



City of Port St. Lucie
Electronic Request for Proposals (“eRFP”)
Event Name: Consulting Services for Comprehensive Planning & 2026 EAR
(Evaluation and Appraisal Review Report)
eRFP (Event) Number: #20240053

1. Introduction

1.1. Purpose of Procurement

Pursuant to the Port St. Lucie City Ordinance 35.05, this electronic Request for Proposals (“eRFP”) is being issued to establish a contract with a qualified contractor who will provide **Consulting Services for Comprehensive Planning & 2026 Evaluation & Appraisal Review (EAR)** 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. Restrictions on Communicating with Staff

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 code 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.

1.3. Scope of Work

The City wishes to contract with a Consultant to provide Comprehensive Planning Services for a twenty (20) year planning period, as well as preparation of the Evaluation and Appraisal Report (EAR) due 2026 (“Work”).

This new update should address existing conditions analysis, needs assessment, update plan to reflect city wide strategic initiatives including the City’s transition from a transportation concurrency system to the adoption of a mobility fee and multi-modal plan, and provide a vision for the future consistent with the City’s Strategic Plan. The 2026 EAR submittal should also be generated as part of this process. The Consultant will work with the Planning and Zoning Department, and by extension, the city team. The Consultant team and City staff will work closely throughout the duration of the project. The following elements are included in the City’s Comprehensive Plan and should be reviewed to identify areas requiring revision:

1. Future Land Use Element,
2. Future Land Use Map,
3. Transportation Element,
4. Housing Element,
5. Infrastructure Element (Sanitary Sewer, Solid Waste, Drainage, Natural Groundwater Recharge, and Potable Water),
6. Conservation and Coastal Management Element,
7. Intergovernmental Coordination Element,

8. Recreation and Open Space Element,
9. Economic Development Element,
10. Capital Improvement Element,
11. Public Schools Facilities Element, and
12. Property Rights Element.

The selected Consultant is expected to review a number of approved studies or plans related to development of the City to help inform the Comprehensive Plan Update, as follows:

1. Multi-Modal Plan and Mobility Fee Implementation
2. 2045 Mobility Plan
3. Planning & Infrastructure Study
4. Capital Improvements Plan
5. Southern Grove Business District Master Plan
6. Becker Road Overlay District Design Standards
7. City Center Master Plan
8. Parks and Recreation Master Plan
9. Analysis of conversion areas
10. Strategic Plan, and
11. Port Saint Lucie Blvd. Corridor Study.

The Consultant selected will be expected to address the following concerns/issues and perform the following functions:

1. **Data Collection:** The selected Consultant will collect detailed demographic and economic data related to population, labor force characteristics, economic conditions, infrastructure capacity; land use and zoning, public health and quality of life and provide:
 - a. A comprehensive description and analysis of existing conditions including demographic, economic, transportation, infrastructure, and housing of Port St. Lucie now and in the twenty-year horizon (2025-2045). Reflect current and projected demographic and socioeconomic trends and their implications on the City's land use needs.
 - b. An analysis and incorporation of relevant data and trends related to population, employment, and housing forecasts.
 - c. A suggested list of proposed amendments to the elements mentioned above, as part of the Needs Assessment through the existing conditions analysis from the input gained through the public and stakeholder engagement.
 - d. Opportunities for redevelopment, revitalization of major commercial corridors and districts.
 - e. Recommendations to enhance economic development.
 - f. Opportunities for strategic reinvestment in areas of the City.
 - g. A 20-year thoroughfare/roadway plan.
 - h. Recommendations of ways to improve community health/public health to increase the well-being of our residents.

2. Public Outreach and Community Engagement:

The selected Consultant will:

- a. Provide a public participation plan that includes but is not limited to community outreach, engagement and education throughout the project utilizing different forms of outreach methods. The public engagement shall include facilitated workshop(s) scheduled to ensure the broadest civic engagement from the outset of the project including, soliciting participation from disadvantaged groups. This engagement should include public workshops, in person, virtual, or hybrid, at critical points in the process.
- b. Coordinate and conduct Individual or group meetings with City Council, City administration, City department representatives, St. Lucie County staff, and other major stakeholder groups such as the business community and major developers, to gather information and feedback.
- c. Provide updates to and gather input via individual or workshop meetings with City Council members.
- d. Participate in City scheduled outreach events such as the yearly Citizen Summit, if requested.

3. Update of the Comprehensive Plan:

The Consultant will:

- a. Develop draft goals, objectives and policies which address the needs assessment and meet with City staff to determine the appropriate next steps.
- b. Draft elements to address the existing conditions analysis and the needs assessment, including draft goals, objectives, and policies. This includes clearly identifying what data must be tracked or monitored throughout the planning period and provide a spreadsheet (or other tools) for staff to gather and maintain that material over the upcoming plan period. In addition, the Consultant will identify necessary or recommended revisions to the land development code generally.
- c. Present the draft Comprehensive Plan, including elements, goals, objectives, and policies to the Planning and Zoning Board at a minimum of two public hearings, depending on the extent of the proposed changes to the Plan.
- d. Present the proposed Comprehensive Plan to the City Council at one workshop meeting and two public hearings.
- e. Coordinate with the Florida Department of Commerce (Florida Commerce) as needed and assist in the preparation and transmittal of all required notices, distributions, and transmittals to review agencies and the Florida Commerce to ensure compliance with Chapter 163, Florida Statutes.

Deliverables

The Consultant must provide ten (10) color hard copies of the draft Comprehensive Plan for the Planning and Zoning Board hearing process and ten (10) color copies of same for the City Council hearing process. All deliverables must also be provided in electronic format (MS Word & Adobe Acrobat (pdf)) for posting on the project webpage. Upon completion of the Comprehensive Plan, the Consultant will provide the following deliverables to the City:

- Twenty (20) bound copies of the Comprehensive Plan, including a separate stand-alone Executive Summary with electronic copies of each document in Microsoft Word and pdf format; GIS data files containing shape and data files for maps or graphics prepared for the plan.
- Maps and associated data in ArcGIS Pro and pdf format; ArcGIS Pro layers must be compatible with the City's interactive GIS map of current land uses, future land use (FLU), etc.
- Text and report files in editable MS Word and pdf formats. In addition, spreadsheets will be in MS Excel format for which worksheets will be formatted for printing (including multiple pages) and in a database format from which pivot tables can be quickly developed. Worksheets should include respective headers and footers.
- Reports including but not limited to existing conditions survey based on Census demographic data (including projections).

Evaluation of Proposals

City of Port Saint Lucie staff will evaluate proposals based on the quality requirements and comparative criteria detailed below. The City may choose to interview Consultants.

A. Minimum Requirements

1. The Consultant must have completed at least two (2) Comprehensive Plans for other municipalities.
2. At least one (1) member of the Consultant team must have American Institute of Certified Planners (AICP) certification.

B. Comparative Criteria

The technical proposals shall be reviewed and scored in accordance with the point allocation in Section 6.4 "Evaluation Criteria" of this eRFP.

1. Quality of proposed plan of services and demonstrated understanding of all project components.
2. Ability to develop and deliver a robust public participation process to engage the public, partners, and stakeholders, including those least likely to participate.
3. Commitment of senior staff to this project to ensure a high-quality process and final product as well as adherence to timelines. Senior staff is defined as someone who has at least 10 years of experience consulting with municipalities on projects of similar size and scope and has taken a leadership role in conducting Comprehensive Plan projects for at least two other municipalities.
4. Strength and credibility of past performance. Satisfaction with working relationship, project management capabilities, and technical expertise as reported by other municipal clients.
5. Evaluation of sample Comprehensive Plans completed for other communities submitted electronically with proposal.

1.3. Overview of the eRFP Process

The objective of the eRFP is to select a qualified Consultant to provide the goods and/or services outlined in this eRFP to the City. This eRFP process will be conducted to gather and evaluate responses from 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.

NOTE TO CONSULTANTS: The general instructions and provisions of this document have been drafted with the expectation that the City will make a single award.

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
Pre-Proposal Conference Location: City Hall Complex Building A – Room 386 (3rd Floor) 121 SW Port St. Lucie Blvd. Port St. Lucie, Florida 34984 Attendance is: Not Mandatory but highly encouraged.	April 16, 2024	9:00 a.m. ET
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.6.	April 26, 2024	5:00 p.m. ET
Collective responses to Written Questions by City Issued Addendum	May 3, 2024	5:00 p.m. ET
Proposals Due/Close Date and Time	May 10, 2024	3:00 p.m. ET
Evaluation Committee Meeting	TBD	TBD
Evaluation Committee Meeting #2 If required	TBD	TBD

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

*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)
Angelene Frederick, Procurement Contracting Officer I
afrederick@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”, 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 buying, purchasing, renting, leasing or otherwise obtaining any supplies, services, professional services, construction, or any other item(s).

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

1.7. Contract Term

The initial term of the contract(s) is for two (2) calendar year(s) from the execution date of the Contract. The City shall have two, two (2) year option(s) to renew, which options shall be exercisable at the sole discretion of the City. Renewal(s), if provided and selected solely by the City, will be accomplished through the issuance of Notice of Award Amendment. 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. Submittal Instructions

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 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. Submitting Questions

All questions concerning this eRFP must be submitted in writing via email to the Issuing Officer identified in Section 1.6 "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*

2.1.3. 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 1.5 "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.

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

Prior to contract award, the City must be assured that the selected Consultant has all 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.

2.1.5. Failing to Comply with Submission Instructions

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

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

The City reserves the right to reject any or all responses, to waive any irregularity or informality in a Consultant's response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. The City reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement of requested commodities and/or services. It is also within the right of the City to reject responses **that do not contain all elements and information requested in this 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.

2.1.7. 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) of Intent to Award (NOIAs) will be posted as referenced in Section 6.9 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**

2.1.8. Assigning of the Contract & Use of Subconsultants

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

Each Bidder shall list all Subconsultants and the work provided by the suppliers in the area provided on the Bid Reply Sheet. The successful Bidder(s) shall provide a listing of all Subconsultants, suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment), other than those identified in the Bid Reply, to the City within ten (10) days after the bid opening. Such list shall be accompanied by an experience statement for each such subconsultant,

supplier, person or organization if requested by City. The City, after due investigation, has reasonable objection to any proposed subconsultant, supplier, other person or organization, may, before the Notice of Award is given, request apparent successful Bidder to submit an acceptable substitute without an increase in Bid price.

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

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

2.1.9. Proposal of Additional Services

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

2.1.10. Protest Process

Proposers should familiarize themselves with the procedures set forth in [City Ordinance Sec. 35.15](#). By submitting a response to this eBid, the Contractor certifies that he is on notice of section 35.15, understands the procedures set forth therein, and acknowledges he is bound by the protest process therein.

2.1.11. Costs for Preparing Responses

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

2.1.12. Public Access to Procurement Records

Solicitation opportunities will be publicly advertised as required by city ordinances and state and federal laws. Any material that is submitted in response to this 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 1.5 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 2.2.3 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 follow 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 1.6). 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. Reviewing, Revising or Withdrawing a Submitted Response

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

1. **PROPOSAL SUBMISSION.** Upload two files, the **Cost Proposal** formatted as instructed in Section 2.2.4 of this document and the **Technical Proposal (Bid Reply)**. All proposals shall be submitted by completing and returning all required documents. All submittals are required to be electronic and be contained in **two (2) files TOTAL**. No hard copies will be accepted.
 - **File #1** – Cost Proposal – Schedule A in **Excel Format only**.
 - **File #2** – Upload the proposal including all **completed required documents**, forms, and supporting documentation in the appropriate tabs onto DemandStar by the due date and time. Please permit adequate time to submit the response. Please note submission is not instantaneous and may be affected by several events, such as the consultant temporarily losing a connection to the Internet.
 - **Enter zero for the cost on DemandStar (if requested) and select the Submit button at the bottom of the page to send the documents. The scoring of the Price Proposal will be revealed after the evaluation of the Technical Proposals.**

Proposal Format - To set the framework for a comparative analysis of all proposals submitted to the City, all proposals must follow a uniform format. Proposals should follow the same order as this RFP. Each response must have a separate tab for each section. Proposal must include the following items as minimum requirements:

Title Page

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

Table of Contents

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

Tab 1 - Cover letter:

Provide a statement indicating the Consultant's desire to be considered for the project signed by a principal of the firm. Include a summary statement explaining how the firm is qualified for the project and detailing the reasons that the firm should be selected. Demonstrate what level of familiarity the firm has with the City of Port St Lucie, including any past community planning projects. Describe the firm's qualifications and experience with Comprehensive Plan projects. Provide an organizational chart for the project listing key staff and/or any sub Consultants expected to work on the project. Include the resumes of all staff who will be involved in this project and identify what role each staff person will play.

Tab 2 - Approach to Plan Development:

Please describe the approach and projected schedule that is proposed for the development of the Comprehensive Plan. This section should include discussion on each of the plan's required elements and/or any other relevant chapters or information that the Consultant deems important.

Tab 3 - Timetable:

Provide a project schedule and identify key tasks and percent completion within each timeframe as well as the corresponding payment schedule. Identify key junctures where meetings would occur and the purpose of the meetings. Note: any draft documents for review at a Comprehensive Plan work meeting or Planning and Zoning Board/City Council meeting must be provided not less than two weeks in advance of the meetings.

Tab 4 - Approach to public outreach and engagement:

Describe your approach to public outreach and engagement. Discuss the types of workshops or public meetings you intend to conduct as part of this master planning process. Explain the types of information gathering tools and techniques you might employ in addition to public workshops and charettes.

Tab 5 - Approach to incorporating existing data:

Please describe your plan to incorporate existing studies and analyses into the Comprehensive Plan project.

Tab 6 - List of similar projects:

In a table format, please provide a list of municipal comprehensive plan update projects undertaken by the Consultant in the past five years, indicate percent completeness of that project, the project lead, and which other team members were assigned to the project.

Please provide two examples of similar comprehensive plans completed by the Consultant for other municipalities. Please provide these examples on a cd in the submittal packet or provide a URL where the plan is available on-line.

Tab 7 – Required Forms

- Consultant’s General Information Worksheet Mandatory Document
- Cone of Silence and Communication (Mandatory Document)
- E-Verify Form (Mandatory Document)
- Non-Collusion Affidavit
- Drug Free Workplace Form
- Vendor Certification Regarding Scrutinized Company’s List
- Contractor’s Code of Ethics (Attachment C)

Tab 8 – Recommended Additional Services:

If there is something that is not included in the scope but in your professional experience should be included, please provide that information and if applicable provide a description and explain the benefit. Provide any anticipated cost on a separate cost proposal form. Do not include anticipated cost in your proposal response.

Cost Proposal

Must be uploaded to DemandStar in a separate file (Attachment A – Cost Proposal). Please provide cost breakdown by phase or task.

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. 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 the contract. To that extent, Contractor shall pay any and all such claims and losses and shall pay any and 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 agreement 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 the contract.

3.2 Standard Insurance Requirements

The Consultant shall on a primary basis and at its sole expense agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by 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, and as may be amended from time to time, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any 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 as may be amended from time to time. Employer's Liability 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 agree to maintain Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

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

3. Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent Consultants and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability, 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, and shall be listed as additional insured and shall include Contract# 20240053 and Consulting Services for Comprehensive Planning & 2026 EAR.**" 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. Copies of the Additional Insured endorsement shall be attached to the Certificate of Insurance.

- a. Business 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.
- b. 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

- c. Waiver of Subrogation: By entering into this Contract, the Consultant agrees to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Consultant shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.
- d. 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 shall be the responsibility of the Consultant to obtain Certificates of Insurance from all independent Consultants and Subconsultants listing the City as an Additional Insured without the language "when required by written contract". If 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

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.

3.3. Proposal Certification

By responding to this solicitation, the Consultant understands and agrees to the following:

1. That this electronically submitted proposal constitutes an offer, which when accepted in writing by the City, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the Consultant and the City; and
2. That the Consultant guarantees and certifies that all items included in the Consultant's response meet or exceed any and all of the solicitation's identified specifications and requirements except as expressly stated otherwise in the Consultant's response; and
3. That the response submitted by the Consultant shall be valid and held open for a period of **one hundred and twenty (120) days** from the final solicitation closing date and that

the Consultant's offer may be held open for a lengthier period of time subject to the Consultant's consent; and

4. That the Consultant's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. Consultant understands and agrees that collusive bidding is a violation of city ordinance, state and federal laws and can result in fines, prison sentences, and civil damage awards.

3.4 eRFP Proposal (Bid) Factors

This section contains the detailed technical requirements and related services for this Sourcing Event. 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 a particular solution a Contractor may have available; rather, the contractors shall propose to meet the City's needs as defined in this eBid. All claims shall be subject to demonstration. Contractors are cautioned that conditional responses/bids, based upon assumptions, may be deemed non-responsive.

Unless requested otherwise, all responses must be provided within the provided forms/Excel worksheets included with this Sourcing Event. Except as otherwise indicated, all requested forms and documents must be submitted electronically via the sourcing tool as an uploaded document to the Contractor's response.

4. 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.

4.1 Introduction

All the items described in this section are service levels and/or terms and conditions the City expects to be satisfied by the selected contractor. Each contractor must indicate its willingness and ability to satisfy these requirements in the Contractor's submitted response.

Unless otherwise specified, references to brand name or trade name/mark products are intended to be descriptive, but not restrictive, and are used to indicate the quality and characteristics of products that may be offered. Other products may be considered for award if such products are clearly identified and are determined by the City to meet its needs in all respects. Each Contractor's response must indicate the brand name and model, or series number of the product offered and include such specifications, catalog pages, or other data that will provide an adequate basis for determining the quality and functional capabilities of the product offered.

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.

4.2. 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

Each Consultant is required to submit a cost proposal as part of its response. By submitting a 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. In the event there is a discrepancy between (1) the Consultant's pricing as quoted on the eRFP's provided Cost Proposal and (2) the Consultant's pricing as quoted by the Consultant in one or more additional documents, the former shall govern; and
7. 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
8. 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
9. Consultant responses requiring prepayment and/or progress payment requirements may be determined non-responsive unless otherwise permitted by the eRFP; and
10. 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; and
11. Unless permitted by the eRFP, responses requiring payment from the City in less than thirty (30) days will be considered non-responsive; and
12. The City is exempt from certain taxes and no provision for such taxes should be included in the Consultant's response.

5.2. Cost Structure and Additional Instructions

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

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

Download, review and complete the Cost Proposal and then upload the Cost Proposal per directions in eRFP.

5.3 Payment by City's Visa Card Program

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

6. Proposal Evaluation, Negotiations and Award

All timely proposals will be evaluated in accordance with the following steps. The objective of the evaluation process is to identify the proposal which represents the best value to the City based on a combination of technical and cost factors. Based on the results of the initial evaluation the City may or may not elect to negotiate technical and/or cost factors as further described in the eRFP. In the event negotiations of the technical and/or cost factors occur, the revised proposals will be reevaluated in accordance with the provisions of Section 6.4 “Scoring Criteria” of this 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 6.9 “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
3. Technical Proposal does not include any pricing from the Cost Proposal

6.2 Evaluating Proposal Factors

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

6.3. Evaluating Cost Proposal

To expedite the evaluation process, the City reserves the right to analyze the cost proposals independently, but at the same time the Evaluation Team is analyzing the technical proposals, provided neither the cost proposals nor the cost analysis is disclosed to the Evaluation Team until the Evaluation Team completes its initial evaluation and scoring of the eRFP Proposal Factors.

6.4 Scoring Criteria

The proposal will be scored in the following manner:

Criteria	Points
Quality of Proposed Plan of Services and understanding of all project components.	Maximum 10
Ability to develop and deliver a robust public participation process to engage the public, partners, and stakeholders, including those least likely to participate.	Maximum 20
Commitment of senior staff to this project to ensure a high-quality process and final product as well as adherence to timelines. Senior staff is defined as someone who has at least 10 years of experience consulting with municipalities on projects of similar size and scope and has taken a leadership role in conducting Comprehensive Plan projects for at least two.	Maximum 40
Strength and credibility of past performance. Satisfaction with working relationship, project management capabilities, and technical expertise as reported by other municipal clients.	Maximum 10
Evaluation of sample Comprehensive Plans completed for other communities submitted electronically with proposal.	Maximum 20

Total	100 points

6.5 Local Preference in Purchasing or Contracting ([Sec. 35.14](#))*

Except where otherwise provided by federal or state law or other funding source restrictions or as otherwise set forth in the purchasing policy. The City of Port St. Lucie shall give preference to local businesses in the following manner:

1. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures for which a request for proposals is developed with evaluation criteria, a local preference of the total score may be assigned as follows:
 - a. Local businesses which meet all of the criteria for a local business as set forth in this section, shall be given a preference in the amount of five percent (5%) of the total score of the local business.
 - b. The City Procurement Management Division shall have the sole discretion to determine if a vendor meets the definition of a "local business."
2. **Limitations:**
 - a. The provisions of this section shall apply only to procurements which are above the formal solicitation threshold as set forth in the City Code and the City of Port St. Lucie Purchasing Manual.
 - b. The provisions of this ordinance shall not apply to any purchase exempted from the provisions of the City of Port St. Lucie Purchasing Manual.
 - c. The provisions of this ordinance shall not apply to contracts made under the [Consultants Competitive Negotiation ACT \(CCNA\), Section 287.055, Florida Statutes](#).

* Please review ([Sec. 35.14](#)) for the full governing ordinance.

6.6. Negotiations of Proposals and/or Cost Factors

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

6.6.1. Overview of Negotiations

After the Evaluation Team has scored the Consultants’ proposals, the City may elect to enter into one or more rounds of 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.

After each round of negotiations (if any), the Consultant must submit revisions to its proposal factors, which revisions will be scored by the Evaluation Team in accordance with the same criteria used to evaluate the initial responses from the Consultants. Consultants may be removed from further participation in the negotiation process in the event the Evaluation Team determines the Consultant cannot be considered responsive and responsible or based on the competitive range as defined in Section 6.6.3 “Competitive Range.”

The City reserves the right to proceed to award without further discussions after receipt of the initial proposals, in which case, negotiations and Proposal Revisions will not be required.

6.6.2. 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 negotiation;
 - b. the anticipated schedule for the negotiation; and
 - c. the procedures to be followed for negotiation.
- 2. Confirmation of Attendance:** Consultants who have been invited to participate in negotiations must confirm attendance.
- 3. Negotiations Round(s):** One or more rounds of negotiations may be conducted with those Consultants identified by the City's Evaluation Team.

6.6.3. Competitive Range

If the City elects to negotiate pursuant to Section 6.7, 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 based on each Consultant's Total Combined Score 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 Combined Score.

6.6.4. Negotiation Round Completion

As part of each round of 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. All revisions received by the due date and time will be evaluated and re-scored by the Evaluation Team in accordance with the same criteria used to evaluate the initial responses from the Consultants. Revisions which are not received prior to the due date and time cannot be considered; however, any Consultant failing to submit timely revisions will not be disqualified from consideration for award based on its final proposal as accepted by the City.

6.7. Selection and Award

The City reserves the right to: (a) waive minor irregularities, variances or non-material defects in a response; (b) reject any and all responses, in whole or in part; (c) request clarifications from Consultants; (d) request resubmissions from all Consultants; (e) award in whole, in part; or by line item and (f) take any other action as permitted by law. The City reserves the right to provide for similar and/or additional services from other companies if the City so deems necessary. If the City elects to exercise this right, the contract awarded under this solicitation shall remain in effect as for to all terms, agreements, and conditions without penalty or

diminution of ongoing services as contained therein. Consultant agrees and understands that any contract awarded pursuant to this solicitation shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services, or award more than one contract under this solicitation, at its sole option.

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

6.8. 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 proposals and related cost information must not be discussed during the oral presentation of the Consultant's technical solution. Nothing in this section shall prohibit the Negotiation Team from discussing both proposal factors and cost information during the negotiation process defined by Section 6.7 "Negotiations of Proposals and/or Cost Factors". Samples of items, when required, must be furnished free of expense and, if not destroyed, will upon request, be returned at the 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.

6.9. Public Award Announcement

The preliminary results of the evaluation will be announced through the public posting of a Notice of Intent to Award by the [City Clerk's Office](#), pending final approval by the City Council at a publicly noticed meeting. 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 35.15. 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 NOTICE OF THE NOIA POSTING.

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 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 of time 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: The Project Manager

9. List of eRFP Attachments

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

- PSL eRFP (this document)
- PSL Sample Contract Agreement (Attachment B)

Required Forms

- Cost Proposal (Attachment A)
- Consultant’s General Information Worksheet (Attachment C)
- Cone of Silence and Communication (Attachment C)
- E-Verify Form (Attachment C)
- Non-Collusion Affidavit (Attachment C)
- Drug Free Workplace Form (Attachment C)
- Vendor Certification Regarding Scrutinized Companies (Attachment C)
- Contractor’s Code of Ethics (Attachment C)