	As Published on DemandStar	N/A
Bidders/Offerors' Conference Location: 2195 SE Airoso Blvd, Port St. Lucie, FL 34984 (City of Port St. Lucie's Community Center) in the CEOC Room. Attendance is: Non-Mandatory <b><u>BIDDERS WHO PLAN ON ATTENDING MUST RSVP AHEAD OF TIME TO ENSURE SOCIAL DISTANCING GUIDELINES ARE MET.</u></b>	As Published on DemandStar	See DemandStar
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.5.	January 19, 2021	5:00 p.m. ET
Collective responses to Written Questions by City Issued Addendum	January 22, 2021	5:00 p.m. ET
Proposals Due/Close Date and Time	As Published on DemandStar	As Published on DemandStar
Solicitation Opening Location: 121 SW Port St. Lucie Blvd., Port St. Lucie, FL, 34984, Building A, City Hall, 3 <sup>rd</sup> Floor, Suite 390, OMB Conference Room. <b><u>BIDDERS WHO PLAN ON ATTENDING MUST RSVP AHEAD OF TIME TO ENSURE SOCIAL DISTANCING GUIDELINES ARE MET.</u></b>	As Published on DemandStar	As Published on DemandStar
Initial Evaluation Committee Meeting to Review Scored Proposals 2195 SE Airoso Blvd, Port St. Lucie, FL 34984 (City of Port St. Lucie's Community Center) in the CEOC Room. <b><u>BIDDERS WHO PLAN ON ATTENDING MUST RSVP AHEAD OF TIME TO ENSURE SOCIAL DISTANCING GUIDELINES ARE MET.</u></b>	2 Weeks after Closing	N/A
Presentations & Validation Meeting 2195 SE Airoso Blvd, Port St. Lucie, FL 34984 (City of Port St. Lucie's Community Center) in the CEOC Room. <b><u>BIDDERS WHO PLAN ON ATTENDING MUST RSVP AHEAD OF TIME TO ENSURE SOCIAL DISTANCING</u></b>	3 Weeks after Closing	TBD

<b><u>GUIDELINES ARE MET.</u></b>		
Top Three Highest Scoring Contractors (Short List) Issued to City Council for Approval.	5 Weeks after Closing	N/A
Finalize Contract Terms	6 Weeks after Closing	N/A
Notice of Intent to Award [NOIA] (on or about)	8 Weeks after Closing to be Published by <a href="#">City Clerk's Office</a>	N/A
Notice of Award [NOA] (on or about)	Date of Issued Purchase Order to Contractor	N/A

\*In the event the estimated value of the contract is less than \$75,000, the City reserves the right to proceed directly to contract award without posting a Notice of Intent to Award.

**1.5. Official Issuing Officer (Procuring Agent)**

**Jason Bezak, Procurement Agent I**  
[JBEZAK@CITYOFPSL.COM](mailto:JBEZAK@CITYOFPSL.COM)

**1.6. Definition of Terms**

Please review the following terms:

Contractor(s) – companies desiring to do business with the City (Also called “Bidder”, “Proposer”, “Contractor”, or “Offeror”.)

City of Port St. Lucie “City” – the governmental entity identified in Section 1.1 “Purpose of Procurement” of this eRFP.

Immaterial Deviation- does not give the contractor a substantial advantage over other contractors.

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

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

Sourcing Platform- [DemandStar](#)

Any special terms or words which are not identified in the City’s eRFP Document may be identified separately in one or more attachments to the eRFP.

**1.7. Contract Term**

The initial term of the contract(s) is for **500** calendar days from the execution date of the Purchase Order. In the event that the contract(s), if any, resulting from the award of this eRFP shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified products and/or services, the City may, with the written consent of the awarded contractor(s), extend the contract(s) for such period of time as may be necessary to permit the City’s continued supply of the identified products and/or services. The contract(s) may be amended in writing from time to time by mutual consent of the parties. Unless this eRFP states otherwise, the resulting award of the contract(s) does not guarantee volume or a commitment of funds.

**2. Instructions to Contractors**

This section contains general business requirements. By submitting a response, the contractor 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 contractor’s submitted pricing.

By submitting a response to the eRFP, the contractor is acknowledging that the contractor:

1. Has read the information and instructions,

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 Contractors 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 Contractor will in no way relieve them from contract responsibility.

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

From the issue date of this eRFP until a City generated Purchase Order is submitted to the contracted contractor (or the eRFP is officially cancelled), contractors 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 eRFP 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 contractor violating this provision. Further information of this topic can be found on the Cone of Silence and eRFP Communication Document.

#### **2.1.1.3. Submitting Questions**

All questions concerning this eRFP must be submitted in writing via email to the Issuing Officer identified in Section 1.5 "Issuing Officer" of this eRFP. No questions other than written will be accepted. No response other than written will be binding upon the City. All contractors must submit questions by the deadline identified in the Schedule of Events for submitting questions. Contractors 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. All questions about this eRFP must be submitted in the following format:

Company Name

Question #1 Question, *Citation of relevant section of the eRFP*

Question #2 Question, *Citation of relevant section of the eRFP*

#### **2.1.1.4. Attending Bidders/Offerors' Conference**

The Bidders/Offerors' Conference or any other information session (if indicated in the schedule of events) will be held at the offices referred to in Section 1.4 "Schedule of Events" of this eRFP. Unless indicated otherwise, attendance is not mandatory; although contractors are strongly encouraged to attend. However, in the event the conference has been identified as mandatory, then a representative of the contractor must attend the conference in its entirety to be considered eligible for contract award. The contractor is strongly encouraged to allow ample travel time to ensure arrival in the conference meeting room prior to the beginning of any mandatory conference. The City reserves the right to consider any representative arriving late to be "not in attendance." Therefore, all contractors are strongly encouraged to arrive early to allow for unexpected travel contingencies.

#### **2.1.1.5. The City's Right to Request Additional Information – Contractor's Responsibility**

Prior to contract award, the City must be assured that the selected contractor has all of 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 contractor's ability to perform, if awarded, the City has the option of requesting from the contractor any information deemed necessary to determine the contractor's

responsibility. If such information is required, the contractor will be so notified and will be permitted approximately ten business days to submit the information requested.

#### **2.1.6. 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 eRFP will not be considered. Contractors' responses must be complete in all respects, as required in each section of this eRFP.

#### **2.1.7. 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 contractor'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. It is also within the right of the City to reject responses **that do not contain all elements and information requested in this eRFP**. A contractor's response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the eRFP 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 [Florida Statute 287.133](#) for further information regarding business transactions with companies that have been convicted of public entity crimes.**

#### **2.1.8. The City's Right to Amend and/or Cancel the eRFP**

The City reserves the right to amend this eRFP. All revisions must be made in writing prior to the eRFP closing date and time. If a responding entity discovers any ambiguity, conflict, discrepancy, omission or other error in the 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 RFP will be issued as an addendum. Written notice will be posted to DemandStar 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 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 contractor shall be deemed to have accepted all terms and agreed to all requirements of the eRFP (including any revisions/additions made in writing prior to the close of the eRFP whether or not such revision occurred prior to the time the contractor submitted its response) unless expressly stated otherwise in the contractor's response. **THEREFORE, EACH CONTRACTOR IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED eRFP AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE CONTRACTOR'S RESPONSE PRIOR TO THE CLOSE OF THE eRFP** All Notice(s) to Proceed with Negotiations with the Top Three Highest Scoring Contractors and Intent to Award (NOIAs) will be posted as referenced in Section 6.7 of this document. **Contractors 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 eRFP at any time**

#### **2.1.9. Use of Subcontractor**

Except as may be expressly agreed to in writing by the City, Contractor shall not subcontract, assign, delegate or otherwise permit anyone other than Contractor or Contractor's personnel to perform any of Contractor's obligations under this Contract or any of the work subsequently assigned under this Contract. No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Contract shall in any way relieve Contractor of any responsibility, obligation or liability under this Contract and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Contract shall also apply to the subcontractors. Any contract with a

subcontractor must also preserve the rights of the City. City shall have the right to request the removal of a subcontractor from the Contract with or without cause.

#### **2.1.10. Proposal of Addition Services**

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

#### **2.1.11. Protest Process**

Proposers should familiarize themselves with the procedures set forth in [City Ordinance 20-15 Sec. 35.14.](#)

#### **2.1.12. Costs for Preparing Responses**

Each Contractor'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 contractor. The City will not provide reimbursement for such costs.

#### **2.1.13. 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 RFP, including anything considered by the Proposer to be confidential or a trade secret, will become a public document pursuant to [Chapter 119 of the 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 Proposer is hereby cautioned to NOT submit any documents that the Proposer 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 contractor 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. Contractors should review [Chapter 119 of the Florida Statutes](#) for all updates before requesting exceptions from Florida Statutes Chapter 119.

## **2.2. Submittal Instructions**

### **Submittal Instructions to DemandStar**

Listed below are key action items related to this eRFP. The Schedule of Events in Section 1.4 identifies the dates and time for these key action items. This portion of the eRFP provides high-level instructions regarding the process for reviewing the eRFP, preparing a response to the eRFP and submitting a response to the eRFP. Contractors are required to access, print and utilize the training materials identified in Section 2.2.1 of this eRFP to ensure the contractor successfully submit a response to this eRFP.

#### **2.2.1. eRFP Released**

The release of the eRFP is only communicated through the posting of this eRFP as an event in [DemandStar](#). This eRFP is being conducted through DemandStar an online, electronic tool, which allows a contractor to register, logon, select answers and type text in response to questions, and upload any necessary documents. Each contractor interested in competing to win a contract award must complete and submit a response to this eRFP using [DemandStar](#). Therefore, each contractor MUST carefully review the submittal instructions on DemandStar's website and following the submittal guidance that is provided in Section 2.2 of this RFP document.

#### **2.2.2. eRFP Review**

The eRFP consists of the following: this document, entitled "PSL eRFP Document", and any and all information included in the eRFP, as posted to DemandStar, including any and all documents

provided by the City as attachments to the eRFP or links contained within the eRFP 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 1.5). Attached documents may be found as follows:

### **2.2.3. Preparing a Response**

When preparing a response, the contractor must consider the following instructions:

1. Use the provided worksheets to prepare your response. Enter your responses directly into the worksheet. Unless otherwise directed, do not insert “see attached file” (or similar statements) in the worksheet to reference separate documents.
2. Answer each question in sufficient detail for evaluation while using judgment with regards to the length of response.
3. Proofread your response and make sure it is accurate and readily understandable.
4. Label any and all uploaded files using the corresponding section numbers of the eRFP as specified by the City.
5. Use caution in creating electronic files to be uploaded. If the City is unable to open an electronic file due to a virus or because the file has become corrupted, the contractor’s response may be considered incomplete and disqualified from further consideration.
6. Use commonly accepted software programs to create electronic files. The City has the capability of viewing documents submitted in the following format: Microsoft Office 2007 and portable document format file (PDF). Unless the eRFP specifically requests the use of another type of software or file format than those listed above, please contact the Issuing Officer prior to utilizing another type of software and/or file format. In the event that the City is unable to open an electronic file because the City does not have ready access to the software utilized by the contractor, the contractor’s response will be considered incomplete and disqualified from further consideration.

### **2.2.4. Reviewing, Revising or Withdrawing a Submitted Response**

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

1. REVIEW AND REVISE. In the event the contractor desires to revise a previously submitted response, the contractor may revise the response. If the revisions cannot be completed in a single work session, the contractor should save its progress.” Once revisions are complete, the contractor **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 contractor temporarily losing a connection to the Internet.
2. WITHDRAW. A contractor may withdraw the proposal by removing all documents from DemandStar prior to the deadline. In the event a contractor desires to withdraw its response after the closing date and time, the contractor must submit a request in writing to the Issuing Officer.

### 3. General Insurance, Bonding and Permit Requirements

This section contains general business requirements. By submitting a response, the contractor 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 contractor's submitted pricing.

#### 3.1. Standard Insurance Requirements

**Note: This will be modified based on subject matter of the service.**

The Contractor agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent act, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized, including any independent contractors or subcontractors by the Contractor in the performance of this contract.

The Contractor 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, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor 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, 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 Contractor shall maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, and \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis. Should scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (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 Contractor shall 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 (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. 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, and Professional Liability, Certificates of Insurance 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 for Commercial General Liability and Business Auto policies. 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, the contract name, and number shall listed as additional insured.**" Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor 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.

4. Automobile Liability Insurance: The Contractor shall 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 Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor 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 must be provided. Coverage shall apply on a primary and non-contributory basis.
5. Professional Liability Insurance: Contractor shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \$2,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000 the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Contractor warrants the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Contractor shall agree to purchase a SERP with a minimum reporting period not less than four (4) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided
6. Waiver of Subrogation: The Contractor 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 Contractor 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.
7. Deductibles: All deductible amounts shall be paid for and be the responsibility of the Contractor 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 not obligation, to review and request a copy of the Contractor's most recent annual report or audited financial statement.

It shall be the responsibility of the Contractor to ensure that all independent contractors and sub-contractors comply with the same insurance requirements referenced herein. It will be the responsibility of the contractor 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 contractor, independent contractor 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 contractor/independent contractor/subcontractor.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and 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 the 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. When a self-insured retention or deductible exceeds \$5,000, The City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

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

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

Within ten (10) business days of award, the awarded contractor 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. The Contractor's submitted pricing must include the cost of the required insurance. No contract performance shall occur unless and until the required insurance certificates are provided.

### **3.2. Bonds and/or Letter of Credit**

**Bonds are not required.**

### **3.3. Permits**

The selected Contractor shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation. All permit fees shall be included in the contract amount and paid by the successful Contractor(s).

## **4. eRFP Proposal (Bid) Factors**

This section contains the detailed technical requirements and related services for this eRFP. Contractors are required to download, complete and then upload the Worksheets titled "Mandatory Response Worksheet", "Mandatory Scored Requirement Worksheet", and "Cone of Silence" Requirements found as attachments in the eRFP. Although many solicitations will contain all of the worksheets noted above, it is possible that a solicitation will not contain all three worksheets. In the event all three worksheets are not available as downloadable forms to this eRFP, please confirm with the Issuing Officer that all three worksheets are not required.

Unless requested otherwise, all responses must be provided within the Excel worksheets and not as a separately attached document. Except as otherwise indicated, all requested forms and documents must be submitted electronically via the sourcing tool as an uploaded document to the contractor's response. These worksheets together with any and all other documents submitted in response to Section 4 of this eRFP will be considered the contractor's technical proposal.

The City has determined that it is best to define its own needs, desired operating objectives, and desired operating environment. The City will not tailor these needs to fit particular solutions contractors may have available; rather, the contractors shall propose to meet the City's needs as defined in this eRFP. All claims shall be subject to demonstration. Contractors are cautioned that conditional proposals, based upon assumptions, may be deemed non-responsive.

#### 4.1. Technical Proposal Introduction

All of the items described in this section are service levels and/or terms and conditions that the City expects to be satisfied by the selected contractor. Each contractor must indicate its willingness and ability to satisfy these requirements in the appropriate worksheets.

#### 4.2. Contractor General Information

Each contractor must complete all of the requested information in the electronic purchasing system entitled **Contractor's General Information Worksheet** for inclusion with their solicitation response.

**DO NOT INCLUDE ANY COST/PRICING INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.**

#### 4.3. Mandatory Requirements

As specified with each requirement listed in the **Mandatory Response Worksheet**, the contractor must indicate whether its proposal meets the individual requirements by marking either a providing an answer and/or attaching the requested documents in the response block(s) provided. Responses to the Mandatory Response Worksheet are not scored. They are used to determine if a Contractor is both Responsible and Responsive.

**DO NOT INCLUDE ANY COST/PRICING INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.**

#### 4.4. Mandatory Scored Response

As specified with each requirement listed in the **Mandatory Scored Response Worksheet**, the contractor must indicate whether it will meet the individual requirement (if any) and provide a supporting narrative in the space provided. To be considered responsive, responsible and eligible for award, any and all requirements identified in the Mandatory Scored Response Worksheet must be met. There may be rare instances in which an item within the Mandatory Scored Response Worksheet does not create an individual requirement which must be met, but, instead, merely requires a response. All requirements labeled "Mandatory Scored" must be met by the contractor. Failure to meet any mandatory scored requirements may result in disqualification of the proposals. The narrative description, along with any required supporting materials, will be evaluated and awarded points in accordance with Section 6 "Proposal Evaluation, Negotiations and Award" of this eRFP.

**DO NOT INCLUDE ANY COST INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.**

#### 4.5. Additional Information

As noted in Section 2.2.2 "eRFP Review", please access and review all of the attachments provided by the City within the Event. If supplemental materials are requested by the City to be submitted by the contractor as part of the technical proposal, the contractor should upload these additional materials as directed by the City.

### 5. Cost Proposal

#### 5.1. Cost Proposal

This section shall follow the requirements as mandated in [287.055 \(5\), Florida Statutes](#). In the event the highest scoring proposal for a service/project exceeds the City's available funds, the City may negotiate an adjustment of the proposal price with the highest scoring proposer. By submitting a solicitation response, the contractor agrees that it has read, understood, and will abide by the following instructions/rules:

1. The submitted cost proposal must include all costs of performing pursuant to the resulting contract; and
2. All quantities and/or estimates are for information or tabulation purposes only and;
3. No warranty or guarantee is expressed or implied on the volume of products and/or services that the City may require through the negotiated contract period and;

4. Cost proposals containing a minimum order/ship quantity or dollar value, unless otherwise called for in the eRFP, will be treated as non-responsive and may not be considered for award; and
5. In the event there is discrepancy between the contractor's unit price and extended price, the unit price shall govern;
6. Unless otherwise specified in any terms and conditions attached to the eRFP, all product deliveries will be F.O.B. destination and all shipping charges must be included in the quoted pricing structure; and
7. Unless expressly permitted by the eRFP, responses containing provisions for late or interest charges cannot be awarded a contract. Contractors must "strikethrough" any such provisions in printed forms and initial such revisions prior to submitting a response to the City; and
8. Contractor responses requiring prepayment and/or progress payment requirements may be determined non-responsive unless otherwise permitted by the eRFP; and
9. The prices quoted and listed in the cost proposal shall be firm throughout the term of the resulting contract, unless otherwise noted in the eRFP or contract.

## **5.2 Payment by City's Visa Card Program**

The City currently utilizes the State of Florida [Visa Program](#). The awarded Contractor can take advantage of this program and in consideration, receive payment within several days instead of NET 30 terms.

## **6. 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 eRFP. Once the evaluation process has been completed (and any negotiations the City desires to conduct have occurred), the apparent successful contractor(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 eRFP as described further in Section 6.7 "Public Award Announcement" of this eRFP.

### **6.1. Administrative/Preliminary Review**

First, the proposals will be reviewed by the Issuing Officer to determine the proposal's compliance with the following requirements:

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

### **6.2. Evaluating Proposal Factors (Section 4)**

If the contractor's proposal passes the Administrative/Preliminary Review, the contractor's responses to Section 4 "eRFP Proposal Factors" will be submitted to the Evaluation Team for evaluation.

#### **6.2.1. Review of Mandatory and Mandatory Scored Questions**

The Evaluation Team will review each proposal in detail to determine its compliance with mandatory eRFP requirements. Responses to both "Mandatory" and "Mandatory Scored" Questions will be evaluated on a pass/fail basis. If a proposal fails to meet a mandatory and/or mandatory scored eRFP requirement, 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 "Mandatory" and "Mandatory Scored" Questions are considered "Responsive Proposals" at this point in time and will be scored in accordance with the point allocation in Section 6.3 "Scoring Criteria" of this eRFP.

The contractor will receive a total technical score at the conclusion of the evaluation of the eRFP Proposal Factors.

### **6.3. Scoring Criteria**

The evaluation is comprised of the following:

Category	Criteria	Points
Technical/Proposal Factors	"Mandatory" Requirements	Pass/Fail
Technical/Proposal Factors	"Mandatory Scored"	1,000 points
Total	N/A	1,000 points

#### 6.4. Negotiations of Proposals

The objective of negotiations is to obtain the contractor's best terms. PLEASE NOTE: NEGOTIATIONS ARE DISCRETIONARY; THEREFORE, THE CITY URGES THE CONTRACTOR (1) TO SUBMIT ITS BEST RESPONSE AND (2) NOT TO ASSUME THE CONTRACTOR WILL BE GRANTED AN OPPORTUNITY TO NEGOTIATE.

##### 6.4.1. Overview of Negotiations

After the Evaluation Team has scored the contractors' proposals, the City may elect to enter into negotiations with all responsive and responsible contractors or only those contractors identified by the Evaluation Team as being in the competitive range. The competitive range will not be selected arbitrarily, and those contractors included in the competitive range must have highly scored proposals. The City shall negotiate a contract with the highest scored firm 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 second highest ranked firm. Should negotiations with the second highest ranked firm fail, the City shall terminate negotiations with the second highest ranked firm and shall begin negotiations with the third highest ranked firm. Should negotiations with the third highest ranked firm fail, the City shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with [287.055, Florida Statutes](#), until an agreement is reached.

##### 6.4.2. 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 contractors identified by the Evaluation Committee to negotiate will be notified and invited to attend negotiations. Contractors 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:** Contractors who have been invited to participate in negotiations must confirm attendance.

##### 6.4.3. Competitive Range

If the City elects to negotiate pursuant to Section 6.4, the City may either (1) elect to negotiate with all responsive and responsible contractors, (2) limit negotiations to those contractors identified within the competitive range, or (3) limit negotiations to the number of contractors with whom the City may reasonably negotiate as defined below. In the event the City elects to limit negotiations to those contractors identified within the competitive range, the City will identify the competitive range by (1) ranking contractors' 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 contractors is so great that the City cannot reasonably conduct negotiations (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 contractors as determined by the Total Score. The City shall negotiate a contract with the highest scored firm 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 second highest ranked firm. Should negotiations with the second highest ranked firm fail, the City shall terminate negotiations with the second highest ranked firm and shall begin negotiations with the third highest ranked firm. Should negotiations with the third highest ranked firm fail, the City shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with [287.055, Florida Statutes](#), until an agreement is reached.

#### **6.4.4. Negotiation Round Completion**

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

### **6.5. Selection and Award**

#### Single Award Sample Language

The responsive and responsible contractor receiving the highest Total Score and with whom the City is able to reach agreement as to contract terms will be selected for award.

### **6.6. Site Visits, Samples, and Oral Presentations**

The City reserves the right to conduct site visits or to invite contractors to present their proposal factors/technical solutions to the Evaluation Team. Cost information must not be discussed during the oral presentation of the contractor's technical solution. Samples of items, when required, must be furnished free of expense and, if not destroyed, will upon request, be returned at the Contractor's expense. Request for the return of samples must be made within thirty (30) days following opening of proposals. Each individual sample must be labeled with Contractor's name, eRFP number, and item number. Failure of Contractor to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the eRFP. Unless otherwise indicated, samples should be delivered to the Procurement Management Department.

### **6.7. Public Announcement**

The preliminary results of the evaluation(s) will be announced through the public posting of either a Notice to Proceed Negotiation with Contractor(s) or Notice of Intent to Award by the [City Clerk's Office](#). The Notice of Intent to Award ("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 35.14. The NOIA (if any) will identify the apparent successful contractor(s), unsuccessful contractor(s), and the reasons why any unsuccessful contractors were not selected for contract award. NO CONTRACTOR SHOULD ASSUME PERSONAL NOTICE OF THE NOTICE OF INTENT TO AWARD ("NOIA") WILL BE PROVIDED BY THE CITY. INSTEAD, ALL CONTRACTORS SHOULD FREQUENTLY CHECK [THE CITY CLERK'S WEBSITE](#) FOR NOTICE OF THE NOIA DURING A CITY COUNCIL MEETING.

## **7. Contract Terms and Conditions**

The contract that the City expects to award as a result of this eRFP will be based upon the eRFP, the successful contractor's final response as accepted by the City, all applicable contract terms and conditions, which can be downloaded from [DemandStar](#). The successful contractor's final response as accepted the City shall mean: the final cost and technical proposals submitted by the awarded contractor(s) and any subsequent revisions to the awarded contractor'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 eRFP, and any other terms deemed necessary by the City, except that no objection or amendment by the contractor to the eRFP requirements or the contract terms and conditions shall be incorporated by reference into the contract unless the City has explicitly accepted the contractor's objection or amendment in writing.

Please review all City attached documents and attached links prior to submitting a response to this eRFP. Contractors should plan on all expressed requirements within this eRFP and City attached documents and links contained in this posted solicitation as being included in any award as a result of this eRFP. Therefore, all costs associated with complying with these requirements should be included in any pricing quoted by the contractors. 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 contractor acknowledges its acceptance of the eRFP specifications and the contract terms and conditions without change. If a contractor takes exception to a Contract Provision or Solicitation Requirement, the contractor 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 to the contractor's response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the eRFP.

In the event the contractor is selected for potential award, the contractor 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 contractor. The City reserves the right to proceed to discussions with the next best ranked contractor.

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 contractor. Exceptions that materially change the terms or the requirements of the eRFP may be deemed non-responsive by the City, in its sole discretion, and rejected. Contract exceptions which grant the contractor 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 contractor 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 Contractor attached hereto), the RFP (including any subsequent addenda and written responses to bidders' questions), and the Contractor'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 eRFP.
- (iii) Third, by giving preference to the specific provisions of the Contractor's Response, except that objections or amendments by a contractor 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.

## **8. Payment**

To ensure proper payment the awarded Contractor must:

1. The City shall have not less than 30 days to pay for any commodities.
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 circumstance, will interest of any kind be required as payment to the Awarded Contractor.
5. All charges, e.g., set up costs, must be included in the cost proposal. No charges will be allowed unless specified in the eRFP and agreed upon by the City.
6. Any discrepancies noted by the City must be corrected by the Awarded Contractor within 48 hours.

7. The payment amount due on invoices shall not be altered by the City personnel. Once disputed items are resolved, the Awarded Contractor 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:
  - i. [apnotifications@cityofpsl.com](mailto:apnotifications@cityofpsl.com)

## 9. List of eRFP Attachments

The following documents make up this eRFP. Please see Section 2.2.2 “eRFP Review” for instructions about how to access the following documents. Any difficulty locating or accessing the following documents should be immediately reported to the Issuing Officer.

PSL CCNA eRFP (this document)

- A. Mandatory Response Worksheet from Section 4.3 of this eRFP- Must be uploaded to DemandStar. (Mandatory Document)
- B. Mandatory Scored Response Worksheet from Section 4.4 of this eRFP- Must be uploaded to DemandStar. (Mandatory Document)
- C. General Requirement's Document for CEI & GEO Services (Attached)
- D. PSL Sample Contract from Section 7 “Contract Terms and Conditions” of this eRFP (Attached)
- E. Location Map (Attached)
- F. Cone of Silence and Communication Document from Section 2.1.2 of this eRFP (Mandatory Document)
- G. Drug Free Workplace Form (Mandatory Document)
- H. E-Verify Form (Mandatory Document)
- I. PSL Location Form (Mandatory Document)
- J. Non-Collusion Affidavit (Mandatory Document)
- K. Consultant's Code of Ethics (Mandatory Document)
- L. Truth In Negotiation Form (Mandatory Document)



## Mandatory Questions

These questions are Pass/Fail. To be considered responsive, responsible and eligible for award, you must answer all questions in this section.

**DO NOT INCLUDE ANY COST INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.**

Question #	Questions per Proposal Factors/Categories	Response by Offeror. Only Yes or No Answers	Upload Attachments ?	Attachment Name
<b>Proposal Factors</b>				
1	List any criminal violations and/or convictions of the Proposer and/or any of its principals: (N/A is not an acceptable answer).		IF YES	
2	Complete and upload PSL Location Form		IF YES	
3	Is firm a minority business?		IF YES	
4	Is the firm incorporated? Yes--No If yes, in what state?		N	
5	List any judgements from lawsuits in the last five (5) years: (N/A is not an acceptable answer).		IF YES	
6	List any lawsuits pending or completed within the past five (5) years involving the corporation, partnership or individuals with more than ten percent (10%) interest: (N/A is not an acceptable answer).		IF YES	
7	Has the Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?		IF YES	
8	Proposers are required to submit all licenses and certifications required to perform this project.		Y	
9	Proposers are required, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they <u>currently</u> maintain.		Y	
10	Complete and upload E-Verify Form		Y	
11	Complete and upload Drug Free Workplace Form		Y	
12	Complete and upload Consultant Code of Ethics		Y	
13	Complete and upload Non-Collusion Affidavit		Y	
14	Complete and upload Truth-In Negotiation Form			
15	Submit W-9		Y	
16	Upload and submit three (3) projects similar in size and scope to this Bid completed by your firm within the past five (5) years along with a brief description of the project, location of project, client name, client phone number, email, and value of contract.		Y	
17	Complete and upload Cone of Silence Form		Y	
18	Complete and upload Mandatory Scored Questions in EXCEL FORMAT ONLY. Upload attachments as required.		Y	

## Mandatory Scored Questions

Offerors must answer all the questions in this spreadsheet in the cell provided.

Failure to answer these questions will result in disqualification of the proposal.

Offerors must indicate whether their proposal meets the individual requirement and provide a supporting narrative in the space provided. The narrative description, along with any required supporting materials, will be evaluated and awarded points in accordance with Section 6 "Proposal Evaluation, Negotiations and Award" of this eRFP.

ONLY upload documents if there is a Yes in the "Upload Attachments with Additional Information?" column, to provide additional information about specific questions.

Documents not requested in this column will not be evaluated.

**DO NOT INCLUDE ANY COST INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.**

Question #	Questions per Proposal Factors/Categories	Response by Offeror	Upload Attachments?	Attachment Name
1	<p>Please provide all documentation needed for <u>Location</u>.</p> <p><u>Proposer's Location</u> - Location shall mean a business which meets the following criteria:            # of Miles from City Hall to Assigned Staff's Office location¶            0-60 Miles            61-80 Miles            81-100 Miles            101-120 Miles            121-140 Miles            140+ Miles</p>		Y	
2	<p><u>Woman/Veteran/Minority Owned Business</u>. Does the Primary firm hold a Minority Business Certification by the Florida Department of Management Services, as described in section 8 of the document? If so, please attach.</p>		Y	
3	<p><u>Proposer's Work Plans</u>. This section should include, but is not limited to, special concerns or accommodations needed for a successful project.</p>		Y	
4	<p><u>Project plan</u>. A project plan is a formal document designed to guide the control and execution of a project. A project plan is the key to a successful project and is the most important document that needs to be created when starting any business project.</p>		Y	
5	<p>What is your proposed <u>Management Plan</u> for this project?  <u>Management Plan</u>. This section shall describe the Firm's detailed plans for accomplishing the objectives of the project. It should include methods for planning, organizing, scheduling, coordinating, and administering the total effort. Explain the overall approach to the project. A submission of sample tables and graphs that are reflective of work typically performed by the consultant should be included in the proposal.</p>		Y	
6	<p>Provide a listing of firm's current contracts.</p>		Y	
7	<p>Please complete and attach Form 330 part I and II for evaluation of qualifications &amp; staff/personnel.</p>		Y	
8	<p><u>Executive summary</u>. This section should include the Firm's overall concept of the working relationship that will be required to successfully complete this project. The proposer shall provide an executive summary narrative containing information that indicates an understanding of the overall need for and purpose of the services presented in the RFP.</p>		Y	
9	<p><u>Value-added services</u>. This term is used for non-core services, or, all services beyond the identified scope. Does the firm recommend any optional value-added services?</p>		Y	

Attachment B - Mandatory Scored Questions

<p><b>Electronic CCNA Request for Proposals (eRFP) for CEI GEO Services for the Port St. Lucie Blvd. North Project</b></p>			
10	<p><u>Proposed Schedule.</u> Making adjustment for issues that may arise during this project, what is your proposed schedule for this project?</p> <p>This section shall include a detailed breakdown and timelines for achieving the scope of work, with a delineation of assigned staff for each task associated with the project. Also include quality assurance efforts for the data collection and analysis tasks, and a project timeline. The consultant must have sufficient equipment and personnel for back-up and/or emergencies to assure prompt scheduling and completion of services within the schedule. *Final project schedule will be negotiated with awarded firm.</p>		Y
11	<p><u>Other Material.</u> Please include any additional material that may assist the City in evaluating the proposals and approach to the project. Pre-printed advertisements, brochures, and promotional material may be attached as additional information, but shall not serve as a substitute for a specific response. Attachment of brochures instead of the written response request will be grounds for disqualification or devaluation. A simple “yes” or “no” answer alone will not be acceptable unless clearly requested; an explanation shall be provided for each question/issue listed in this response outline. However, clarity and brevity of presentation, not length, will be favorably considered.</p>		Y
12	<p><u>Incident Reporting.</u> Please explain the firms processes for addressing incidents and or concerns reported by the public during the length of the contract.</p>		Y
13	<p><u>Innovation.</u> Please outline any tools in the firms "toolbox" that can be considered innovative and that have proven to benefit the successful completion of similar projects recently.</p>		Y
14	<p><u>Plan Conflicts.</u> Please explain the firms procedures for addressing plan conflicts if and when they are identified during construction.</p>		Y

**GENERAL REQUIREMENTS DOCUMENT**  
**FOR CEI & GEO SERVICES FOR**  
**THE PORT ST. LUCIE BLVD NORTH PROJECT**

**MINIMUM QUALIFICATIONS**

- A state of Florida Professional Engineering license is required to submit a proposal for this project.

**Project Description**

The Engineer shall provide Construction Engineering and Inspection (CEI) & Geotechnical (GEO) Services for the Port St. Lucie Boulevard North Project. The project includes all work associated with the reconstruction of Port St. Lucie Blvd from Gatlin Boulevard to Darwin Boulevard including approximately 800' of Darwin Boulevard East of Port St. Lucie Boulevard. Improvements include, but are not limited to, milling/resurfacing, utility relocation, sidewalks, underground drainage, signals, lighting, and landscaping as shown in the plans.

The Engineer shall perform the following scope of construction related services:

1. Provide constructability review of plans and offer comments and Cost Saving Initiative's (CSI's), as available.
2. Review and become familiar with final (IFC) contract documents (construction plans, specifications, bid documents, permits, etc.)
3. Conduct pre-construction meeting. Prepare response to questions if necessary.
4. Review the following Contractor supplied documents for consistency with the bid documents, plans and specifications prior to site mobilization:
  - A) Construction Project Schedule
  - B) Shop Drawings
  - C) Product Specifications
  - D) Dewatering Plan
  - E) Survey Control Documentation
  - F) NPDES Construction Notification
  - G) Maintenance of Traffic Plan
5. Coordination of daily site inspection by Engineer's Inspector, with the following tasks performed:
  - A. Review contractor's planned activities for the day
  - B. Coordinate testing of materials
  - C. Summarize personnel and equipment present
  - D. Observe construction materials staged onsite
  - E. Observe and monitor offsite drainage and property impacts
  - F. Observe and monitor erosion control measures
  - G. Observe and monitor maintenance of traffic
  - H. Perform periodic checks of contractor's compliance with contract specification requirements
  - I. Photo document site as needed
  - J. Document and summarize resolution of any problems, issues, contract interpretations, etc.
  - K. Complete Daily Work Reports
  - L. Document pay item quantities for constructed/installed materials
6. Provide weekly project progress photos of key construction activities.

## Attachment C – General Requirements

7. Coordinate with City staff and/or Public Information Officer (PIO) to provide resident's information and respond to resident complaints.
8. Review and respond to any written Contractor Requests for Information (RFIs)
9. Direct field changes
10. Review and provide recommendations to the City on any change orders necessary to complete intent of project scope.
11. Review and provide recommendations to the City on the Contractor's Monthly Pay Request.
12. Conduct progress meetings and prepare minutes with City and Contractor personnel to discuss construction progress and issues. These meetings will be conducted bi-weekly.
13. Conduct initial and final walk-through inspections of project with pertinent stakeholders and provide City with punch list input. Ensure correction of any deficient items noted on punch list.
14. Review as-built construction plans submitted by the Contractor as well as final geotechnical testing results. The as-built drawings will provide the basis for the certification of construction completion.
15. Assist the City with any public involvement efforts necessary for the project. This includes but is not limited to notification and coordination with residents regarding construction timelines and impacts to their access.
16. Review and provide the City with recommendations and resolution on any claim issue provided to Engineer by the Contractor.
17. Provide and coordinate Geotechnical Services and Testing.

## **DELIVERABLES**

The Consultant shall be required to prepare and submit the following:

1. A Construction Completion Package for the City's records. The package will include the following:
  - A. Daily work reports.
  - B. Field survey/geotechnical verification data provided to Engineer by the Contractor and/or City.
  - C. Final as-built plans provided to Engineer by the Contractor.
  - D. Documentation of progress meetings, and any other pertinent project meetings with dates and notes.
  - E. Documentation of all field decisions which caused any deviation from the plans and/or specifications.
  - F. Documentation of all testing results.
  - G. Documentation of progress payments and final payment to the Contractor.
  - H. RFIs and responses. Change order requests provided by the contractor. Copies of all executed changes to the contract.
  - I. Final inspection punch lists developed, with dates of item resolution.
  - J. All other project records developed.
2. Prepare CD/DVD containing electronic copy of all deliverables in PDF format.
3. Provide the City with signed and sealed test results.

## **PROPOSAL SUBMISSION**

Attachment C – General Requirements

All proposals shall be submitted by completing and returning all required documents. All submittals are required to be electronic and be contained in four (4) files TOTAL. No hard copies will be accepted.

- A. Request Proposal Specifications, # 20210032 from Onvia, or via internet [www.cityofpsl.com](http://www.cityofpsl.com).
- B. Download the MANDATORY QUESTIONS AND MANDATORY SCORED QUESTION and save to your hard drive. Enter information requested on THE TWO (2) FORMS.
- C. Upload the MANDATORY QUESTIONS AND MANDATORY SCORED QUESTIONS FORMS IN EXCEL FORMAT ONLY. Please submit them as two (2) separate excel files. (File #1 and File #2.)
- D. Upload in one file Form 330 as a PDF. (File # 3)
- E. Upload in one file and in the following order: Cone of Silence, Drug Free Workplace Form, E-verify, PSL Location Form, Non-Collusion Affidavit, W-9, current Certificate of Insurance, license, Truth-In-Negotiation Certificate and Affidavit, Consultant Code of Ethics, onto DemandStar by the due date and time. (File # 4)
- F. Enter zero for the cost on DemandStar and select the Submit button at the bottom of the page to send the documents.

\*\*\* Only electronic replies are required. No hard copies will be accepted. \*\*\*

**CITY OF PORT SAINT LUCIE  
Attachment D – Sample Contract  
CONTRACT # 20210032**

**(DO NOT EXECUTE-TERMS MAY CHANGE DUE TO CONTRACTOR'S RESPONSE)**

This Contract is for Professional Consulting Services for Construction Engineering and Inspection (CEI) & Geotechnical (GEO) Services for the Port St. Lucie Blvd. North Project, executed this \_\_\_\_\_ day of \_\_\_\_\_, 202 , by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and Consultant's Name, Address, Telephone No. , hereinafter called "Consultant", party of the second part.

**SECTION I  
RECITALS**

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

**WHEREAS**, Consultant is licensed in the State of Florida; and

**WHEREAS**, the City wishes to contract for Professional Consulting Services for Construction Engineering and Inspection (CEI) & Geotechnical (GEO) Services for the Port St. Lucie Blvd. North Project as well as other tasks (Work) more specifically described in this Contract; and

**WHEREAS**, Consultant is qualified, willing and able to provide the Scope of Services and work on the terms and conditions set forth herein; and

**WHEREAS**, the City desires to enter into this Contract with Provider to perform the Scope of Services and work/services specified and, in an amount, agreed to below.

**NOW THEREFORE**, in consideration of the premises and the mutual covenants herein name, the Parties agree as follows: The Recitals set forth above are hereby incorporated into this Contract and made a part of hereof for reference.

**SECTION II  
NOTICES**

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person, sent by certified mail with return receipt request, email or fax and addressed as follows unless written notice of a change of address is given pursuant to the provisions of this Contract.

Consultant:

City Contract Administrator: Procurement Management Department  
Jason Bezak, Procurement Agent I  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984-5099  
772-344-4068 / FAX 772-871-7337  
E-mail: [JBezak@cityofpsl.com](mailto:JBezak@cityofpsl.com)

City Project Manager: Public Works Department  
Attn: Thomas Salvador, Project Manager  
121 SW Port St. Lucie Boulevard

Port St. Lucie, FL 34984-5099  
Telephone: 772-871-5187  
Email: [TSalvador@cityofpsl.com](mailto:TSalvador@cityofpsl.com)

### SECTION III DESCRIPTION OF SERVICES TO BE PROVIDED

#### Scope of Work

The Engineer shall provide Construction Engineering and Inspection (CEI) & Geotechnical (GEO) Services for the Port St. Lucie Boulevard North Project. The project includes all work associated with the reconstruction of Port St. Lucie Blvd from Gatlin Boulevard to Darwin Boulevard including approximately 800' of Darwin Boulevard East of Port St. Lucie Boulevard. Improvements include, but are not limited to, milling/resurfacing, utility relocation, sidewalks, underground drainage, signals, lighting, and landscaping as shown in the plans.

The Engineer shall perform the following scope of construction related services:

1. Provide constructability review of plans and offer comments and Cost Saving Initiative's (CSI's), as available.
2. Review and become familiar with final (IFC) contract documents (construction plans, specifications, bid documents, permits, etc.)
3. Conduct pre-construction meeting. Prepare response to questions if necessary.
4. Review the following Contractor supplied documents for consistency with the bid documents, plans and specifications prior to site mobilization:
  - A) Construction Project Schedule
  - B) Shop Drawings
  - C) Product Specifications
  - D) Dewatering Plan
  - E) Survey Control Documentation
  - F) NPDES Construction Notification
  - G) Maintenance of Traffic Plan
5. Coordination of daily site inspection by Engineer's Inspector, with the following tasks performed:
  - A. Review contractor's planned activities for the day
  - B. Coordinate testing of materials
  - C. Summarize personnel and equipment present
  - D. Observe construction materials staged onsite
  - E. Observe and monitor offsite drainage and property impacts
  - F. Observe and monitor erosion control measures
  - G. Observe and monitor maintenance of traffic
  - H. Perform periodic checks of contractor's compliance with contract specification requirements
  - I. Photo document site as needed
  - J. Document and summarize resolution of any problems, issues, contract interpretations, etc.
  - K. Complete Daily Work Reports
  - L. Document pay item quantities for constructed/installed materials
6. Provide weekly project progress photos of key construction activities.
7. Coordinate with City staff and/or Public Information Officer (PIO) to provide resident's information and respond to resident complaints.
8. Review and respond to any written Contractor Requests for Information (RFIs)
9. Direct field changes

### SECTION IV TIME OF PERFORMANCE

Contract period shall begin on \_\_\_\_\_, 202\_ and terminate on \_\_\_\_\_, 202\_ for a total of 500 calendar days. The Consultant will be required to commence work under this Contract within ten (10) calendar days after the start date identified



in this Contract. In the event all work required in this contract has not been completed by the specified date, the Consultant agrees to provide work as authorized by the Project Manager until all work specified in this contract has been rendered. Written requests shall be submitted to the Project Manager for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Consultant feels he has no control. Requests for time extensions shall be submitted immediately but in no event more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Consultant, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Consultant's control.

#### SECTION V RENEWAL OPTION

There are no renewal options for this contract.

#### SECTION VI COMPENSATION

The total amount to be paid by the City to the Consultant is on a time and materials basis per the fee schedule for a grand total of \$\_\_\_\_\_. Payments will be disbursed in the following manner:

#### **Engineer VISA Payment Procedures**

1. An account with Bank of America (BOA) will be established for the project. The account dollar limit will be established by the City's estimate of monthly expenses. The account will also have limits as per the Merchant Category Code (MCC). Reasonable total invoice amounts will also be established. The account will be entered with the proper expense codes. The Engineer will be provided this account number to process payments.
2. A purchase order to the Engineer for this project may not be issued.
3. The Engineer will send the Project Manager by the 1<sup>st</sup> of each month a detailed pay request listing employee title, hours of work, hourly rate and related tasks that are completed. Partial release of liens will be provided if subcontractors were used by Engineer.
4. The (PM) will audit to determine that work and materials that are being billed have been completed and installed as per contract specifications. The PM will verify the partial release of liens. The PM will sign documents that state the payment is correct and payment by the City is authorized.
5. The PM will email the approved pay request to the Contract Specialist, City's P-Card Administrator and the Engineer to proceed with placing the charge on the BOA specified account.
6. The Engineer may not place the charge on the account until contacted by the City giving approval. Under no circumstances will the account be used between the 1<sup>st</sup> and 5<sup>th</sup> of the month.
7. Invoices that are not approved by the PM will be returned to the Engineer with a detailed explanation.
8. Procurement Management Department will balance statement and issue all dispute items.
9. Procurement Management Department will produce summary sheet and send all documentation to Finance for payment.

The Consultant shall not be paid additional compensation for any loss or damage, arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the performance of the work, or for any expenses incurred by, or as a consequence of the suspension or discontinuance of the work.

Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and approved by Project Manager.

No payment for projects involving improvements to real property shall be due until Consultant delivers to City a complete release of all claims arising out of the Contract or receipts in full in lieu thereof, and an affidavit asserting personal knowledge that the releases and receipts include labor and materials for which a lien could be filed.

All invoices and correspondence relative to this Contract must contain the VISA Order number, Contract number, detail of items with prices that correspond to the Contract, unique invoice number and partial or final release of liens.

All payments not made within the time specified by this section shall bear interest from thirty (30) calendar days after the due date at the rate of 1 percent per month on the unpaid balance.

All invoices and correspondence relative to this Contract must contain the last 4 digits of the BOA account and Contract number.

In the event the City deems it expedient to perform work which has not been done by the Consultant as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Consultant as required in these Specifications, all expenses thus incurred by the City, at the City's option, will be invoiced to the Consultant and/or deducted from payments due to the Consultant. Deductions thus made will not excuse the Consultant from other penalties and conditions contained in the Contract.

**A Visa Order Form constitutes as the Notice to Proceed.**

**SECTION VII**  
**WORK CHANGES**

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. Any and all changes must be authorized by a written change order signed by the City's Purchasing Agent or his designee as representing the City. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties before starting the work involved in the change.

**SECTION VIII**  
**CONFORMANCE WITH PROPOSAL**

It is understood that the materials and/or work required herein are in accordance with the proposal made by the Consultant pursuant to the Request for Proposal and Specifications on file in the Procurement Management Department of the City. All documents submitted by the Consultant in relation to said proposal, and all documents promulgated by the City for inviting proposals are, by reference, made a part hereof as if set forth herein in full.

**SECTION IX**  
**INDEMNIFICATION/HOLD HARMLESS**

Contractor agrees to indemnify, defend and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorney's fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of Contractor, agents, laborers, subcontractors or other personnel entity acting under Contractor control in connection with the Contractor's performance of services under this Contract and to that extent Contractor shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses including appeals. That the aforesaid hold-harmless Contract by Contractor shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Contractor or any agent

laborers, subcontractors or employee of Contractor regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by Contractor on the work. This indemnification shall survive the termination of this Contract.

## SECTION X SOVEREIGN IMMUNITY

Nothing contained in this Contract shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

## SECTION XI INSURANCE

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, 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, 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.

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 and 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 for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

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

Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary. 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 shall extend to independent Consultants 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 and shall include Contract: # 20210032 Project Name: Construction Engineering and Inspection (CEI) & Geotechnical (GEO) Services for the Port St. Lucie Blvd. North Project shall be listed as additionally insured.**". The Policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. 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 shall be attached to the Certificate of Insurance. All independent Consultants and Sub-Consultants utilized in this project shall furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

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 basis.

Professional Liability: Consultant shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \$2,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000 the City reserves the right, but not the obligation, to review and request a copy of Consultant's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Consultant warrants the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Consultant shall agree to purchase a SERP with a minimum reporting period not less than five (5) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.

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.

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 not obligation, to review and request a copy of the Proposer's most recent annual report or audited financial statement.

It shall be the responsibility of the Consultant to ensure that all independent Consultants and/or Sub-Consultant's comply with the same insurance requirements referenced above.

The Consultant may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and 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, and other documentation may be cause for annulment of the award.

## SECTION XII ACTS OF GOD

The Consultant shall be responsible for all preparation of the site for Acts of God, including but not limited to; earthquake, flood, tropical storm, hurricane or other cataclysmic phenomenon of nature, rain, wind or other natural phenomenon of normal intensity, including extreme rainfall. No reparation shall be made to the Consultant for damages to the Work resulting from these Acts. The City is not responsible for any costs associated with pre or post preparations for any Acts of God.

**Emergencies** – In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Contractor, or his designee, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury or loss. In the event such actions are taken, the Contractor shall promptly give to the City written notice and contact immediately by phone, of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the City a written authorization signed by the City covering the approved changes and deviations will be issued.

## SECTION XIII PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Consultant nor any Sub-Consultant supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

## SECTION XIV COMPLIANCE WITH LAWS

The Consultant shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Consultant will comply with all requirements of 28 C.F.R. § 35.151. Consultants and Sub-Consultant, shall comply with § 119.0701, Fla. Stat. The Consultant and Sub-Consultant, are to allow public access to all documents, papers, letters, or other material made or received by the Consultant in conjunction with this Contract, unless the records are exempt from Art. I, § 24(a), Fla. Const. and § 119.07(1)(a), Fla. Stat. Pursuant to § 119.10(2)(a), Fla. Stat., any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in § 775.082 and § 775.083 Fla. Stat.

## RECORDS

The City of Port St. Lucie is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S.

Contractor agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the City in order to perform the service;

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
2. During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City.
3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
4. The Contractor agrees to make available to the City, during normal business hours all books of account, reports and records relating to this contract.
5. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, FL 34984  
(772) 871 5157  
pr@cityofpsl.com**

**SECTION XV  
INSPECTION AND CORRECTION OF DEFECTS**

**Deductions** - In the event the City deems it expedient to perform work which has not been done by the Consultant(s) as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Consultant(s) as required in these Specifications, all expenses thus incurred by the City, in the City's option, will be invoiced to the Consultant(s) and/or may be deducted from payments due to the Consultant(s). Deductions thus made will not excuse the Consultant(s) from other penalties and conditions contained in the Contract.

## **SECTION XVI** **SCRUTINIZED COMPANIES**

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran petroleum Energy Sector List, or do any business with Cuba or Syria. Both lists are created pursuant to section 215.473, Florida Statutes. [https://www.sbafla.com/fsb/Portals/FSB/Content/Performance/Quarterly/2017\\_12\\_13\\_Web\\_Update\\_PFIA\\_Prohibited\\_List.pdf?ver=2017-12-13-144624-667](https://www.sbafla.com/fsb/Portals/FSB/Content/Performance/Quarterly/2017_12_13_Web_Update_PFIA_Prohibited_List.pdf?ver=2017-12-13-144624-667)

## **SECTION XVII** **ADDITIONAL REQUIREMENTS**

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply.

**City's Public Relations Image** – The Consultant's personnel shall at all times handle complaints and any public contact with due regard to the City's relationship with the public. Any personnel in the employ of the Consultant involved in the execution of work that is deemed to be conducting him/her self in an unacceptable manner shall be removed from the project at the request of the City Manager.

**Patent Fees, Royalties, and Licenses** – If the Consultant requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Consultant and his surety shall indemnify and hold harmless the City from any and all claims for infringement in connection with the work agreed to be performed. The Consultant shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.

**Permits** - The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by Federal, State, County, and Municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform with the requirements of said legislation. The selected Proposer shall be required to complete a **W-9 Taxpayer Identification Form**, provided with the City's contract, and return it with the signed contract and insurance documents.

**Cooperative Purchasing Agreement** - This contract may be expanded to include other governmental agencies provided a cooperative purchasing agreement exists or an inter-local agreement for joint purchasing exists between the City of Port St. Lucie and other public agencies. Consultant(s) may agree to allow other public agencies the same items at the same terms and conditions as this contract, during the period of time that this contract is in effect. Each political entity will be responsible for execution of its own requirements with the Consultant.

**Contractual Relations** - The Consultant(s) are advised that nothing contained in the contract or specifications shall create any contractual relations between the City and Sub-Consultant of the Consultant(s).

## **SECTION XVIII** **ASSIGNMENT**

Consultant shall not delegate, assign or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City.

## SECTION XIX TERMINATION AND DELAYS

**Termination for Breach of Contract** - If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will insure its completion within the time specified in this Contract, the City by written notice to the Contractor, may terminate Contractor's rights to proceed. Upon such termination, the City may take over the work and prosecute the same to completion, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work. The City may also in event of termination obtain undelivered materials, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred for such material. Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary, therefore.

**Excusable Delays** - The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any adverse acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any Subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify the City in writing within two (2) calendar days of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

**Termination by the City** - The City may terminate this Contract with or without cause by giving the Contractor thirty (30) day notice in writing. Upon delivery of said notice the Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third-party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder and no charges, penalties or other costs shall be due Contractor except for work timely completed.

**Termination for Insolvency**. The City also reserves the right to terminate the remaining services to be performed in the event Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.

## SECTION XX LAW, VENUE AND WAIVER OF JURY TRIAL

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract shall be in St. Lucie County, Florida.

The parties to this contract hereby freely, voluntarily and expressly waive their respective rights to trial by jury on any issues so triable after having the opportunity to consult with an attorney.

## SECTION XXI APPROPRIATION APPROVAL



The Consultant acknowledges that the City of Port St Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Consultant agrees that, in the event such appropriation is not forthcoming, this Contract may be terminated by the City and that no charges, penalties or other costs shall be assessed.

## SECTION XXII TRUTH-IN-NEGOTIATIONS

In accordance with the provisions of Section 287.055, Florida Statutes, the Consultant agrees to execute a truth-in-negotiations certificate and agrees that the original Contract price and any additions may be adjusted to exclude any significant sums by which the Contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.

## SECTION XXIII CONFLICT OF INTEREST

The City hereby acknowledges that the Consultant may be performing professional services for private developers within the Treasure Coast area. Should a conflict of interest arise between providing services to the City and/or other clients, the Consultant shall terminate its relationship with the other client to resolve the conflict of interest. The City Manager shall determine whether a conflict of interest exists. At the time of each Project Proposal the Consultant shall disclose all of its Treasure Coast clients and related Scope of Work.

## SECTION XXIV PUBLIC RECORDS / TRADE SECRETS / COPYRIGHT

The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFQ and the Contract to be executed for this RFQ, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFQ purporting to require confidentiality of any portion of the Proposer's response to the RFQ, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFQ constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

*EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFQ AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFQ OR ANY PART THEREOF AS COPYRIGHTED.*

## SECTION XXV PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

**SECTION XXVI**  
**CODE OF ETHICS**

Consultant warrants and represents that its employees will abide by any applicable provisions of the State of Florida Code of Ethics in Chapter 112.311 et seq., Florida Statutes, and Code of Ethics Ordinances in Section 9.14 of the City of Port St. Lucie Code.

**SECTION XXVII**  
**POLICY OF NON-DISCRIMINATION**

Consultant shall not discriminate against any person in its operations, activities or delivery of services under this Contract. Consultant shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

**SECTION XXVIII**  
**SEVERABILITY**

The Parties to this Contract expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Contract is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Contract) and the remainder of this Contract, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Contract to be inequitable under the circumstances.

**SECTION XXIX**  
**ENTIRE AGREEMENT**

The written terms and provisions of this Contract shall supersede any and all prior verbal or written statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

IN WITNESS WHEREOF, the parties have executed this contract, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

CONTRACTOR

By: \_\_\_\_\_ By: \_\_\_\_\_  
Purchasing Agent Authorized Representative

State of: \_\_\_\_\_ County of: \_\_\_\_\_

Before me personally appeared: \_\_\_\_\_  
(Please print)

Please check one:

Personally known \_\_\_\_\_ Produced Identification: \_\_\_\_\_  
(Type of identification)

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that \_\_\_\_\_ executed said instrument for the purposes therein expressed.  
(s/he)

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Notary Signature

Notary Public State of \_\_\_\_\_ at Large.

My Commission Expires \_\_\_\_\_.

(seal)

**TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT**

STATE OF FLORIDA §  
COUNTY OF §

Before me, the undersigned authority, personally appeared affiant \_\_\_\_\_, who being first duly sworn, deposes and says:

- 1. That the undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a) of the Florida Statutes for the undersigned firm to receive an agreement for professional services with the City of Port St. Lucie, St. Lucie County, Florida.
- 2. That the undersigned firm is a corporation which engages in furnishing Construction Engineering and Inspection (CEI) & Geotechnical (GEO) Services and is entering into an agreement with the City of Port St. Lucie, St. Lucie County, Florida to provide these services for a project known as # Contract # 20210032, Construction Engineering and Inspection (CEI) & Geotechnical (GEO) Services for the Port St. Lucie Blvd. North Project.
- 3. That the undersigned firm has furnished the City of Port St. Lucie, St. Lucie County, Florida a detailed analysis of the cost of the professional services required for the project.
- 4. That the wage rate information and other factual unit cost, which the undersigned firm furnished, were accurate, complete and current at the time the undersigned firm and the City of Port St. Lucie entered into the agreement for professional services on the project.
- 5. That the agreement which the undersigned firm and the City of Port St. Lucie entered into on this job contained a provision that the original agreement price and any additions thereto shall be adjusted to include any significant sums by which the City of Port St. Lucie determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit cost and that all such agreement adjustments shall be made within one (1) year following the end of the agreement.

FURTHER AFFIANT SAYETH NAUGHT

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
President

The foregoing instrument was acknowledged before me by \_\_\_\_\_ who is personally known to me.

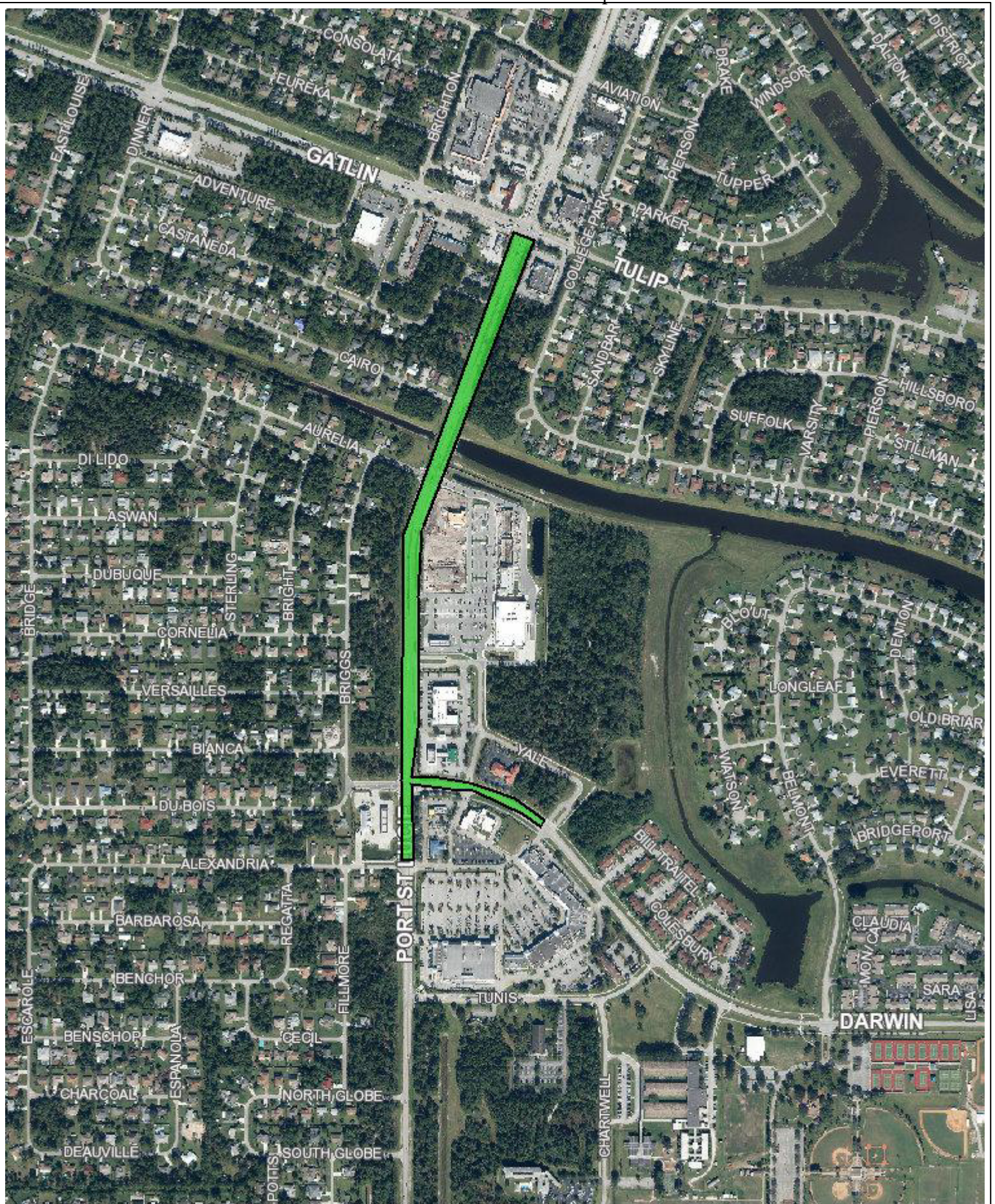
WITNESS my hand and official seal in the State of County last aforesaid this \_\_the day of \_\_\_\_\_, 202\_\_.

(SEAL)

\_\_\_\_\_  
Signature

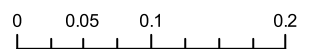
\_\_\_\_\_  
Notary Name (typed or printed)

\_\_\_\_\_  
Title or Rank



**PSL Blvd North Reconstruction**  
eRFP # 20210032

Scale:



mi



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**NOTICE TO ALL PROPOSERS:**

To ensure fair consideration is given for all Proposers, it must be clearly understood that upon release of the proposal and during the proposal process, firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact with City employees, department heads or elected officials, up to and including the Mayor and City Council. The **"Cone of Silence"** is in effect for this solicitation from the date the solicitation is advertised on DemandStar, until the time an award decision has been approved by City Council and fully executed by all parties. Information about the Cone of Silence can be found under the [City of Port St. Lucie Ordinance 20-15, Section 35.13](#). Contact with anyone other than the Issuing Officer may result in the vendor being disqualified. All contact must be coordinated through Mr. Jason Bezak, Issuing Officer, for the procurement of these services.

All questions regarding this Solicitation are to be submitted in writing to Jason Bezak, Procurement Agent I with the Procurement Management Department via e-mail [JBezak@cityofpsl.com](mailto:JBezak@cityofpsl.com), or by phone 772-344-4068. Please reference the Solicitation number on all correspondence to the City.

All questions, comments and requests for clarification must reference the Solicitation number on all correspondence to the City. Any oral communications shall be considered unofficial and non-binding.

Only written responses to written communication shall be considered official and binding upon the City. The City reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

\*NOTE: All addendums and/or any other correspondence before bid close date (general information, question and responses) to this solicitation will be made available exclusively through the [DemandStar's Website](#) for retrieval. All notice of intent to award documentation will be published on the [City Clerk's Website](#). Proposers are solely responsible for frequently checking these websites for updates to this solicitation.

**I understand and shall fully comply with all requirements of City of Port. St. Lucie Ordinance 20-15, Section 35.13.**

Typed Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Company and Job Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment G - Drug Free Workplace Form

**DRUG-FREE WORKPLACE FORM**

**eRFP # 20210032**

**CEI & GEO Services for the Port St. Lucie Blvd. North Project**

The undersigned Contractor in accordance with Florida Statute 287.087 hereby certifies that

\_\_\_\_\_ does:  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are 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 Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date:



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**E-Verify Form**  
Attachment H - E-Verify Form

**Supplier/Consultant acknowledges and agrees to the following:**

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

**E-Verify Company Identification Number** \_\_\_\_\_

**Date of Authorization** \_\_\_\_\_

**Name of Contractor** \_\_\_\_\_

**Name of Project** \_\_\_\_\_

**Solicitation Number (If Applicable)** \_\_\_\_\_

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC \_\_\_\_\_

My Commission Expires: \_\_\_\_\_





**SUPPLIER LOCATION CERTIFICATION**  
Attachment I - PSL Location Form

The undersigned, as a duly authorized representative of the Supplier listed herein, certifies to the best of their knowledge and belief, that the Supplier's location is correctly reflected based upon the below information. For purposes of this section, "Location" shall mean a business which:

- a) How far is the Supplier's fixed office or distribution point located from [City Hall](#); and
- b) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

Complete the following and upload this document and the Google Maps print out to the required sourcing platform:

Business Name:	
Current Local Address:	Phone:
Length of time at this address:	Fax:
Please provide your prior business address if the above address has been for less than one (1) year, prior to the issuance of this solicitation.	
Length of time at this address:	
Home Office Address:	Phone:
Length of time at this address:	Fax:

(Signed) \_\_\_\_\_

(Title) \_\_\_\_\_

STATE OF FLORIDA        }  
COUNTY OF ST. LUCIE} SS:

The foregoing instrument was acknowledged before me this *(Date)* \_\_\_\_\_

by: \_\_\_\_\_ who is personally known to me or who has produced

\_\_\_\_\_ as identification and who did (did not) take an oath.

\_\_\_\_\_  
Notary (print & sign name)

Commission No. \_\_\_\_\_



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**NON-COLLUSION AFFIDAVIT**

**Solicitation # 20210032**

**CEI & GEO Services for the Port St. Lucie Blvd. North Project**

State of \_\_\_\_\_

County of \_\_\_\_\_ }

\_\_\_\_\_, being first duly sworn, disposes and says that:

(Name/s)

1. They are \_\_\_\_\_ of \_\_\_\_\_ the Proposer that

(Title)

(Name of Company)

has submitted the attached PROPOSAL;

2. He is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such PROPOSAL;

3. Such Proposal is genuine and is not a collusive or sham Proposal;

4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Port St. Lucie or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached 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, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_

(Title) \_\_\_\_\_



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STATE OF FLORIDA }  
COUNTY OF ST. LUCIE} SS:

The foregoing instrument was acknowledged before me this *(Date)* \_\_\_\_\_

by: \_\_\_\_\_ who is personally known to me or who has produced  
\_\_\_\_\_ as identification and who did (did not) take an oath.

Commission No. \_\_\_\_\_

Notary Print: \_\_\_\_\_

Notary Signature: \_\_\_\_\_



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**eRFP #20210032**

## **ATTACHMENT K - CONSULTANT'S CODE OF ETHICS**

The City of Port St Lucie ("City), through its Procurement Management Department ("Procurement Management Department") is committed to a procurement process that fosters fair and open competition, is conducted under the highest ethical standards and enjoys the complete confidence of the public. To achieve these purposes, Procurement Management Department requires each vendor who seeks to do business with the City to subscribe to this Contractor's Code of Ethics.

- ◆ A Contractor's bid or proposal will be competitive, consistent and appropriate to the bid documents.
- ◆ A Contractor will not discuss or consult with other Vendors intending to bid on the same contract or similar City contract for the purpose of limiting competition. A Vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
- ◆ Contractor will not disclose the terms of its bids or proposal, directly or indirectly, to any other competing Vendor prior to the bid or proposal closing date.
- ◆ Contractor will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- ◆ Contractor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the contract.
- ◆ Contractor will not offer or give any gift, item or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.
- ◆ Contractor will not cause, influence or attempt to cause or influence, any City employee or City Official, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that Vendor or for any other person.
- ◆ Contractor will disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a Vendor contracted by the City.
- ◆ Contractor must comply with all applicable laws, codes or regulations of the countries, states and

localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices. In addition, Contractor must require their suppliers (including temporary labor agencies) to do the same. Contractor must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to the following:

- Obtaining and maintaining all required environmental permits. Further, Contractor will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.
- Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.
- Providing workers with an environment free of discrimination, harassment and abuse, which includes establishing a written antidiscrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

Name of Organization/Proposer \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Date \_\_\_\_\_

DISCLAIMER: This Code of Ethics is intended as a reference and procedural guide to contractors. The information it contains should not be interpreted to supersede any law or regulation, nor does it supersede the applicable contractor contract. In the case of any discrepancies between it and the law, regulation(s) and/or contractor contract, the law, regulatory provision(s) and/or vendor contract shall prevail.



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**TRUTH-IN-NEGOTIATION CERTIFICATE**

**Solicitation#** \_\_\_\_\_

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the City of Port St. Lucie, Florida requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the City, whichever is later.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
President or Designee (Printed)

\_\_\_\_\_  
President or Designee (Signed)

The foregoing instrument was acknowledged before me by \_\_\_\_\_ who is personally known to me. WITNESS my hand and official seal in the \_\_\_\_\_, \_\_\_\_\_ last aforesaid this \_\_\_ day of \_\_\_\_\_, 20\_\_.

(SEAL)

Signature

\_\_\_\_\_  
Notary Name (typed or printed)

\_\_\_\_\_  
Notary Name (signed)

**Addendum # 1**  
**eRFP # 20210032**  
**CEI & GEO Services for the Port St. Lucie Blvd. North Project**  
**January 11, 2021**

Please make the following changes/modifications to the subject solicitation:

The Pre-Proposal Conference will still take place on January 19, 2021 however the time has been changed to 12:30pm.

Due to COVID-19 the City is providing an off-site component to the Pre-Proposal Conference via telephone.

Firms may call in to hear and/or ask questions during the conference in substitute on being there in-person.

Here is the phone number and Meeting ID to call in:

**Call in using your phone:**

**United States Toll-Free (1): +1 855-552-4463**

**Meeting ID: 3058 76 9406**

**One-click Mobile Dial-in (United States Toll-Free (1)): +1 855-552-4463,,,3058769406#**

**Dial-in attendees must enter \*7 to mute or unmute themselves.**

**NOTE: The Proposal Opening date has not been changed.**

**Addendum # 2**  
**eRFP # 20210032**  
**CEI & GEO Services for the Port St. Lucie Blvd. North Project**  
**January 21, 2021**

Please make the following changes/modifications to the subject solicitation:

Question #1: What is the proposed contract timeframe and construction budget?, 1.2. eRFP Scope of Requested Commodities & Attachment B, Question 10

**ANSWER: CEI & GEO Services contract timeframe is 500 calendar days; Construction timeframe is 365 calendar days. Construction budget is 8 Million dollars.**

Question #2: What are the specific Geotechnical Services are required?, 1.2. eRFP Scope of Requested Commodities

**ANSWER: Any and all services required by the CEI to certify that the project is constructed per the plans and specifications.**

Question #3: Do subconsultants need to complete the same required forms as the prime consultant?, 2.1.9. Use of Subcontractor

**ANSWER: Subconsultants are not required to fill out the required forms.**

Question #4: Are we required to complete the entire SF 330 package, inclusive of the below?, Attachment B, Question 7

- Part I
  - i. Sections A-C
  - ii. Section D – Org chart
  - iii. Section E – Resumes
  - iv. Section F – Project Examples (are we to provide 10 project examples?)
  - v. Section G – Key Personnel Participation and Example Projects
  - vi. Section H – Additional Information
- Part II

**ANSWER: Yes, the entire SF 330 package is required. Not 10 projects, three (3).**

Question #5: Attachment A, Question 16 states to submit three projects, are these in addition to the 10 projects required in the SF330 Part F?, Attachment A, Question 16 & Attachment C, Proposal Submission Item D, Page 3

**ANSWER: 10 projects are not required, the City wants to see three (3) projects similar in scope, complexity and size total.**

Question #6: Are there page limit requirements for any of the documents or attachments?, Attachment C, Proposal Submission

**ANSWER: No, there are no page limit requirements for any documents or attachments.**

Question #7: Could you please explain the difference between the Project Plan and Management Plan?, Attachment B, Questions 4 & 5.

**ANSWER: The project plan is the guiding document for the project. The management plan is your methodology and your firm's approach to the project.**

Question #8: Are we correct to assume if the "Upload Attachment" column contains a "Y" we are allowed to attach a separate and/or individual document? We ask this because Attachment C, Proposal Submission states only four files are to be uploaded. Can you please clarify how attachments should be included?, Attachment B & Attachment C, Proposal Submission

**ANSWER: The Y means "yes", the City wants your firm to include an attachment for that answer. Please upload your File #2 attachments/responses in File #4. This is done via combining multiple PDF's into one PDF labeled File #4.**



CEI & GEO Services for the Port St. Lucie Blvd. North Project

Question #9: Should we provide a manpower schedule or CMP schedule?, Attachment B, Question 10

**ANSWER: Please provide the City with a manpower schedule.**

Question #10: Should we include a list of local contracts only or contracts included company-wide within our various offices?, Attachment B, Question 6

**ANSWER: The Mandatory Scored Questions document has been revised to reflect the change. Question 6 now reads as follows, "Please provide a list of current contracts your proposed team currently holds." Please use Addendum #3 as your firm's Mandatory Scored Question document moving forward.**

**NOTE: The Proposal Opening date has not been changed.**

### Mandatory Scored Questions

Offerors must answer all the questions in this spreadsheet in the cell provided.

Failure to answer these questions will result in disqualification of the proposal.

Offerors must indicate whether their proposal meets the individual requirement and provide a supporting narrative in the space provided. The narrative description, along with any required supporting materials, will be evaluated and awarded points in accordance with Section 6 "Proposal Evaluation, Negotiations and Award" of this eRFP.

ONLY upload documents if there is a Yes in the "Upload Attachments with Additional Information?" column, to provide additional information about specific questions.

Documents not requested in this column will not be evaluated.

**DO NOT INCLUDE ANY COST INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.**

Question #	Questions per Proposal Factors/Categories	Response by Offeror	Upload Attachments?	Attachment Name
1	<p><u>Please provide all documentation needed for Location.</u></p> <p><u>Proposer's Location</u> - Location shall mean a business which meets the following criteria:            # of Miles from City Hall to Assigned Staff's Office location¶            0-60 Miles            61-80 Miles            81-100 Miles            101-120 Miles            121-140 Miles            140+ Miles</p>		Y	
2	<p><u>Woman/Veteran/Minority Owned Business.</u> Does the Primary firm hold a Minority Business Certification by the Florida Department of Management Services, as described in section 8 of the document? If so, please attach.</p>		Y	
3	<p><u>Proposer's Work Plans.</u> This section should include, but is not limited to, special concerns or accommodations needed for a successful project.</p>		Y	
4	<p><u>Project plan.</u> A project plan is a formal document designed to guide the control and execution of a project. A project plan is the key to a successful project and is the most important document that needs to be created when starting any business project.</p>		Y	
5	<p><u>What is your proposed Management Plan for this project?</u></p> <p><u>Management Plan.</u> This section shall describe the Firm's detailed plans for accomplishing the objectives of the project. It should include methods for planning, organizing, scheduling, coordinating, and administering the total effort. Explain the overall approach to the project. A submission of sample tables and graphs that are reflective of work typically performed by the consultant should be included in the proposal.</p>		Y	
6	<p><b>REVISED: Please provide a list of current contracts your proposed team currently holds.</b></p>		Y	
7	<p>Please complete and attach Form 330 part I and II for evaluation of qualifications &amp; staff/personnel.</p>		Y	
8	<p><u>Executive summary.</u> This section should include the Firm's overall concept of the working relationship that will be required to successfully complete this project. The proposer shall provide an executive summary narrative containing information that indicates an understanding of the overall need for and purpose of the services presented in the RFP.</p>		Y	
9	<p><u>Value-added services.</u> This term is used for non-core services, or, all services beyond the identified scope. Does the firm recommend any optional value-added services?</p>		Y	

10	<p><u>Proposed Schedule.</u> Making adjustment for issues that may arise during this project, what is your proposed schedule for this project?</p> <p>This section shall include a detailed breakdown and timelines for achieving the scope of work, with a delineation of assigned staff for each task associated with the project. Also include quality assurance efforts for the data collection and analysis tasks, and a project timeline. The consultant must have sufficient equipment and personnel for back-up and/or emergencies to assure prompt scheduling and completion of services within the schedule. *Final project schedule will be negotiated with awarded firm.</p>		Y	
11	<p><u>Other Material.</u> Please include any additional material that may assist the City in evaluating the proposals and approach to the project. Pre-printed advertisements, brochures, and promotional material may be attached as additional information, but shall not serve as a substitute for a specific response. Attachment of brochures instead of the written response request will be grounds for disqualification or devaluation. A simple "yes" or "no" answer alone will not be acceptable unless clearly requested; an explanation shall be provided for each question/issue listed in this response outline. However, clarity and brevity of presentation, not length, will be favorably considered.</p>		Y	
12	<p><u>Incident Reporting.</u> Please explain the firms processes for addressing incidents and or concerns reported by the public during the length of the contract.</p>		Y	
13	<p><u>Innovation.</u> Please outline any tools in the firms "toolbox" that can be considered innovative and that have proven to benefit the successful completion of similar projects recently.</p>		Y	
14	<p><u>Plan Conflicts.</u> Please explain the firms procedures for addressing plan conflicts if and when they are identified during construction.</p>		Y	

**Addendum # 4**  
**eRFP # 20210032**  
**CEI & GEO Services for the Port St. Lucie Blvd. North Project**  
**February 19, 2021**

Please make the following changes/modifications to the subject solicitation:

Question #1: Will the presentations on February 25th be held in-person or virtually? If they are in-person, are there any restrictions due to Covid?

**ANSWER: Presentations shall be held in-person. The room, presentations shall be held in, can accommodate 16+ people with social distancing. Firms shall only bring 3 people with them to present. Three plus the 5 committee members and myself present (total of 9), that leaves enough room for each person to social distance themselves in order to stay safe.**

**Notice # 1**  
**eRFP # 20210032**  
**CEI & GEO Services for the Port St. Lucie Blvd. North Project**  
**February 12, 2021**

Please make the following changes/modifications to the subject solicitation:

**Evaluation #1 Meeting for eRFP # 20210032**

**CEI & GEO Services for the Port St. Lucie Blvd. North Project**

**Start Date & Time: February 18, 2021 @ 1:30pm**

**Location: CEOC Room - Community Center - 2195 SE Airoso Blvd, Port St. Lucie, FL 34984**

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**Evaluation # 2 Meeting for eRFP # 20210032**

**CEI & GEO Services for the Port St. Lucie Blvd. North Project**

**Start Date & Time: February 25, 2021 @ 1:30pm**

**Location: CEOC Room - Community Center - 2195 SE Airoso Blvd, Port St. Lucie, FL 34984**