



**Notice # 6
October 18, 2021
eRFP # 20210093**

Continuing Engineering Services for Utility Projects

Instructions to Proposers

Please email the answers to the questions below to Jason Bezak at JBezak@cityofpsl.com on or before **October 20th, 2021 by 2:00 PM EST.**

1. What steps will be taken to keep projects on schedule?
2. What lessons did you learn from your past CEI services mistakes in order to improve and provide outstanding quality CEI services now?
3. Please describe your familiarity with City of Port Saint Lucie's standards and specifications?
4. When will you use other team members to assist you on a project?
5. How will you use them (other team members)?
6. Does your firm have any additions, modifications, or corrections on anything that was submitted previously?
7. What makes you believe that you are a better consultant than others in regard to the following items;
 - Deliverable of Final 100% Design/construction plans set of water & sewer and reclaim water treatment plants and Booster pump Stations projects on time including obtaining permitting, easements, grants and completion time frame and saving made on client behalf. (with examples) and any change orders.
 - Deliverable of Final 100% Design/construction plans set of water & sewer and reclaim water pipelines, wells, deep injection well, I&I study, pipe lining and lift stations projects on time including obtaining permitting, easements, grants and completion time frame and saving made on client behalf (with examples) and any change orders.
 - Deliverable of Final 100% Design Construction plans set of Roadways, alleyway, bridges, sidewalks, drainage pipes, pump stations, river/and or canal dredging, seawalls, boat ramps projects on time including obtaining permitting, easements, grants and completion time frame and saving made on client behalf (with examples) and any change orders
 - Construction Engineering and inspection services process and completion time frame and saving made on client behalf (with examples) and any change orders.



Notice # 5
October 18, 2021
eRFP # 20210093
Continuing Contracts for Utility Projects

Instructions to Proposers

The City of Port Saint Lucie has scheduled Evaluation Phase 2 for **October 21, 2021 starting @ 1:30 PM EST**. The format for this meeting shall be a Presentation and Questions and Answers Session.

The firms are scheduled to present as follows:

1:30 PM HOLTZ CONSULTING

2:00 PM INFRASTRUCTURE SOLUTION SERVICES

2:30 PM KIMLEY HORN

3:00 PM TETRA TECH

3:30 PM AECOM

4:00 PM CAPTEC

The format will be a 25-minute time period to allow committee members to ask clarifying questions based on the firm's written responses already supplied by the firms from the firm's submittal and NOTICE #6.

The following format will be observed:

- ❖ **Up to 10-minutes** for the firm's presentation. This is the first ten minutes of the session and should be information that the firm deems necessary for the committee members to have a clear understanding of their firms qualifications, services they provide, areas of expertise, experience with Utility projects and anything else the firm would like to showcase based on the criteria of the eRFP.
- ❖ **Up to 15-minutes** for the Q&A clarifying session. This is a conversation between the committee and the firm to gain a better understanding and more insight into the firm's qualifications and fitness for the project based on the firm's submittal and the Q&A answers previously supplied to the committee and any follow up questions the committee may have.

Please limit the firm's presentation team to **no more than four (4) team members**. All team members present must be a part of the assigned team for this project, if awarded. The Committee wants the Project Manager to be present and will allow 3 more members of the firm to present. Firms may dictate the other 3 personnel they feel is imperative to the project's success.

Visuals in the format that the firm chooses is also permitted.

Notice # 4
eRFP # 20210093
Continuing Engineering Services for Utility Projects
September 20, 2021

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

The City has determined the need for an additional extension to the Evaluation Dates due to the large quantities of proposals. Please see the updated dates below.

UPDATED

Evaluation Phase 1 Committee Meeting has been changed and is now on October 13, 2021 at 1:30pm.

Meeting Location: 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984 3rd Floor OMB Conference Room

Evaluation Phase 2 Committee Meeting has been changed and is now on October 21, 2021 at 1:30pm.

Meeting Location: 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984 3rd Floor OMB Conference Room

Notice # 3
eRFP # 20210093
Continuing Engineering Services for Utility Projects
September 8, 2021

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

The City has determined the need for an additional extension to the Evaluation Dates due to the large quantities of proposals. Please see the updated dates below.

Evaluation Phase 1 Committee Meeting has been changed and is now on September 24, 2021 at 1:30pm.

Meeting Location: 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984 3rd Floor OMB Conference Room

Evaluation Phase 2 Committee Meeting has been changed and is now on October 5, 2021 at 1:30pm.

Meeting Location: 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984 3rd Floor OMB Conference Room

Notice # 2
eRFP # 20210093
Continuing Engineering Services for Utility Projects
August 19, 2021

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

The City has received a large quantity of proposals to evaluate therefore in the best interest of the City the Evaluation Dates have been moved.

Evaluation Phase 1 Committee Meeting has been changed and is now on September 15, 2021 at 1:30pm.

Meeting Location: 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984 3rd Floor OMB Conference Room

Evaluation Phase 2 Committee Meeting has been changed and is now on September 30, 2021 at 1:30pm.

Meeting Location: 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984 3rd Floor OMB Conference Room

Pre-Proposal Meeting Attendance Sheet

Electronic RFP (eRFP)

Continuing Engineering Services for Utility Projects

July 30, 2021 @ 1:00 P.M.

	Name (Please <u>PRINT</u> legibly)	Agency	E-Mail Address	Telephone # & FAX #
1.	Andrea Nether	Plummer Associates	anether@plummer.com	904-803-0455 F 904
2.	Karen Brandon	AECOM	karen.brandon@aecom.com	T 501-684-3375 F
3.	Vaughn Hayduk	AECOM	vaughn.hayduk@aecom.com	T 864-908-8905 F
4.	DAVE SMITH	FILES	david.a.smith@files.com	T 772-468-2749 F
5.	Leshauskat	METT	Leshauskat@mett.com	T 561-469-0992 F
6.	Julie Kern	Infrastructure Solution Services	jkern@infrastructure.com	T 321-422-6464 F
7.	Christine Miranda	Holtz Consulting Engineers	christine.miranda@holtzconsulting.com	T 772-919-4905 F

Pre-Proposal Meeting Attendance Sheet

Electronic RFP (eRFP)

Continuing Engineering Services for Utility Projects

July 30, 2021 @ 1:00 P.M.

Name (Please <u>PRINT</u> legibly)	Agency	E-Mail Address	Telephone # & FAX #
8. Latoya Hinson	FPL Energy Services	latoya.hinson@fpl.com	T 561-578-7328 F
9. Judy Dye	Miller Legs	jdye@millerlegs.com	T 772-215-0933 F
10. MARCO LOPEZ	JACOBS	marco.lopez@jacobs.com	T 561-319-4120 F
11. John Eason	City of FPL	jeason@cityofpl.com	T 873-6487 F
12. Mark Wessham	CHA	MWESSHAM@CHA.com	T 407-679-5358 F

Pre-Proposal Meeting Attendance Sheet

Electronic RFP (eRFP)

Continuing Engineering Services for Utility Projects

July 30, 2021 @ 1:00 P.M.

Name (Please PRINT legibly)	Company Name	E-Mail Address	Telephone # & FAX #
13. MIK ELLISON	KSM ENGINEERING AND TESTING	MIKE@KSMENGINEERING.NET	T 321-403-9120 F 772-589-6465
14. Bri Gaigliardi	EXP U.S. Services Inc.	bri.gagliardi@exp.com	T 908.526.2292 F
15. ETHENE BOURGEOIS	CONSOR ENGINEERS	ebourgeois@consoreng.com	T 561.252.7473 F
16. Jorge Valle - Pelot	KEITH	jvalle@keithteam.com	T 561.469.6992 F
17. Cindy Fulka	CivilSun Design Group, Inc	cfulka@civikun.com	T 872 323-2244843 F
18. KARIM RAHMANBHAI	PSL	krahmanbhai@cityofpsl.com	T 772-5282057 F

19. Jason Bezak City of PSL JBezak@cityofpsl.com 772-344-4028

20. David Garland City of PSL dgarland@cityofpsl.com 772-807-4444

21. Joseph W Capra CAPTEC Eng Inc jcapra@jocaptec.com 772 692-4344

Addendum # 4
eRFP # 20210093
Continuing Engineering Services for Utility Projects
August 6, 2021

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

1Q.) What level of support is the City looking for with regards to disaster recovery? Does the City have current contracts in place for Disaster Monitoring Services and / or FEMA Grant Administration / Financial Assistance?

1A.) The City is deleting the reference to Transportation and Storm water system.

2Q.) Can you please confirm if piggybacking is an option for contracting?

2A.) Yes, other public entities may piggyback this contract.

3Q.) Do you have to be one of the selected firms awarded in eRFP (Event) Number: 20210093 in order to bid on any future projects that will come as a result of this solicitation?

3A.) Yes you do, however the City always reserves the right to separately solicit projects as they deem necessary even if the scope of work falls within eRFP # 20210093's scope of work.

4Q.) Can the organization chart in the SF330 be 11x17?

4A.) Yes the organization chart may be 11x17.

5Q.) Regarding the answer to Question #12 on Addendum #3, we need further clarification. Is there a set number of projects you require in the SF330 Form?

5A.) The City requests no more than 10 projects.

NOTE: The Proposal Opening date has not been changed.

Addendum # 3
eRFP # 20210093
Continuing Engineering Services for Utility Projects
July 29, 2021

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

- 1Q.) Regarding Item #8 on Mandatory Scored Questions: Design Support – Do you want these five to ten projects in Section F of the Form 330? Or are these to be separate projects from that?
1A.) These are separate projects from Form 330.
- 2Q.) On File #4, can we put in an Index or TOC as the first page in the file to indicate which page numbers for the required content for this file?
2A.) An index or Table of Contents is not mandatory but would be appreciated.
- 3Q.) Can you verify that on pg. 13 of the RFP that 4.3 refers to Attachment A and that 4.4 refers to Attachment B?
3A.) Yes that is correct. 4.3 refers to Attachment A and 4.4 refers to Attachment B.
- 4Q.) Per 4.2 of the RFQ, can you also please provide the Consultants General Information Worksheet? It is not in the RFQ package or on DemandStar.
4A.) The Consultants General Information Worksheet is included in Attachment D -Other Mandatory Documents however it is labeled Contractor's Questionnaire. Please fill out the Contractor's Questionnaire to satisfy this requirement. The City will revise this form in the future to properly match the requirement moving forward.
- 5Q.) Per 2.2.4, part C of the RFQ: required forms including Truth in Negotiation, Certificate and Affidavit, E-verify, Drug Free Workplace, PSL Location Form, Cone of Silence Form, Consultant Code of Ethics, Non-Collusion are not posted on DemandStar, nor attached to the RFQ. Can you please provide those forms or reference where we can download them?
5A.) All of the required forms stated in the eRFP and your question can be found in Attachment D – Other Mandatory Documents which has been uploaded on DemandStar.
- 6Q.) Please confirm, per p2.2.4, the City would like the Mandatory Scored Questions to be in both File #2 and File #4?
6A.) Yes that is correct. To clarify, the Mandatory Scored Questions Document must be uploaded as File #2 as an excel document ONLY, All required attachments requested for the MANDATORY SCORED QUESTIONS shall be uploaded into File #4.
- 7Q.) For the Mandatory Scored Questions Form, #3? Is this where the City would like to see our approach to the project(s)?
7A.) Yes, as well as a narrative containing information that indicates your firm's understanding of the requirements being requested and how your firm will meet those requirements etc.
- 8Q.) Are the anticipated projects strictly utility in nature?
8A.) Yes.

- 9Q.) For the Mandatory Scored Questions Form, #7: Is the City only looking for 330 forms Part I and II or do you prefer the full 330 package to include Part I and II, along with Section E, F, G and H?
- 9A.) **Yes , the full Form 330 package. Firms will need Part 1 and 2 and Sections E, F, G and H to detail their experience, resumes and similar projects.**
- 10Q.) Question 1) Section 1.4. Schedule of Events, page 5 of the RFP, cites details of the non-mandatory pre-proposal conference.
- Will any questions that are answered during the pre-proposal conference be sent out via addendum at a later date?
 - May the city detail the format of the pre-proposal conference?
- 10A.) **Yes, all questions from firms that are asked in the pre-proposal conference must be submitted in writing and later issued as an addendum. No, the City will not detail the format of the pre-proposal conference.**
- 11Q.) Is the "Contractor General Information Worksheet" the same as the "Contractor's Questionnaire" included in Attachment D - Other Mandatory Documents? Reference to Section 4.2 Consultant General Information.
- 11A.) **Yes it is.**
- 12Q.) Question #8 Design Support of Attachment B requests to provide 5 to 10 example projects within the last 5 years that your firm has done and describe what types of projects and services your firm provided. Is it the intent for these example projects to be in addition to the projects included in the SF330 form or as part of the SF330 form? Do projects included in the SF330 form need to be within the last 5 years? Reference to Attachment B - Mandatory Scored Questions, Question #8 - Design Support and Section 9 List of eRFP Attachments.
- 12A.) **Yes the intent is for those example projects for question #8 to be in addition to the projects included on the SF330. A firm can provide as many example projects as they'd like based on the various types of services that meet the scope of work of the RFP.**

NOTE: The Proposal Opening date has not been changed.

Addendum # 2
eRFP # 20210093
Continuing Engineering Services for Utility Projects
July 27, 2021

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

1Q.) Who are the incumbent companies that hold the current contracts that are being re-solicited here? Not addressed in the eRFP.

1A.) Kimley-Horn & Associates, Holtz Consulting Engineers, Inc. and CivilSurv Design Group, Inc.

2Q.) Will there be an interview, or will the award of the contract be based on the written response only? eRFP Section 1.4. Schedule of Events & 6. Proposal Evaluation.

2A.) In the eRFP Schedule it states an Evaluation Phase 1 and Phase 2 Meeting. Per CCNA Florida Statute “the agency shall conduct discussions with and may require public presentations by no fewer than three firms”. To answer your question, yes we will hold interviews (in the form of discussions and/or presentations) in Phase 2 per Florida Statute.

3Q.) Is there a page limit for the written response? Not addressed in the eRFP.

3A.) There is not a page limit for written responses (proposals) HOWEVER it must be noted that firms should keep their proposals as lean as possible, providing what is requested.

4Q.) With the understanding of cone of silence during RFQ process, would the City provide with names the Selection (scoring) Committee Members?

4A.) No, the City will not provide the names of the Committee Members at this time.

NOTE: The Proposal Opening date has not been changed.

Addendum # 1
eRFP # 20210093
Continuing Engineering Services for Utility Projects
July 23, 2021

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

- 1Q.) In the eRFP doc, pages 2-4, includes a listing General Scope of Services and 6 identified areas.
- Does the City wish to have submitting firms provide a team (including subs) for all the services identified?
 - May a submitting Firm selected 1 or all identified areas to submit their responses and qualifications?
 - May a Firm submit as Prime and also be included as a sub to another team for same/similar services?
- 1A.) Submitting firms may utilize a team to provide the City with additional services. Submitting firms do not need to provide all the services requested and may submit for the services they include. A firm submitting as a Prime may also be included as a sub to another firm's team for same/similar services.**
- 2Q.) In the eRFP doc, page 5, Item 1.4, Schedule of Events, list 2 separate evaluation meetings prior to shortlist issued to City Council for approval.
- Are these two meetings open to the Public or Closed Door?
- 2A.) The two Evaluation Meetings are open to the Public.**
- 3Q.) In the eRFP docs, page 14, Items 6.3 Scoring Criteria. It is noted that scoring criteria for Technical/Proposal Factors total 1,000 points.
- Would the City provide a breakdown of the scoring criteria for each of the Mandatory Scored Questions?
- 3A.) No, the City does not provide a scoring breakdown to the firms. The City wants the firms to take each line item seriously and provide excellent answers to each line.**
- 4Q.) In the Mandatory Scored Questions Item #1, the mileage is broken out into 6 parameters.
- How are these "distances" scored?
- 4A.) The Distances are scored based on the 6 tiers we've laid out. The closer to City Hall a firm is, the more points they're eligible for. The further away a firm is the less points they're eligible for.**
- 5Q.) In the Mandatory Scored Questions #2, regarding Woman/Veteran/Minority Owned Business certification with the State of Florida
- What is the weighted scored for the submitting Firm to be W/V/MBE?
 - Is there a partial scoring or any consideration, if the submitting firm includes W/V/MBE firms as sub-consultants to the team?
- 5A.) The City does not provide scoring. Firms should consider each weighted criteria very important and try their best on each item. No, the Prime must hold the Certification, no scoring consideration is given if W/V/MBE subs are used.**
- 6Q.) Of the three (3) firms that will be awarded; can any of the firms do the implementation and construction of the design work?
- 6A.) No, this solicitation is for engineering services.**

Continuing Engineering Services for Utility Projects

7Q.) What Continuing Contracts will be issued for projects? Will this be to do the implementation and construction of the City's State and Federal projects when permitted?

7A.) **Please delete the following portion on Page 1 of the eRFP # 20210093 Document: “Continuing Contracts will be issued for projects with construction costs that are less than \$4 million dollars, ~~and will be used for the City's State and Federal projects when permitted.~~”** The City has retracted the words in Red and they are no longer a part of this eRFP.

NOTE: The Proposal Opening date has not been changed.



"A City for All Ages"

City of Port St. Lucie
Electronic Request for Proposals ("eRFP")-CCNA
Event Name: Continuing Engineering Services for Utility Projects
eRFP (Event) Number: 20210093

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 consultant who will provide **Continuing Engineering Services for Utility Projects** 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

INTENT

It is the intent of the City to procure the services of a minimum of three (3) Professional Engineering firms to provide services for Utility Projects with construction costs under \$4 million dollars and planning and study related activities under five hundred thousand dollars unless amended by Florida Statute. These projects are adopted in the Utility Capital Improvement Plan (CIP), Utility Master Plan and/or any other utility related projects and any subsequent amendments.

Continuing Contracts will be issued for projects with construction costs that are less than \$4 million dollars, and will be used for the City's State and Federal projects when permitted. The term of the contract will be for five (5) years. The City reserves the right to issue other solicitations regardless of this contract.

The order of the qualifying firms will be determined by the shortlisted rankings. For example: the top ranked firm shall be #1 in the rotation, the second ranked firm shall be #2 in the rotation and so on. The method of award for the "Continuing Services Projects" will be based on a strict rotation basis. The Procurement Management Department will establish and retain the rotation list with the awarded firms to ensure there is equitable distribution of work.

The following **EXCEPTIONS** shall apply to the rotation list:

1. The prime firm selected under the continuing contracts, may not function as a prime consultant for another discipline for the same project. If that situation arises, the next firm in the rotation will be utilized and that skipped firm will be first in line for the next project in the rotation.
2. The exception to #1 is that one firm is able to provide all disciplines (all-inclusive firm) as defined in the scope of work.
3. If a firm indicates in writing that it is unable to meet the scope of work or schedule for the specific project.

Firms will be required to submit in writing any changes in their team, within fourteen (14) calendar days of the change to the City for approval. Changes in the personnel of a firm at the annual review may not result in any action taken by the City.

Upon award of the contract, the City shall negotiate a Fee Schedule with all the selected firms to be referred to when proposing services for each project assigned by the City. The Fee Schedule will be valid for the term of the contract. The Fee Schedule shall include but not be limited to the hourly rate of personnel required to support the Engineering Services for the anticipated projects. The Fee Schedule will be a 'Not to Exceed amount' based on actual hours worked. Lump Sum contracts may also be issued at the discretion of the City, and these will also be based on the established Fee Schedule.

GENERAL SCOPE OF SERVICES:

CONSULTANT shall provide to CITY professional engineering services in all phases of the work to which this Continuing Engineering Services Agreement (“Agreement”) applies. The exact nature and magnitude of the required professional services cannot be defined precisely at the time of entering into this Agreement. The services will be set forth in detail in the scope of services to be issued by CITY from time to time which may include, but is not limited to, the following services to the extent permitted by Florida law:

- Program Management Services (defined and described in detail below)
- Special Services such as Feasibility Studies and Planning
- Construction Design, Contract Administration, Engineering, and Inspection
- Electrical/Electronic system upgrades
- Property, Boundary, Easements, R/W, Topographic, and Utility surveys
- Site Plan Review
- Wastewater Collection and Treatment Evaluation and Design Services
- Vacuum Systems Evaluation and Design Services
- Water Distribution Systems Evaluation and Design Services
- Plans Review and Inspection Services as may be needed by the Building Division
- Water and wastewater pump station facility and/or equipment selection, design, testing, evaluation and upgrades
- Water and wastewater treatment and disposal facility and/or equipment selection, design, testing, evaluation and upgrades
- Raw water well facility evaluation, design, testing and upgrades
- Technical specifications
- Testing services
- Consumptive use permitting
- Water and wastewater treatment pilot plant evaluations, designs and studies
- Membrane evaluation and replacement projects
- Electrical systems and motor control center (MCC) evaluation, design and/or upgrades
- Instrumentation evaluation, selection, design and/or upgrades
- SCADA system design, modification and upgrade
- Pump station control panel design
- Coordination and permitting with Florida Power and Light (FPL)
- Utility asset management, information systems and/or data acquisition/processing
- Surveying, mapping, GIS and GPS services
- Structural, civil, mechanical, electrical and plumbing engineering services
- Modeling of hydraulics and/or water quality for water distribution, wastewater collection facilities and utility systems and facilities that may involve open channel flow
- Storm water system evaluations as related to Utility System Department owned and operated facilities for treatment, pumping and administration
- Engineering services related to the testing and evaluation of soils and subsurface conditions
- Utility Systems Department facility access system evaluation, and design
- Assistance and support with City related services including bidding, site plan review and Building Department permitting
- Respond to Utility Systems Department staff inquiries for technical support for contracted projects on an “as needed” basis
- Other miscellaneous professional services that the City may desire.

Program Management Services

- Assist the City with program and project prioritization including benefit/cost analysis, preparation of business cases and related financial analysis such as utility rate assessments.
- Provide support of scope management, cost management (including earned value management), schedule management, risk analysis, communications management, stakeholder management, and other related duties.
- Perform quality control, including constructability reviews, for design document submittals, including work performed by other Consultants.
- Assist in proposed scope changes, additional budget requests, consultant additional fee requests, etc.
- Assist in the management of the existing Purchasing Contracts including analysis and reporting of proper contract usage.

- Assist in the creation of Scope documents, special Contract Provisions, Project Concept Reports, Request for Proposal (RFP) documents and other related documents for new Professional Services Contracts.
- Assist in the creation of documents required for Purchasing Construction Projects.
- Assist in the tracking of work orders and contract expirations and required financial related amendments.
- Prepare project schedules, cost estimates and value engineering analysis and/or review this information that is provided to the CITY by others as needed.
- Present/ provide public meeting support.
- Preparing official minutes for project related meetings for the City's approval and dissemination.
- Assist with conducting man-hour costs and project schedule negotiations with Consultants.
- Provide Value Engineering services as requested.
- Provide Structural Engineering review services and expertise as needed.
- Research Engineering related topics as needed and provide related technical summaries of requested information.
- Provide expertise in a variety of other Engineering topics as requested.
- Provide Utility Coordination and support, including pre-construction coordination, related to all Capital Projects.
- Serve as a liaison for FDOT or St. Lucie County projects within the City of Port St. Lucie as needed.
- Provide temporary in-house program management staff, if requested, on a part- time or full-time basis.

Planning Support

- Prepare various concept and feasibility studies for Capital Projects as needed.
- Prepare various facility plan and evaluation studies for Capital Projects as needed.
- Analyze alternative design concepts and prepare technical reports as needed.

Design Support

- As requested, furnish expertise, labor and resources in preparing complete code compliant sets of construction contract documents, plans, specifications and special provisions as needed for Capital Projects. These projects include, but are not limited to, roadway, sidewalk, storm water and/or water quality, buildings, landscaping/irrigation, wastewater treatment plant projects, sewer collection systems, reuse distribution projects, and water distribution projects.
- Provide Survey and Mapping services as needed to complete the required design services, including GIS and GPS services.
- Provide any post design services and/or plan update services as needed to include record drawings and as-built drawings.
- Attend meetings as necessary and provide any related Public Information support.
- Prepare Maintenance of Traffic (MOT) plans as needed and/or provide the review of MOT plans prepared by others.
- Prepare Landscape Design plans as needed and/or review Landscape Plans prepared by others (requires licensed landscape architect).
- Provide Geotechnical Engineering support as needed.
- Provide other services as needed related to the Design elements of related Capital Projects.

Construction Engineering and Inspection ("CEI") Services

- Conducting and/or attending preconstruction meetings.
- Review and approval of shop drawings, products, etc.
- Preparation of change orders.
- Construction contract administration.
- Construction engineering and inspection services.
- Coordination/provision of record drawings and as-built drawings.
- Additional engineering services as may be required during the course of construction.

Grant & Loan Funding Support

- Assist in preparation of grant applications for various grant agencies including, but not limited to South Florida Water Management District (SFWMD), and the Florida Department of Environmental Protection (FDEP).

- Assist in State Revolving Fund (SRF) Loan agreements and with all supporting documentation required.
- Provide other related grant funding support as needed.

Miscellaneous Support

- Provide assistance to obtain all permits for Capital Projects or others as required for the Utility Services Department.
- Consumptive use permitting, DEP operating and/or construction permits.
- NPDES wastewater permitting, reuse permitting, injection well permitting, including Administration Orders and Consent Orders.
- Assist in Capacity management operation maintenance plans (CMOM).
- Assist in Sanitary Sewer Overflow response plans (SORP).
- Assist in Reuse, TMDL, Biosolids feasibility reports etc.
- SFWMD permitting, NPDES MS4 permitting support, Corp of Engineers permitting, etc.
- Provide assistance for property acquisitions related to hearings, condemnations proceedings, and other litigation including the preparation of trial exhibits.
- Site plan review services.
- Provide appraisals and other property acquisition support as needed.
- Preparation of applicable easements, R/W acquisition documents.
- Provide environmental research and support, including, but not limited to, contamination analysis, wetland research and analysis, threatened and endangered species and archeological and historical research.
- Assist with necessary duties as required related to disaster storm/recovery. Coordinate with FEMA, NRCS and FHWA for reimbursements and potential funding to repair storm related damage to the Transportation and Storm water system.
- Provide assistance with the City's Asset Management & data acquisition/processing system including review and prioritization of asset management data of wastewater treatment plant equipment life expectancy.
- Preparation or procurement of operation and maintenance manuals
- Perform other duties as needed; services dictated by the needs of the Capital Improvement Projects ("CIP") and other specific projects.

PROJECT ASSIGNMENTS:

The City shall make requests of the Consultant to perform engineering and surveying services on a strict rotation basis. The City will communicate with the Consultant, verbally or in writing, a general description of the task to be performed. If a site visit by the Consultant is needed to generate the scope of work, the Consultant shall request approval prior to the visiting the site. The Consultant will generate a detailed Scope of Work document, prepare a Schedule, and a Not-to-Exceed Budget or Lump Sum Fee to accomplish the task with a detailed cost breakdown based on the hourly schedule and send them to the City. The detailed cost breakdown of the lump sum fee or not-to-exceed budget shall consist of the major sub-tasks and man-hour breakdown for the work to be performed. The cost breakdown shall include all sub-consultant work and the Proposal shall include the written price from all sub-consultants.

The City will review the Proposal and if the description, cost, and other details of the Proposal are deemed by the City to be in the City's best interests, the parties will enter into a mutually agreeable written "CONTRACT". The Scope of Services generally to be provided by the Consultant through a Purchase Order may include engineering and surveying services for any City project and may contain written terms and conditions which are deemed supplemental to this Contract.

The City will issue a notice to proceed to the Consultant in the form of a Contract and an executed City purchase order. Upon receipt of the project specific contract and the written notice to proceed from the City, the Consultant shall perform the services set forth in the project specific contract.

1.3. Overview of the eRFP Process

The objective of the eRFP is to select a qualified consultant to provide the services outlined in this eRFP to the City. This eRFP process will be conducted to gather and evaluate responses from consultants for potential award. All qualified consultants are invited to participate by submitting responses, as further defined below. After evaluating all consultants' responses received prior to the closing date of this 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 consultants and the evaluation results. Subject to the protest process, final contract award(s) will be publicly announced thereafter.

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
<u>Pre-Proposal Conference Location:</u> 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984 3rd Floor OMB Conference Room Attendance is: Non-Mandatory	As Published on DemandStar	See DemandStar
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.5.	August 3, 2021	5:00 p.m. ET
Collective responses to Written Questions by City Issued Addendum	August 6, 2021	5:00 p.m. ET
Proposals Due/Close Date and Time	As Published on DemandStar	See DemandStar
<u>Proposal Opening Location:</u> 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984 3rd Floor OMB Conference Room		
<u>Evaluation Phase 1 Committee Meeting</u> 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984 3rd Floor OMB Conference Room	September 1, 2021	See DemandStar
<u>Evaluation Phase 2 Committee Meeting</u> 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984 3rd Floor OMB Conference Room	September 8, 2021	See DemandStar
Top Three Highest Scoring Consultants (Short List) Issued to City Council for Approval.	Estimated 5 Weeks after Closing	See City Clerk's Website
Finalize Contract Terms	Estimated 6 Weeks after Closing	N/A
Notice of Intent to Award [NOIA] (on or about)	Estimated 8 Weeks after Closing to be Published by City Clerk's Office	N/A
Notice of Award [NOA] (on or about)	Date of Executed Contract to Consultant	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, CPPB, PROCUREMENT AGENT II
JBEZAK@CITYOFPSL.COM

1.6. Definition of Terms

Please review the following terms:

Consultant(s) – companies desiring to do business with the City (Also called “Bidder”, “Proposer”, “Consultant”, 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 consultant a substantial advantage over other consultants.

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

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

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

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

Sourcing Platform- [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 term of the contract is for five (5) calendar year(s) with no option to renew. 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 consultant(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 Consultants

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.

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

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. Familiarity with Laws and Regulations

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

2.1.2. 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 consultant (or the eRFP is officially cancelled), consultants are not allowed to communicate for any reason with any City staff or elected officials except through the Issuing Officer named herein, or during the Bidders/Offerors' conference (if any), or as defined in this 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 consultant violating this provision. Further information of this topic can be found on the Cone of Silence and eRFP Communication Document.

2.1.3. 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 consultants must submit questions by the deadline identified in the Schedule of Events for submitting questions. Consultants 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*

2.1.4. 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 consultants are strongly encouraged to attend. However, in the event the conference has been identified as mandatory, then a representative of the consultant must attend the conference in its entirety to be considered eligible for contract award. The consultant 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 consultants are strongly encouraged to arrive early to allow for unexpected travel contingencies.

2.1.5. The City's Right to Request Additional Information – Consultant's Responsibility

Prior to contract award, the City must be assured that the selected consultant has all 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 consultant's ability to perform, if awarded, the City has the option of requesting from the consultant any information deemed necessary to determine the consultant's responsibility. If such information is required, the consultant will be 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. Consultants' 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 consultant's response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. The City reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement of requested commodities and/or services. It is also within the right of the City to reject responses **that do not contain all elements and information requested in this eRFP**. A consultant's response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the eRFP requirements, which determination will be made by the City on a case-by-case basis.

NOTE: The City reserves the right to reject the Bid of any Consultant who has previously failed in the performance of an award or to deliver contracts of a similar nature on time or who is not in a position to perform properly under this award. 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 consultant 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 consultant submitted its response) unless expressly stated otherwise in the consultant's response. THEREFORE, EACH CONSULTANT IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED eRFP AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE CONSULTANT'S RESPONSE PRIOR TO THE CLOSE OF THE eRFP. All Notice(s) to Proceed with Negotiations with the Top Three Highest Scoring Consultants and Intent to Award (NOIAs) will be posted as referenced in Section 6.7 of this document. **Consultants are encouraged to frequently check the solicitation documentations and embedded URLs for additional information. Finally, the City reserves the right to amend or cancel this eRFP at any time.**

2.1.9. Use of Subconsultant

Except as may be expressly agreed to in writing by the City, Consultant shall not subcontract, assign, delegate or otherwise permit anyone other than Consultant or Consultant's personnel to perform any of Consultant's obligations under this Contract or any of the work subsequently assigned under this 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. City shall have the right to request the removal of a subconsultant 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 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.

2.1.13. 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 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 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. Consultants are required to access, print and utilize the training materials identified in Section 2.2.1 of this eRFP to ensure the consultant 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 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 eRFP 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. 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 consultant 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 consultant'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 consultant, the consultant's response will be considered incomplete and disqualified from further consideration.

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

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

1. **PROPOSAL SUBMISSION.** 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. 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.)** All required attachments requested for the MANDATORY SCORED QUESTIONS shall be uploaded into **File #4.**
 - B. Upload in one file Form 330 as a PDF. **(File # 3)**
 - C. **Upload in one file and in the following order:** the proposal response formatted as instructed in Section 7 of this document, W-9, current Certificate of Insurance, license; then add the following documents: MANDATORY SCORED QUESTIONS attachments, Truth-In-Negotiation Certificate and Affidavit, E-verify, Drug Free

Workplace Form, PSL Location Form, Cone of Silence Form, Consultant Code of Ethics, Non-Collusion Affidavit, Consultant General Information Worksheet onto DemandStar by the due date and time. **(File # 4)**

D. Enter zero for the cost on DemandStar 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.

3. General Insurance, Bonding and Permit Requirements

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

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

The Consultant 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 Consultant and persons employed or utilized, including any independent consultants or subconsultants by the Consultant in the performance of this contract.

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.

1. Workers' Compensation Insurance & Employer's Liability: The Consultant 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 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.
2. Commercial General Liability Insurance: The Consultant 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 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, 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 be 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 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. Automobile Liability Insurance: The Consultant 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 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 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 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 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.
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 of Port St. Lucie reserves the right, but not obligation, to review and request a copy of the Consultant's most recent annual report or audited financial statement.

It shall be the responsibility of the Consultant to ensure that all independent consultants and sub-consultants comply with the same insurance requirements referenced herein. It will 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 consultant, independent consultant 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 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 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 Consultant's most recent annual report or audited financial statement.

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.

3.2. Bonds and/or Letter of Credit

Bonds are not required.

3.3. Permits

The selected Consultant 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. Permit fees can be found on the [City's Building Department Website](#). All permit fees shall be included in the contract amount and paid by the successful Consultant(s).

4. eRFP Proposal Factors

This section contains the detailed technical requirements and related services for this eRFP. Consultants 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 consultant's response. These worksheets together with any and all other documents submitted in response to Section 4 of this eRFP will be considered the consultant'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 consultants may have available; rather, the consultants shall propose to meet the City's needs as defined in this eRFP. All claims shall be subject to demonstration. Consultants 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 consultant. Each consultant must indicate its willingness and ability to satisfy these requirements in the appropriate worksheets.

4.2. Consultant General Information

Each consultant must complete all of the requested information in the electronic purchasing system entitled **Consultant'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 consultant 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 Consultant 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 consultant 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 consultant. 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 consultant as part of the technical proposal, the consultant 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 consultant 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 consultant'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. Consultants must "strikethrough" any such provisions in printed forms and initial such revisions prior to submitting a response to the City; and
8. Consultant 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 Consultant 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 consultant(s) will be required to enter into discussions with the City to resolve any exceptions to the City’s contract. The City will announce the results of the 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 consultant’s proposal passes the Administrative/Preliminary Review, the consultant’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 consultant 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 consultant’s best terms. PLEASE NOTE: NEGOTIATIONS ARE DISCRETIONARY; THEREFORE, THE CITY URGES THE CONSULTANT (1) TO SUBMIT ITS BEST RESPONSE AND (2) NOT TO ASSUME THE CONSULTANT WILL BE GRANTED AN OPPORTUNITY TO NEGOTIATE.

6.4.1. Overview of Negotiations

After the Evaluation Team has scored the consultants’ proposals, the City may elect to enter into negotiations with all responsive and responsible consultants or only those consultants identified by the Evaluation Team as being in the competitive range. The competitive range will not be selected arbitrarily, and those consultants included in the competitive range must have highly scored proposals. The City shall negotiate a contract with the highest scored firm 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 consultants identified by the Evaluation Committee to negotiate will be notified and invited to attend negotiations. Consultants will be notified in writing:
 - a. the general purpose and scope of the negotiations;
 - b. the anticipated schedule for the negotiations; and
 - c. the procedures to be followed for negotiations.

- 2. Confirmation of Attendance:** Consultants who have been invited to participate in negotiations must confirm attendance.

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 consultants, (2) limit negotiations to those consultants identified within the competitive range, or (3) limit negotiations to the number of consultants with whom the City may reasonably negotiate as defined below. In the event the City elects to limit negotiations to those consultants identified within the competitive range, the City will identify the competitive range by (1) ranking consultants' proposals from highest to lowest and (2) then looking for breaks in the scores such that natural groupings of similar scores may be identified. In the event the City determines the number of responsive and responsible consultants is so great that the City cannot reasonably conduct negotiations (which determination shall be solely at the City's discretion and shall be conclusive), the City may elect to limit negotiations to the top three (3) ranked consultants as determined by the Total Score. 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 consultants. However, whether or not the City engages in verbal discussions, any revisions the consultant elects to make to its response must be submitted in writing via email by the end date and time identified by the Issuing Officer

6.5. Selection and Award

The City desires to make an award to any and all qualified contractors with a final total score of 700 points or higher.

6.6. Site Visits, Samples, and Oral Presentations

The City reserves the right to conduct site visits or to invite consultants to present their proposal factors/technical solutions to the Evaluation Team. Unless prohibited by federal, state, county, or local laws and/or ordinances, all Consultant requested presentations shall be performed in an in-person meeting. An oral presentation or product demonstration is not a negotiation and Consultants are not permitted to revise their responses as part of the presentation and/or demonstration. Cost information must not be discussed during the oral presentation of the consultant'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 Consultant'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 Consultant's name, eRFP number, and item number. Failure of Consultant 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 Consultant(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 consultant(s), unsuccessful consultant(s), and the reasons why any unsuccessful consultants were not selected for contract award. **NO CONSULTANT SHOULD ASSUME PERSONAL NOTICE OF THE NOTICE OF INTENT TO AWARD ("NOIA") WILL BE PROVIDED BY THE CITY. INSTEAD, ALL CONSULTANTS SHOULD FREQUENTLY CHECK [THE CITY CLERK'S WEBSITE](#) FOR THE POSTING OF THE NOTICE TO PROCEED NEGOTIATION WITH CONSULTANT(S) AND/OR THE NOIA.**

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 consultant's final response as accepted by the City, all applicable contract terms and conditions, which can be downloaded from [DemandStar](#). The successful consultant's final response as accepted the City shall mean: the final cost and technical proposals submitted by the awarded consultant(s) and any subsequent revisions to the awarded consultant's cost and technical proposals and the contract terms and conditions due to negotiations, written clarifications or changes made in accordance with the provisions of the eRFP, and any other terms deemed necessary by the City, except that no objection or amendment by the consultant 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 consultant's objection or amendment in writing.

Please review all City attached documents and attached links prior to submitting a response to this eRFP. Consultants 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 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 eRFP 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. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the eRFP.

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 eRFP 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 bidders' 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 eRFP.

- (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.

8. Payment

To ensure proper payment the awarded Consultant 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 Consultant.
5. All charges, e.g., set up costs, must be included in the cost proposal. No charges will be allowed unless specified in the eRFP and agreed upon by the City.
6. Any discrepancies noted by the City must be corrected by the Awarded Consultant 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 Consultant must submit an amended invoice, or a credit memorandum for the disputed amount.
8. The City will not make partial payments on an invoice where there is a dispute.
9. The City will only make payments on authorized transactions.
10. All invoices must be sent to:
 - i. 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.

- ❖ eRFP # 20210093 (this document)

Attachments:

- A. Mandatory Response Worksheet - Must be uploaded to DemandStar. (Mandatory Document) **UPLOAD AS FILE #1**
 - B. Mandatory Scored Response Worksheet - Must be uploaded to DemandStar. (Mandatory Document) **UPLOAD AS FILE #2**
 - C. Sample Contract (Attached)
 - D. Other Mandatory Documents- Must be uploaded to DemandStar: **UPLOAD AS FILE #4**
 - Consultant's General Information Worksheet/ Questionnaire
 - PSL Location Form
 - Cone of Silence and Communication Document from Section 2.1.2 of this eRFP
 - Consultant's Code of Ethics
 - E-Verify Form
 - Non-Collusion Affidavit
 - Drug Free Workplace Form
 - Truth-In Negotiations Form
- ❖ FORM 330 **UPLOAD AS FILE #3.**
FORM 330 IS NOT ATTACHED. FIRMS MUST OBTAIN FORM 330 ON THEIR OWN AND UPLOAD AS FILE #3.

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
Proposal Factors				
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	Completed and uploaded 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?		No	
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	Submitted all licenses and certifications required to perform this project.		Yes	
9	Submitted a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain.		Yes	
10	Completed and uploaded E-Verify Form		Yes	
11	Completed and uploaded Drug Free Workplace Form		Yes	
12	Completed and uploaded Consultant Code of Ethics		Yes	
13	Completed and uploaded Non-Collusion Affidavit		Yes	
14	Completed and uploaded Cone of Silence Form		Yes	
15	Completed and uploaded Truth-In Negotiation Form		Yes	
16	Submit W-9		Yes	
17	Completed and uploaded Mandatory Scored Questions		Yes	
18	Completed and uploaded Contractor General Information Worksheet.		Yes	

Attachment B - Mandatory Scored Questions

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 Attachs 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> <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>		Yes	
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>		Yes	
3	<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>		Yes	
4	<p><u>GENERAL SCOPE OF SERVICES</u> - Provide a general description of the types of services your firm is capable of providing.</p>		Yes	
5	<p><u>PROGRAM MANAGEMENT SERVICES</u> - Provide a description of the program management services your firm can provide.</p>		Yes	
6	<p><u>PLANNING SUPPORT</u> - Describe the types of planning your firm can provide.</p>		Yes	
7	<p><u>QUALIFICATIONS & STAFF/PERSONNEL</u> - Please complete and attach Form 330 part I and II for evaluation of qualifications & staff/personnel.</p>		Yes	
8	<p><u>DESIGN SUPPORT</u> - Provide a list of at least 5 but no more than 10 projects within the last 5 years that your firm has done and describe what types of projects and services your firm provided.</p>		Yes	
9	<p><u>CONSTRUCTION ENGINEERING AND INSPECTION SERVICES</u> - Describe the CEI services your firm can provide.</p>		Yes	
10	<p><u>GRANT & LOAN FUNDING SUPPORT</u> - Provide examples of grants and loans your firm can provide.</p>		Yes	
11	<p><u>MISCELLANEOUS</u> - Provide a description of additional services your firm can provide.</p>		Yes	
12	<p><u>ABILITY TO MEET SCHEDULE AND BUDGET REQUIREMENTS</u> - Describe how you manage projects in order to meet schedule and budget requirements.</p>		Yes	

CITY OF PORT ST. LUCIE
ATTACHMENT C - SAMPLE CONTRACT
(DO NOT EXECUTE-TERMS MAY CHANGE DUE TO CONTRACTOR'S RESPONSE)

This Contract for Continuing Engineering Services for Utility Projects, executed this _____ day of _____, 2021, 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", and _____, hereinafter called "Contractor" or "Proposer".

SECTION I
RECITALS

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

WHEREAS, Contractor is licensed in the State of Florida; and

WHEREAS, the City wishes to contract with a Contractor to provide the Scope of Services and products / services based on the terms and subject to the conditions contained herein; and

WHEREAS, Contractor is qualified, willing, and able to provide the Scope of Services and products / services specified on the terms and conditions set forth herein; and

WHEREAS, the City desires to enter into this Contract with Contractor to perform the Scope of Services and product / services specified and, with a commission amount to be paid as agreed upon 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.

Contractor: _____
Title _____
E-Mail: _____

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

City Project Manager:

On a Per Project Basis

SECTION III
DESCRIPTION OF SERVICES TO BE PROVIDED

GENERAL SCOPE OF SERVICES:

CONSULTANT shall provide to CITY professional engineering services in all phases of the work to which this Continuing Engineering Services Agreement (“Agreement”) applies. The exact nature and magnitude of the required professional services cannot be defined precisely at the time of entering into this Agreement. The services will be set forth in detail in the scope of services to be issued by CITY from time to time which may include, but is not limited to, the following services to the extent permitted by Florida law:

- Program Management Services (defined and described in detail below)
- Special Services such as Feasibility Studies and Planning
- Construction Design, Contract Administration, Engineering, and Inspection
- Electrical/Electronic system upgrades
- Property, Boundary, Easements, R/W, Topographic, and Utility surveys
- Site Plan Review
- Wastewater Collection and Treatment Evaluation and Design Services
- Vacuum Systems Evaluation and Design Services
- Water Distribution Systems Evaluation and Design Services
- Plans Review and Inspection Services as may be needed by the Building Division
- Civil, Mechanical, Electrical, and Plumbing Engineering Services
- Water and wastewater pump station facility and/or equipment selection, design, testing, evaluation and upgrades
- Water and wastewater treatment and disposal facility and/or equipment selection, design, testing, evaluation and upgrades
- Raw water well facility evaluation, design, testing and upgrades
- Technical specifications
- Testing services
- Consumptive use permitting
- Water and wastewater treatment pilot plant evaluations, designs and studies
- Membrane evaluation and replacement projects
- Electrical systems and motor control center (MCC) evaluation, design and/or upgrades
- Instrumentation evaluation, selection, design and/or upgrades
- SCADA system design, modification and upgrade
- Pump station control panel design
- Coordination and permitting with Florida Power and Light (FPL)
- Utility asset management, information systems and/or data acquisition/processing

- Surveying, mapping, GIS and GPS services
- Structural, civil, mechanical, electrical and plumbing engineering services
- Modeling of hydraulics and/or water quality for water distribution, wastewater collection facilities and utility systems and facilities that may involve open channel flow
- Storm water system evaluations as related to Utility System Department owned and operated facilities for treatment, pumping and administration
- Engineering services related to the testing and evaluation of soils and subsurface conditions
- Utility Systems Department facility access system evaluation, and design
- Assistance and support with City related services including bidding, site plan review and Building Department permitting
- Respond to Utility Systems Department staff inquiries for technical support for contracted projects on an “as needed” basis
- Other miscellaneous professional services that the City may desire.

Program Management Services

- Assist the City with program and project prioritization including benefit/cost analysis, preparation of business cases and related financial analysis such as utility rate assessments.
- Provide support of scope management, cost management (including earned value management), schedule management, risk analysis, communications management, stakeholder management, and other related duties.
- Perform quality control, including constructability reviews, for design document submittals, including work performed by other Consultants.
- Assist in proposed scope changes, additional budget requests, consultant additional fee requests, etc.
- Assist in the management of the existing Purchasing Contracts including analysis and reporting of proper contract usage.
- Assist in the creation of Scope documents, special Contract Provisions, Project Concept Reports, Request for Proposal (RFP) documents and other related documents for new Professional Services Contracts.
- Assist in the creation of documents required for Purchasing Construction Projects.
- Assist in the tracking of work orders and contract expirations and required financial related amendments.
- Prepare project schedules, cost estimates and value engineering analysis and/or review this information that is provided to the CITY by others as needed.
- Present/ provide public meeting support.
- Preparing official minutes for project related meetings for the City’s approval and dissemination.
- Assist with conducting man-hour costs and project schedule negotiations with Consultants.
- Provide Value Engineering services as requested.
- Provide Structural Engineering review services and expertise as needed.
- Research Engineering related topics as needed and provide related technical summaries of requested information.
- Provide expertise in a variety of other Engineering topics as requested.

- Provide Utility Coordination and support, including pre-construction coordination, related to all Capital Projects.
- Serve as a liaison for FDOT or St. Lucie County projects within the City of Port St. Lucie as needed.
- Provide temporary in-house program management staff, if requested, on a part-time or full-time basis.

Planning Support

- Prepare various concept and feasibility studies for Capital Projects as needed.
- Prepare various facility plan and evaluation studies for Capital Projects as needed.
- Analyze alternative design concepts and prepare technical reports as needed.

Design Support

- As requested, furnish expertise, labor and resources in preparing complete code compliant sets of construction contract documents, plans, specifications and special provisions as needed for Capital Projects. These projects include, but are not limited to, roadway, sidewalk, storm water and/or water quality, buildings, landscaping/irrigation, wastewater treatment plant projects, sewer collection systems, reuse distribution projects, and water distribution projects.
- Provide Survey and Mapping services as needed to complete the required design services, including GIS and GPS services.
- Provide any post design services and/or plan update services as needed to include record drawings and as-built drawings.
- Attend meetings as necessary and provide any related Public Information support.
- Prepare Maintenance of Traffic (MOT) plans as needed and/or provide the review of MOT plans prepared by others.
- Prepare Landscape Design plans as needed and/or review Landscape Plans prepared by others (requires licensed landscape architect).
- Provide Geotechnical Engineering support as needed.
- Provide other services as needed related to the Design elements of related Capital Projects.

Construction Engineering and Inspection (“CEI”) Services

- Conducting and/or attending preconstruction meetings.
- Review and approval of shop drawings, products, etc.
- Preparation of change orders.
- Construction contract administration.
- Construction engineering and inspection services.
- Coordination/provision of record drawings and as-built drawings.
- Additional engineering services as may be required during the course of construction.

Grant & Loan Funding Support

- Assist in preparation of grant applications for various grant agencies including, but not limited to South Florida Water Management District (SFWMD), and the Florida Department of Environmental Protection (FDEP).

- Assist in State Revolving Fund (SRF) Loan agreements and with all supporting documentation required.
- Provide other related grant funding support as needed.

Miscellaneous Support

- Provide assistance to obtain all permits for Capital Projects or others as required for the Utility Services Department.
- Consumptive use permitting, DEP operating and/or construction permits.
- NPDES wastewater permitting, reuse permitting, injection well permitting, including Administration Orders and Consent Orders.
- Assist in Capacity management operation maintenance plans (CMOM).
- Assist in Sanitary Sewer Overflow response plans (SORP).
- Assist in Reuse, TMDL, Biosolids feasibility reports etc.
- SFWMD permitting, NPDES MS4 permitting support, Corp of Engineers permitting, etc.
- Provide assistance for property acquisitions related to hearings, condemnations proceedings, and other litigation including the preparation of trial exhibits.
- Site plan review services.
- Provide appraisals and other property acquisition support as needed.
- Preparation of applicable easements, R/W acquisition documents.
- Provide environmental research and support, including, but not limited to, contamination analysis, wetland research and analysis, threatened and endangered species and archeological and historical research.
- Assist with necessary duties as required related to disaster storm/recovery. Coordinate with FEMA, NRCS and FHWA for reimbursements and potential funding to repair storm related damage to the Transportation and Storm water system.
- Provide assistance with the City's Asset Management & data acquisition/processing system including review and prioritization of asset management data of wastewater treatment plant equipment life expectancy.
- Preparation or procurement of operation and maintenance manuals
- Perform other duties as needed; services dictated by the needs of the Capital Improvement Projects ("CIP") and other specific projects.

PROJECT ASSIGNMENTS:

The City shall make requests of the Consultant to perform engineering and surveying services on a strict rotation basis. The City will communicate with the Consultant, verbally or in writing, a general description of the task to be performed. If a site visit by the Consultant is needed to generate the scope of work, the Consultant shall request approval prior to the visiting the site. The Consultant will generate a detailed Scope of Work document, prepare a Schedule, and a Not-to-Exceed Budget or Lump Sum Fee to accomplish the task with a detailed cost breakdown based on the hourly schedule and send them to the City. The detailed cost breakdown of the lump sum fee or not-to-exceed budget shall consist of the major sub-tasks and man-hour breakdown for the work to be performed. The cost breakdown shall include all sub-consultant work and the Proposal shall include the written price from all sub-consultants.

The City will review the Proposal and if the description, cost, and other details of the Proposal are deemed by the City to be in the City's best interests, the parties will enter into a mutually agreeable written "CONTRACT". The Scope of Services generally to be provided by the Consultant through a Purchase Order may include engineering and surveying services for any City project and may contain written terms and conditions which are deemed supplemental to this Contract.

The City will issue a notice to proceed to the Consultant in the form of a Contract and an executed City purchase order. Upon receipt of the project specific contract and the written notice to proceed from the City, the Consultant shall perform the services set forth in the project specific contract.

SECTION IV **TIME OF PERFORMANCE**

The term of the contract is for five (5) calendar year(s) from the execution date of the Purchase Order. Unless indicated otherwise, the Contractor shall commence work within ten (10) days after receiving the fully executed contract.

SECTION V **RENEWAL OPTION**

N/A.

SECTION VI **Compensation**

To Be Determined (TBD) by Solicitation Documentation and Negotiations between City and awarded Contractor(s)

Payments will be disbursed in the following manner:

The Contract Sum - Work to be paid for on the basis of per unit prices: each, lump sum, linear feet, square yards, system, etc.

Progress Payments- Within twenty (20) business days, the City shall pay the Contractor, the sum of money due each Progress Payment that is properly allocated to labor, materials and equipment incorporated in the work for the period covered in the application for progress payment. Retainage will be held at 5% from each progress payment.

As-builts and an updated construction schedule to reflect actual progress, weather days, and Holidays shall be provided monthly with each progress payment submittal. As-Builts will be required with each request for payment to include all items identified in the pay request. The monthly request for payment may be rejected until the revised schedule and as-builts has been reviewed and/or approved by the City.

Acceptance and Final Payment - Upon receipt of written notice that the work is ready for final inspection and acceptance, the City will promptly make such inspection. When City finds the work acceptable under the

terms of the Contract and the Contract is fully performed the entire balance will be due the Contractor and will be paid to the Contractor within twenty (20) business days. Such final payment to the Contractor shall be subject to the covenants in the Contract's Standard Specifications.

Before issuance of final payment, the Contractor shall submit evidence that all payrolls, material bills and other indebtedness connected with the work have been satisfied and paid in full. Final Release of Liens from all contractors, subcontractors, suppliers for materials and sub-subcontractors are to be attached to the final invoice.

Before issuance of final payment, the Contractor shall submit a written Consent of Surety with the final invoice.

Invoices for services shall be submitted once a month, by the tenth (10th) day of each month, and payments shall be made within twenty (20) business days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made within twenty (20) business days of receipt of Contractor's valid invoice, provided that the invoice is accompanied by adequate supporting documentation, including any necessary partial release of liens as described above, and is approved by the Project Manager as required under Section XV of the Contract.

No payment for projects involving improvements to real property shall be due until Contractor delivers to City a complete release of all claims arising out of the contract or receipts in full in lieu thereof, and an affidavit on his 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 City's Contract number and Purchase Order number, detail of items with prices that correspond to the Contract, a unique invoice number and partial and final release of liens.

All invoices are to be sent to: APNOTIFICATIONS@CITYOFPSL.COM .

The Contractor 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 in consequence of the suspension or discontinuance of the work.

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

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

Taxes. Contractor is responsible for all federal, state, and local taxes and other charges related to the performance of this contracts.

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 Contractor pursuant to the Solicitation and Specifications on file in the Procurement Management Department of the City. All documents submitted by the Contractor 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 risen 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 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 Consultant and persons employed or utilized, including any independent consultants or subconsultants by the Consultant in the performance of this contract.

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 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, and \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis.

Commercial General Liability Insurance: 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 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, 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 for Contract # 20210093 Continuing Engineering Services for Utility Projects 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 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.

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.

Professional Liability Insurance: 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 four (4) 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.

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 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 sub-consultants comply with the same insurance requirements referenced herein. It will 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 consultant, independent consultant 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 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 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 bidder's most recent annual report or audited financial statement.

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.

SECTION XII **ACTS OF GOD**

The Contractor 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 Contractor 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 Contractor nor any Sub-Contractor 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 Contractor 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. Contractor will comply with all requirements of [28 C.F.R. § 35.151](#). Contractors and Sub-Contractor, shall comply with [§ 119.0701, Fla. Stat.](#) The Contractor and Sub-Contractor, are to allow public access to all documents, papers, letters, or other material made or received by the Contractor 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](#).
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

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Project Manager shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Project Manager shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section V. If, on such inspection the Project Manager is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity if desired by him, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Manager. Upon failure of the Contractor to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after five (5) days written notice to the Contractor, the City may, without prejudice to any other remedy he may have, correct such deficiencies. The Contractor shall be charged all costs incurred to correct deficiencies. Such examination,

inspection, or tests made by the Project Manager, at any time, shall not relieve Contractor of his responsibility to remedy any deviation, deficiency, or defect.

Authority - The Contractor is hereby informed that City inspectors are not authorized to alter, revoke, enlarge, or relax the provisions of these specifications. They are not authorized to approve or accept any portion of the completed work, or instructions contrary to the specifications. An inspector is placed on the project (or sent to the location of materials) to inspect materials being used in the work and to observe the manner in which the work is being performed and to report the progress of the work to the City. The inspector shall have the authority to reject defective materials or suspend any work that is being improperly done subject to the final decision of the City.

Notification – The Contractor shall be responsible to give twenty-four (24) hour notification to the City, when field observations are required.

Defective Work - All work and/or materials not meeting the requirements of these specifications shall be deemed as defective by the City, and all such work and/or material, whether in place or not, shall be removed immediately from the site of the work. All rejected materials that have been corrected shall not be used until the City has issued written approval to the Contractor. Without unnecessary delay and without any additional cost to the City, all work that has been rejected shall be remedied or removed and replaced in a manner acceptable to the City. If the Contractor fails to promptly remove and properly dispose of rejected materials and/or work then replaces same immediately after being notified to do so, the City may employ labor to remove and replace such defective work and/or materials. All charges for replacement of defective materials and/or work shall be charged to the Contractor and may be deducted from any moneys due to the Contractor or his Surety.

Repair or Replacement - Should any defect appear during the warranty period, the Contractor shall, at their own expense, have repaired or replaced such item upon receipt of written notice from the City of said defect. Said repair or replacement must be accomplished within fourteen (14) calendar days after receipt of notification from the City of the defect.

Deductions - In the event the City deems it expedient to perform work which has not been done by the Contractor as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Contractor as required in these Specifications, all expenses thus incurred by the City, in the City's option, will be invoiced to the Contractor and/or may be deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor 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/GlobalGovernanceMandates/QuarterlyReports/GlobalGovernanceMandatesandFlorida%20Statutes20190129.pdf?ver=2019-01-29-130006-790>.

SECTION XXVII
CONTRACT ADMINISTRATION

Amendments. The City and the Contractor agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Contract. The Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to the Contract must be in writing and fully executed by duly authorized representatives of the City and the Contractor.

Fiscal Year- All reference to Fiscal Year shall mean the City's Fiscal Year. The City's Fiscal Year is from October 1st through September 30th.

Integration of Terms. This Contract represents the entire contract between the parties. The parties shall not rely on any representation that may have been made by either party which is not included in the Contract.

Joint Venture. Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the vested parties. Each party shall be deemed to be an independent contractor contracting for the services and acting toward the mutual benefits expected to be derived from the mutually agreed upon contract. Neither Contractor nor any of Contractor's agents, employees, subcontractors or contractors shall become or be deemed to become agents, or employees of the City. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Contract.

Notice(s). Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Fed-EX, UPS, courier or other similar and reliable carrier which shall be addressed to the person who signed the Contract on behalf of the party at the address identified in the contract. Each such notice shall be deemed to have been provided:

- I. Within one (1) day in the case of overnight hand delivery, courier or Services such as Fed-Ex or UPS with guaranteed next day delivery; or,
- II. Within seven (7) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person or their designees and/or address shall be in writing to the other party and as provided herein.

Performance by Industry Standards. The Contractor represents and expressly warrants that all aspects of the Services provided or used by it shall, at a minimum, conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Contract, which shall take precedence

Permits, Licenses, and Certifications. The 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 with the requirements of said legislation. The Contractor 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.

Supersedes Former Contracts or Agreements. Unless otherwise specified in the Contract, this Contract supersedes all prior contracts or agreements between the City and the Contractor for the Services provided in connection with the Contract.

Use of Name or Intellectual Property. Contractor agrees it will not use the name or any intellectual property, including but not limited to, City trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the City.

Waiver. Except as specifically provided for in a waiver signed by duly authorized representatives of the City and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach. Each waiver, if mutually agreed upon, shall be published as a contract amendment.

SECTION XVIII **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 Contractor'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 Contractor involved in the execution of work that is deemed to be conducting him/herself in an unacceptable manner shall be removed from the project at the request of the City Manager.

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

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. Contractor(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 Contractor.

Dress Code. – All personnel in the employ of the Contractor(s) shall be appropriately attired. Employees engaged in the course of work shall wear company uniforms neat and clean in appearance, readily identifiable to all City employees and the public. No tee shirts with obscene pictures or writings will be allowed. Swimsuits, tank tops, shorts and sandals are also prohibited. Safety toed shoes shall be worn at all times.

Patent Fees, Royalties, and Licenses.— If the Contractor requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Contractor 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 Contractor 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 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 with the requirements of said legislation. The Contractor 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

SECTION XIX **ASSIGNMENT**

Contractor 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 XX **TERMINATION AND DELAYS**

Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for the City to declare the Contractor in default of its obligations under the contract:

- I. The Contractor fails to deliver or has delivered nonconforming services or fails to perform, to the City's satisfaction, any material requirement of the Contract or is in violation of a material provision of the contract, including, but without limitation, the express warranties made by the Contractor;
- II. The Contractor fails to make substantial and timely progress toward performance of the contract;
- III. In the event the Contractor is required to be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the contract effective as of the date on which the license or certification is no longer in effect;
- IV. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the City reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- V. The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the contract;
- VI. If the City determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
- VII. The Contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion;

- VIII. The Contractor furnished any statement, representation or certification in connection with the contract, which is materially false, deceptive, incorrect or incomplete.

Notice of Default. If there is a default event caused by the Contractor, the City shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the City may:

- I. Immediately terminate the contract without additional written notice(s); and/or
- II. Enforce the terms and conditions of the contract and seek any legal or reasonable remedies; and/or
- III. Procure substitute services from another source and charge the difference between the contract and the substitute contract to the defaulting Contractor

Termination for Convenience. The City may, at any time, with or without cause, or for its convenience terminate all or a portion of the Contract upon twenty (20) days written notice to successful Contractor Any such termination shall be accomplished by delivery in writing of a notice to Contractor. Following termination without cause, the Contractor shall be entitled to compensation upon submission of invoices and proper proof of claim, for services provided under the contract to the City up to the time of termination, pursuant to Florida law.

Termination for Non-Appropriation. The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under the awarded contract, the City will have the right to terminate the contract, without penalty, on the last day of the fiscal period for which funds were legally available.

SECTION XXI **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 XXII **APPROPRIATION APPROVAL**

The Contractor 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 Contractor 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 XXIII **TRUTH-IN-NEGOTIATIONS**

In accordance with the provisions of Section 287.055, Florida Statutes, the Contractor 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 XXIV
CONFLICT OF INTEREST

The City hereby acknowledges that the Contractor 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 Contractor 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 Contractor shall disclose all of its Treasure Coast clients and related Scope of Work.

SECTION XXV
PUBLIC RECORDS / TRADE SECRETS / COPYRIGHT

The Proposer's response to the City's proposal request 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 City's proposal request and the Contract to be executed as subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the Solicitation purporting to require confidentiality of any portion of the Proposer's response to the Solicitation, 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 Solicitation 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 SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED.

SECTION XXVI
PROHIBITION AGAINST CONTINGENT FEES

The Contractor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor 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 Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

SECTION XXVII
ATTORNEY'S FEES

If this matter is placed in the hands of an attorney for collection, or in the event suit or action is instituted by the City to enforce any of the terms or conditions of the Contract, Contractor shall pay to the City, in such suit or action in both trial court and appellate court, the City's costs, and reasonable attorney's fees for the anticipated cost of collection and judgment enforcement.

SECTION XXVIII
CODE OF ETHICS

Contractor 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 XXIX
POLICY OF NON-DISCRIMINATION

Contractor shall not discriminate against any person in its operations, activities or delivery of services under this Contract. Contractor 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 XXX
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 XXXI
ORDER OF PREFERENCE

In the case of any inconsistency or conflict among the specific provisions of the this Contract (including any amendments accepted by both the City and the Contractor attached hereto), the eRFP (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 this 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.

SECTION XXXII
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.

(Balance of page left intentionally blank)

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

NOTARIZATION AS TO AUTHORIZED REPRESENTATIVE'S EXECUTION

STATE OF FLORIDA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by [] physical presence or [] online notarization, this _____ day of _____, 20____, by _____ who is [] personally known to me, or who has [] produced the following identification:

_____.

Signature of Notary Public

Print Name of Notary Public
Notary Public, State of Florida
My Commission expires:

NOTARY SEAL/STAMP



"A City for All Ages"

CONTRACTOR'S QUESTIONNAIRE

eRFP # 20210093

Solicitation Name: **Continuing Engineering Services for Utility Projects**

It is understood and agreed that the following information is to be used by the City of Port St. Lucie to determine the qualifications of Contractors to perform the work required. The Contractor waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Consultant.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Consultant, surety, bank material or equipment manufacturer, or distributor, or any person, firm, or corporation to furnish the City of Port St. Lucie any pertinent information requested by the City deemed necessary to vary the information on this questionnaire.

1. ORGANIZATIONAL PROFILE- COMPANY NAME:

PHYSICAL ADDRESS:

MAILING ADDRESS:

TELEPHONE NUMBER:

FAX NO.

CONTACT PERSON

E-MAIL :

Is the firm incorporated? Yes--No If yes, in what state? Provide a list of officers for this entity.

2. COMPLETION OF FORM - An authorized representative of the firm offering this Proposal must complete this form in its entirety. Terms entered herein shall not be subject to withdrawal or escalation by Contractor. The City reserves the right to hold proposals for a period not to exceed one hundred twenty (120) calendar days after the date of the proposal opening stated in the Invitation to Proposal before awarding the Contract. Contract award constitutes the date that City issues an executed Purchase Order.
3. CONTRACT - Contractor agrees to comply with all requirements stated in the specifications for this RFP.
4. AGREEMENT - Contractor agrees to comply with all requirements stated in the specifications for this RFP.

CERTIFICATION:

This RFP is submitted by: Name (print) _____ who is an officer of the above firm duly authorized to sign proposals and enter into contracts. I certify that this solicitation



"A City for All Ages"

response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud.

The Contractor understands that information contained in this Solicitation Reply will be relied upon by City in awarding the proposed Contract and such information is warranted by the proposer to be true. The undersigned Contractor agrees to furnish such additional information, prior to acceptance of any solicitation relating to the qualifications of the proposer, as may be required by the City.

I certify that the information and responses provided on this Solicitation are true, accurate and complete. The City may contact any entity or reference listed in this Proposal. Each entity or reference may make any information concerning the Contractor available to the City.

I agree to abide by all conditions of this RFP:

Signature Title

If a corporation renders this Proposal, the corporate seal attested by the secretary shall be affixed below. Any agent signing this Proposal shall attach to this form evidence of legal authority.

Witnesses:

If Partnership:

Print name

Print Name of Firm

By: _____
(General Partner)

Print name

If Corporation:

Print Name of Corporation

If Individual:

Signature

By: _____
(President)

Print Name

Attest: _____
(Secretary)



SUPPLIER LOCATION CERTIFICATION
Attachment D - 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. _____



"A City for All Ages"

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, 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: _____



"A City for All Ages"

eRFP #20210093

ATTACHMENT F - 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 Consultant's Code of Ethics.

- ◆ A Consultant's bid or proposal will be competitive, consistent and appropriate to the bid documents.
- ◆ A Consultant 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.
- ◆ Consultant 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.
- ◆ Consultant will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- ◆ Consultant will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the contract.
- ◆ Consultant 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.
- ◆ Consultant 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.
- ◆ Consultant 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.
- ◆ Consultant 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, Consultant must require their suppliers (including temporary labor agencies) to do the same. Consultant 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, Consultant 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 anti-discrimination 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.



"A City for All Ages"

E-Verify Form
Attachment G - 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: _____



"A City for All Ages"

NON-COLLUSION AFFIDAVIT
Solicitation # 20210093
Continuing Engineering Services for Utility Projects

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) _____



"A City for All Ages"

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: _____

Attachment I - Drug Free Workplace Form
DRUG-FREE WORKPLACE FORM
eRFP # 20210093
Continuing Engineering Services for Utility Projects

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:



"A City for All Ages"

TRUTH-IN-NEGOTIATION CERTIFICATE

Solicitation# 20210093

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 _____, 2021_.

(SEAL)

Signature

Notary Name (typed or printed)

Notary Name (signed)