



"A City for All Ages"

City of Port St. Lucie

Electronic Request for Proposals ("E-RFP")

Event Name: Professional Design Services for a New Emergency Generator at Building B

E-RFP (Event) Number: 20230108

1. Introduction

1.1. Purpose of Procurement

Pursuant to the [Port St. Lucie City Ordinance 35.05](#), the City of Port St. Lucie, a Florida municipal corporation ("City") is requesting Proposals from interested firms to provide Professional Design Services for an Emergency Generator at Building B located at 121 SW Port St. Lucie Blvd., Port St. Lucie, Florida 34984. The Project is partially funded through the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP) which requires the Consultant to follow all applicable federal, state and local rules and regulations including 2 C.F.R. Part 200.318 through 200.326.

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. Restrictions on Communicating with Staff/ Cone of Silence

From the issue date of this E-RFP until a City generated Purchase Order is submitted to the contracted contractor (or the E-RFP 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 E-RFP or as provided by existing work agreement(s). This is commonly known as a cone of silence during the procurement process as identified in the [City Code of Ordinances, Section 35.13](#). Prohibited communication includes all contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. The City reserves the right to reject the response of any contractor violating this provision. Further information on this topic can be found in the Cone of Silence document and the E-RFP Communication Document.

1.3. E-RFP Scope of Work

The purpose of the Scope of Work is to provide protection to backup power to the City Hall Municipal Complex – Building B. The Consultant shall provide Professional Design Services to provide 100% construction plans for a permanent diesel generator with a capacity of 1,250 kW, or the adequate size determined by the Consultant that will appropriately support the critical facility. The building houses several city departments and serves as the primary Emergency Operations Center for the city. The scope of work also includes an automatic transfer switch (ATS), concrete pad, and the enclosure. The Consultant shall provide the following:

- Design and develop 100% construction plans for bidding.
- Complete the Consultant's portion of the permit documents and review with City staff.
- Respond to RFI's during the permitting process.
- Prepare and attend meetings as necessary.

- Respond to the Building Departments plan review comments and submit revised plans, if necessary, until Building Department approval of permit.
- Review and approve shop drawings and other submittals from awarded contractor.
- Perform site visits as needed to check on construction progress, answer RFI's and questions related to the construction documents, assist in resolving any onsite construction issues, communicate with the city and others as needed.
- Prepare as-built drawings.
- Perform final inspection.
- Coordinate system start up, verify system performance and oversee any trouble shooting, is needed.
- Approve contractor final payment.
- Provide any other services as needed to provide a complete project in accordance with the FEMA HMGP documents.

1.4. Overview of the E-RFP Process

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

1.5. Schedule of Events

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

Description	Date	Time
Release of E-RFP	As Published on DemandStar	N/A
Pre-Proposal Conference Location: City Hall Complex, Building A – Room 390 121 SW Port St. Lucie Blvd. Port St. Lucie, FL 34984 Attendance is: Strongly Recommended Please RSVP	September 26, 2023	1:30 PM
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.5.	October 2, 2023	5:00 PM
Collective responses to Written Questions by City Issued Addendum	October 6, 2023	5:00 PM
Proposals Due/Close Date and Time	October 17, 2023	3:00 PM
Initial Evaluation Committee Meeting #1 to Review Scored Proposals	TBD	TBD
Initial Evaluation Committee Meeting #2 Final Evaluation	TBD	TBD

1.6. Official Issuing Officer (Procuring Agent)

Name: Robyn Holder, CPPB

Sr. Procurement Contracting Officer

Email: mfentress@cityofpsl.com

1.7. Definition of Terms

Please review the following terms:

CCNA – (“Consultants’ Competitive Negotiation Act.”) Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services. Florida Statute 287.055

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

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

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

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

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

Proposer – an individual or organization who submits a proposal in response to a request for proposal (RFP).

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 this E-RFP Document may be identified separately in one or more attachments to the E-RFP. Please download, save and carefully review all documents in accordance with the instructions provided in Section 2 “Instructions to Proposers” of this E-RFP.

1.8. Contract Term

The initial term of the contract(s) is for one (1) year with no option to renew. The contract(s) may be amended in writing from time to time by mutual consent of the parties. Unless this E-RFP states otherwise, the resulting award of the contract(s) does not guarantee volume or a commitment of funds.

2. Instructions to Bidders/Proposers

This section contains general business requirements. By submitting a response, the 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 E-RFP, 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 General Information and Instructions

2.1.1. 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.

2.1.2. Submitting Questions

All questions concerning this E-RFP must be submitted in writing via email to the Issuing Officer identified in Section 1.5 "Issuing Officer" of this E-RFP. 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 E-RFP must be submitted in the following format:

Company Name

Question #1 Question, *Citation of relevant section of the E-RFP*

Question #2 Question, *Citation of relevant section of the E-RFP*

2.1.3. Attending Pre-Proposal Conference

The Pre-Proposal 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 E-RFP. 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.

2.1.4. 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.

2.1.5. Failing to Comply with Submission Instructions

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

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

The City reserves the right to reject any or all responses, to waive any irregularity or informality in a 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. The City reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement of requested commodities and/or services. It is also within the right of the City to reject responses **that do not contain all elements and information requested in this E-RFP**. A 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 E-RFP requirements, which determination will be made by the City on a case-by-case basis.

NOTE: The City may not accept proposals from firms that have had adversarial relationships with the City or firms that have represented entities that have had adversarial relationships with the City.

This includes the firm, employees and financial or legal interests. The City will not enter into a contract or conduct business with any firm or any personnel that is listed on the Federal, State, or other local government agencies' Excluded Parties List, Suspended List or Debarment List. Please see [Florida Statute 287.133](#) for further information regarding business transactions with companies that have been convicted of public entity crimes.

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

The City reserves the right to amend this E-RFP. All revisions must be made in writing prior to the E-RFP closing date and time. If a responding entity discovers any ambiguity, conflict, discrepancy, omission or other error in the 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 E-RFP (including any revisions/additions made in writing prior to the close of the E-RFP whether or not such revision occurred prior to the time the contractor submitted its response) unless expressly stated otherwise in the contractor's response. **THEREFORE, EACH CONTRACTOR IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED E-RFP AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE CONTRACTOR'S RESPONSE PRIOR TO THE CLOSE OF THE E-RFP.** All Notice(s) of Intent to Award (NOIAs) will be posted as referenced in Section 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 E-RFP at any time**

2.1.8. Assigning of the Contract & Use of Subcontractors

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

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

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

No subcontract which Consultant enters into with respect to performance of obligations or work assigned under the Contract shall in any way relieve Consultant of any responsibility, obligation or liability under this Contract and for the acts and omissions of all Subconsultants, agents, and employees. All restrictions, obligations and responsibilities of the Consultant under the Contract shall also apply to the Subconsultants. Any contract with a Subconsultant must also preserve the

rights of the City. The City shall have the right to request the removal of a Subconsultant from the Contract with or without cause.

2.1.9. Proposal of 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.

2.1.10. Protest Process

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

2.1.11. Costs for Preparing Responses

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

2.1.12. Public Access to Procurement Records

Solicitation opportunities will be publicly advertised as required by city ordinances and state and federal laws. Any material that is submitted in response to this 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 consultant is marked as "confidential", "proprietary", etc., the City will make a determination regarding what information may or may not be withheld from disclosure pursuant to Florida law. Consultants should review [Chapter 119 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 E-RFP. The Schedule of Events in Section 1.4 identifies the dates and time for these key action items. This portion of the E-RFP provides high-level instructions regarding the process for reviewing the E-RFP, preparing a response to the E-RFP and submitting a response to the E-RFP. Consultants are required to access, print and utilize the training materials identified in Section 2.2.1 of this E-RFP to ensure the consultant successfully submit a response to this E-RFP.

2.2.1. E-RFP Released

The release of the E-RFP is only communicated through the posting of this E-RFP as an event in [DemandStar](#). This E-RFP is being conducted through DemandStar an online, electronic tool, which allows a consultant to register, logon, select answers and type text in response to questions, and upload any necessary documents. Each consultant interested in competing to win a contract award must complete and submit a response to this E-RFP using [DemandStar](#). Therefore, each consultant 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. E-RFP Review

The E-RFP consists of the following: this document, entitled "PSL E-RFP Document", and any and all information included in the E-RFP, as posted to DemandStar, including any and all documents provided by the City as attachments to the E-RFP or links contained within the E-RFP or its attached documents.

Please carefully review all information contained in the Event, including all documents available as attachments or available through links. Any difficulty accessing the Event or opening provided links or documents should be reported immediately to the Issuing Officer (See Section 1.5).

2.2.3. Reviewing, Revising or Withdrawing a Submitted Response

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

1. **PROPOSAL SUBMISSION.** Upload in one file, the proposal response (Bid Reply) formatted as instructed in Section 2.2.4 of this document. All proposals shall be submitted by completing and returning all required documents. All submittals are required to be electronic and be contained in one (1) file TOTAL. **No hard copies will be accepted.**
 - A. Upload the proposal including all required information, completed forms, and supporting documentation in the appropriate tabs onto DemandStar by the due date and time. Please permit adequate time to submit the response. Please note submission is not instantaneous and may be affected by several events, such as the contractor temporarily losing a connection to the Internet.
 - B. Enter zero for the cost on DemandStar (if requested) and select the Submit button at the bottom of the page to send the documents.**
2. **REVIEW AND REVISE.** In the event the consultant desires to revise a previously submitted response, the consultant may revise the response. If the revisions cannot be completed in a single work session, the consultant should save its progress." Once revisions are complete, the consultant **must resubmit** its corrected response. Please permit adequate time to revise and then resubmit the response. Please note submission is not instantaneous and may be affected by several events, such as the consultant temporarily losing a connection to the Internet.
3. **WITHDRAW.** A consultant may withdraw the proposal by removing all documents from DemandStar prior to the deadline. In the event a consultant desires to withdraw its response after the closing date and time, the consultant must submit a request in writing to the Issuing Officer.

2.2.4. Proposal Format / Evaluation Criteria

Instructions to Respondents

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

Proposals must include the following information in this order:

Title Page

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

Table of Contents

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

Tab 1 – Firms Qualifications

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

Tab 2 – Personnel & Experience and Knowledge

- A. Provide a resume for each key individual needed to carry out the proposal and describe their proposed role/responsibilities.
- B. Identify whether these key individuals gained experience within the company or outside the company and with whom, years worked.
- C. Identify all subcontractors who will be used to carry out the work set forth in the Proposal.
- D. Describe the qualifications for employees of any such subcontractors.
- E. Include an organizational chart and/or workflow chart to identify each key role.

Tab 3 – Methodology/Approach

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

Tab 4 – Certified Minority Business Enterprise

Provide official certification documentation provided by the state. This applies to the Prime Consultant firm only. Subconsultants do not qualify to earn the points for this criterion.

Tab 5 – Additional Required Proposal Submittal Forms

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

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

- Truth in Negotiation Form

3. General Insurance

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

3.1. Standard Insurance Requirements

The Consultant shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by the 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, and as may be amended from time to time, 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/or obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

1. Workers' Compensation Insurance & Employer's Liability: The Consultant shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes, and as may be amended from time to time. 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 the Consultant qualify it employee for benefits under Federal Workers' Compensation Statute (for example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.
2. Commercial General Liability Insurance: The Consultant shall agree to maintain Commercial General Liability insurance, issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

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

3. Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance (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 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 Insurance, and Professional Liability Insurance, 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 shall be listed as additional insured, and include Contract #20230108 – Professional Design Services for a New Emergency Generator at Building B.**" 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. Formal written notice shall be sent to the City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Consultant shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City.

4. Business Automobile Liability Insurance: The Consultant shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Consultant does not own any automobiles, the Business Auto Liability requirement shall be amended allowing Consultant to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage shall apply on a primary and non-contributory basis.
5. Professional Liability Insurance: Consultant shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, the City reserves the right, but is not obligated, 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, 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 four (4) years.
6. Waiver of Subrogation: By entering into this Contract, the Consultant agrees 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.
7. 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 reserves the right, but is not obligated, to review and request a copy of the bidder'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-consultants comply with the same insurance requirements referenced herein. It shall be the responsibility of the consultant to obtain Certificates of Insurance from all independent consultants and subconsultants listing the City as an Additional Insured without the language "when required by written contract". If the Consultant, independent consultant and/or subconsultant maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the consultant/independent consultant/subconsultant.

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 is not obligated, to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements,

herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A:VII or better.

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

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

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

4. Proposal Evaluation, Negotiations and Award

All timely proposals will be evaluated in accordance with the following steps. Based on the results of the initial evaluation the City may or may not elect to negotiate technical factors as further described in the E-RFP. Once the evaluation process has been completed (and any 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 E-RFP as described further in Section 6.7 "Public Award Announcement" of this E-RFP.

4.1. Administrative/Preliminary Review

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

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

4.2 Evaluating Proposal Factors

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

4.2.1. Review of Proposals

The Evaluation Team will review each proposal in detail to determine its compliance with E-RFP requirements. If a proposal fails to meet the minimum qualifications and mandatory requirements, the City will determine if the deviation is material. A material deviation will be cause for rejection of the proposal. An immaterial deviation will be processed as if no deviation had occurred. All proposals which meet the requirements of the minimum qualifications and mandatory requirements are considered "Responsive Proposals" at this point in time and will be scored in accordance with the point allocation in Section 4.3 "Scoring Criteria" of this E-RFP.

The contractor will receive a total technical score at the conclusion of the evaluation of the E-RFP Evaluation Factors.

4.3 Scoring Criteria

The proposal will be scored in the following manner:

Category	Points
Firm's Qualifications	Maximum 275 points
Personnel & Experience and Knowledge	Maximum 325 points
Methodology/Approach	Maximum 350 points
Certified Minority Business Enterprise	Maximum 50 points
Total	Maximum 1000 points

4.4 Negotiations of Proposals and/or Cost Factors

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

4.4.1. 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(s) to a compensation, which is fair, competitive and reasonable. Should negotiations with the highest scored firm fail, the City shall terminate negotiations with the highest scored firm and shall begin with the next highest ranked firm. This process will continue by negotiating with the next highest ranked firm until an agreement is reached, there are not qualified firms remaining, or the E-RFP has been cancelled.

4.4.2. 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.

4.4.3. Competitive Range

If the City elects to negotiate pursuant to Section 4.4, the City may either (1) elect to negotiate with all responsive and responsible 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.

4.4.4. Negotiation Round Completion

As part of each round of 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.

4.5. Selection and Award

The responsive and responsible consultant receiving the highest Scored proposal and with whom the City is able to reach an agreement as to contract terms will be selected for award.

4.6. 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. Unless prohibited by federal, state, county, or local laws and/or ordinances, all Contractor requested presentations shall be performed in an in-person meeting. An oral presentation or product demonstration is not a negotiation and Contractors are not permitted to revise their responses as part of the presentation and/or demonstration. Cost proposals and related cost information must not be discussed during the oral presentation of the contractor's technical solution. Nothing in this section shall prohibit the Negotiation Team from discussing both proposal factors and cost information during the negotiation process defined by Section 6.6 "Negotiations of Proposals and/or Cost Factors". 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, E-RFP 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 E-RFP. Unless otherwise indicated, samples should be delivered to the Procurement Management Department.

4.7. Public Award Announcement

The preliminary results of the evaluation will be announced through the public posting of either a Notice to Proceed Negotiation with Consultant(s) or a 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 THE POSTING OF THE NOTICE TO PROCEED NEGOTIATION WITH CONSULTANT(S) AND/OR THE NOIA.

5. Payment

To ensure proper payment the awarded Contractor must:

1. The City shall have not less the allowable time under the Florida Prompt Payment Act, Section 218.70 et seq., Florida Statutes (as amended) to pay for any products and/or services.
2. Invoices must clearly show the description of products and/or services to include the number of each product or line item fulfilled.
3. All invoices must reference the Contract Number as established by the City.
4. Under no 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 E-RFP 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 the Project Manager assigned by the City.

Payment by City's Visa Card Program

The City currently utilizes the State of Florida [Visa Program](#). The awarded Consultant can take advantage of this program and in consideration, receive payment within several days instead Florida Prompt Payment Act NET 25 terms. Any percentage off the quoted bid price for the acceptance of payment by Visa will be taken into account for consideration of the best value to the City. If no percentage is provided in the cost proposal, the City shall assume zero (0) percent discount applies.

6. Contract Terms and Conditions

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

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

Exception to Contract

By submitting a proposal, each consultant acknowledges its acceptance of the E-RFP specifications and the contract terms and conditions without change. If a consultant takes exception to a Contract Provision or Solicitation Requirement, the consultant must state the reason for the exception and state the specific contract language it proposes to include in place of the provision. Any exceptions to the contract must be uploaded and submitted as an attachment to the consultant's response in Section 8. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the E-RFP.

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

The City reserves the right to modify the contract to be consistent with the apparent successful offer, and to negotiate other modifications with the apparent successful consultant. Exceptions that materially change the terms or the requirements of the E-RFP may be deemed non-responsive by the City, in its sole discretion, and rejected. Contract exceptions which grant the consultant an impermissible competitive advantage, as determined by the City, in its sole discretion, will be rejected. If there is any question whether a particular contract exception would be permissible, the consultant is strongly encouraged to inquire via written question submitted to the Issuing Officer prior to the deadline for submitting written questions as defined by the Schedule of Events.

Order of Preference

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

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

7. List of E-RFP Attachments

The following documents make up this E-RFP. Please see Section 2.2.2 "E-RFP 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 E-RFP (this document)

Project Related Attachments:

- Attachment A – PSL Sample Contract Agreement

Attachment B – Required Forms

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

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