



"A City for All Ages"

City of Port St. Lucie

Electronic Request for Proposals ("eRFP")-CCNA

Event Name: Design, Permitting, and Final Plan services to construct the Bayshore Blvd Multimodal Corridor Improvements Project

eRFP (Event) Number: 20230118

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 **Design, Permitting, and Final Plan services to construct the Bayshore Blvd Multimodal Corridor Improvements Project** to the City of Port St. Lucie (hereinafter, "City") as further described in this eRFP.

A descriptive overview of the City can be found at <https://www.cityofpsl.com/discover-us/about-psl> . Please visit the City's website to familiarize yourself with how our city is structured and operates. Please contact the Issuing Officer with any questions.

1.2. Restrictions on Communicating with Staff

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

1.3. eRFP Scope of Work

The City seeks a consultant to provide field survey, design, and permitting services for complete street and mobility improvements to NW Bayshore Boulevard between Prima Vista Boulevard and NW Selvitz Road. Proposed improvements may include, but are not limited to, the following:

- Full Depth Reclamation (FDR) and widening of approximately 6,100 LF of existing roadway.
- Construction of a Roundabout at NW Bayshore Blvd. and NW Floresta Dr.
- Construction of approximately 6,700 LF of 8' wide concrete sidewalk on the west side of NW Bayshore Boulevard from Prima Vista Blvd. to NW Selvitz Rd.
- Construction of pedestrian crossings and connections at the NW Selvitz Rd. Roundabout

PROJECT DESIGN TASKS

Engineering Design and Surveying services will be performed in the following order:

TASK 1: RESEARCH

Tasks (1A - 1C) will include acquisition of all research information necessary to complete the design and permitting of the facilities. This research will include obtaining all the necessary field survey data, utility information, geotechnical data, and environmental information. This phase will include analysis of the roadway typical section, roadway geometry, access management, conceptual stormwater management system design, drainage area maps, and coordination with utility operators and permitting agencies. The roadway alignment, and typical section shall also be developed during this phase.

TASK 1-A: SURVEY

The engineer will supplement the City's existing base map and perform the following tasks:

Design Survey Limits: Prima Vista Blvd. to NW Selvitz Rd.

1. Obtain City Records, plats, and right-of-way maps; provided by the City.

Establish Horizontal/Vertical Control and Baseline of Survey

1. Site reconnaissance - locate all pertinent right-of-way monumentation along NW Bayshore Blvd.
2. Establish horizontal control tied to the Florida State Plane Coordination System.
3. Bench run - Establish vertical control network.
4. Establish existing right-of-way lines for NW Bayshore Blvd. and adjacent side streets. Right-of-way will be based upon current City right-of-way maps and existing plat information (provided by the City).
5. Establish the baseline of survey for NW Bayshore Blvd.

DTM/Topographic Survey

1. Perform a DTM (digital terrain model) survey along Bayshore Blvd. to approximately 20' past the existing r/w.
2. Perform DTM survey along each side street for 150' from the right of way line of Bayshore Blvd. Side Street DTM will extend 20' past the existing right of way.
3. Perform a 2D topographic survey within the DTM limits.
4. Perform Drainage survey for the DTM limits, including grate, inverts, and sizes of pipes.
5. Existing irrigation/sprinkler systems are not included in the survey.

Utility Designation/Location

1. Perform utility locates (test holes) on conflicts identified by the engineer. This scope of work includes 100 test holes.

Environmental Survey

1. The engineer will conduct an environmental survey of the right-of-way corridor and determine, delineate, and evaluate any visual environmental issues.

Construction/Project Control **shall be provided by the engineer.**

Provide a project control sheet depicting in plan view the baseline of survey as well as all horizontal and vertical control established for this project. The sheet will include

northings and eastings for the baseline of survey as well as northings, eastings, elevations, and descriptions for the project control.

Deliverables - shall be provided by the engineer.

The engineer shall provide all field notes, ASCII computer files of reduced survey data and an AutoCAD (digital) drawing showing topographic features.

TASK 1-B: GEOTECHNICAL

City to supply Geotechnical Engineering Services Report dated March 23, 2023, which was provided by Radise International at the request of the City. The engineer shall provide any additional Geotechnical Engineering services as needed, for the overall design and construction of the roadway.

TASK 1-C: TECHNICAL DESIGN MEMORANDUM

The engineer shall submit a Technical Design Memorandum to the city. The memo shall outline all proposed design standards to be used by the engineer. The memo will be based on the city's Engineering Standards for Land Development, which in turn reference Florida Department of Transportation (FDOT) Green Book Standards. The engineer shall obtain city approval for any suggested deviations from this memo.

TASK 1-D: Feasibility Study

The Engineer shall complete a widening feasibility study for the proposed corridor improvements. The feasibility study must include but shall not be limited to the following:

1. Collection and review of existing data and reports.
2. Field review including queues and dominant movements, noting potential issues in operations or safety.
3. Operational analyses including Existing Conditions Analysis and Build Scenario Analysis.
4. Safety analysis including a summary and review of crashes and development of potential safety improvements for mitigation.
5. Study documentation and revision including a draft report for review and approval, a final report with revisions based on City of Port St. Lucie comments, and any supporting documentation.
6. Study results meeting.
7. Final recommendation meeting.

Tasks 2 – 7: FINAL DESIGN

In these tasks, the engineer will prepare final construction plans and contract documents to include final quantities and technical specifications. This includes final roadway, drainage, lighting, landscaping, irrigation, pavement marking, signing, probable construction cost estimates, and technical specifications for all aspects of the proposed work (for inclusion into city proposal package), table of pay items, units and estimated quantities. The engineer will also complete all necessary permitting activities and all post-design services This phase will be completed in tasks 2 to 7, as follows:

TASK 2: **30% Design** - Design Plans will illustrate roadway detail of horizontal and vertical alignments on the Roadway Plan/Profile Sheets. The engineer shall analyze and document Roadway Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums. The engineer shall design the geometrics using the design standards that are most appropriate with proper consideration given to the design traffic volumes, design speed, capacity and levels of service, functional classification, adjacent land use, design consistency and driver expectancy, aesthetics, pedestrian and bicycle concerns, ADA requirements, elder road user policy, access management and scope of work. This phase will include the preliminary layout of the stormwater management system.

Typical Sections & Pavement Design - will be developed by the engineer and approved by the city. The engineer will develop a typical section package. The typical sections will consider existing data, pedestrian, bicyclist, and drainage needs.

Utility Coordination - After city approval of the recommended typical section, a copy of that section along with plan sheets depicting road right-of-way shall be submitted to all affected utility companies and the city for marking their existing and proposed utilities. All existing and proposed utilities shall be shown on the construction plans.

Preliminary Drainage - The engineer shall perform preliminary Stormwater design calculations to determine water quality and quantity requirements for the project. The drainage analysis will be for the roadway's drainage system alone, not for any basin wide problems. The engineer will maximize the use of the existing outfall areas along the corridor, where possible, to increase cost savings to the city. A maximum of two (2) drainage solutions will be considered. The engineer shall conduct pre-application meetings with SFWMD and the City. Additionally, the engineer shall make applications for permits to the previously mentioned agencies.

The 30% Design Deliverables *will include but not be limited to the following plans and plan sheets:*

1. Roadway Plans

- Cover Sheet
- Key Map
- Horizontal Control Plan
- Typical Section & Notes
- Existing Plan / Profile Sheets (11" x 17")
- Preliminary Plan / Profile Sheets (11" x 17")
- Side Street Improvements required by the Bayshore Blvd. Improvements
- Special Profiles
- Existing Cross-Section Sheets

TASK 3: **Preparation of 60% Design Plans** will illustrate the following: preliminary Plan/Profile Sheets, pavement markings, signage, preliminary signal design, cross-section details, and roadway Stormwater design information. The utility adjustment sheets will be completed. Preliminary lighting plan and signing and marking plans will be prepared. At completion of this phase, if required, the South Florida Water Management District (SFWMD) Environmental Resources Permit (ERP) and Water Use permit will be submitted. During this phase, a Conceptual/ Preliminary Design Public Meeting will be

held to solicit public input. The engineer will coordinate the public information meeting. The engineer will prepare and mail all notices to residents and commercial property owners (mailing cost is a reimbursable expense). Engineer will participate in one (1) public meeting related to this project.

Permitting – The engineer will conduct pre-application meetings, jurisdictional determinations, and make application for permits authorizing activities associated with the Bayshore Blvd. improvements. The engineer will process the permits on behalf of the City and seek to obtain the permits expeditiously.

The 60% design deliverables will include but not be limited to the following plans and plan sheets:

1. Roadway Plans:

- Cover Sheet
- Key Map
- Drainage Maps
- Horizontal Control Plan
- Typical Section & Notes
- Summary of Quantities
- Plan / Profile Sheets (11"x 17")
- Side Street Improvements required by the Bayshore Blvd. Improvements
- Special Profiles
- Cross-Section Sheets
- Preliminary Maintenance of Traffic

2. Signing & Marking Plans:

- Tabulation of Quantities
- General Notes
- Preliminary Signing and Marking Plans (11"x 17")
- Details

3. Lighting Plans:

- Tabulation of Quantities
- General Notes
- Preliminary Lighting Plans (11"x 17")
- Details

4. Stormwater Pollution Prevention Plans

5. Landscape Plans

6. Irrigation Plans

TASK 4: **Preparation of 90% Design Plans** will include final roadway and drainage construction plans ready for bidding. The plans will include the final lighting, utility adjustment, stormwater pollution plan and preliminary quantities.

The 90% design deliverables will include but not be limited to the following plans and plan sheets:

1. Roadway Plans:

- Key map
- Drainage Maps
- Horizontal control plan
- Typical Section & Notes
- Summary of Quantities
- Plan / Profiles (11"x 17")
- Side Street Improvements required by the Bayshore Blvd. Improvements
- Special Profiles
- Miscellaneous Construction Details
- Maintenance of Traffic/Temporary Traffic Control Plan
- Cross-Section Sheets

2. Signing & Marking Plans:

- General Notes
- Signing and Marking Plans (11"x 17")
- Details

3. Lighting Plans:

- Tabulation of Quantities
- General Notes
- Lighting Plans (11"x 17")
- Details

4. Stormwater Pollution Prevention Plan

5. Landscape Plans

6. Irrigation Plans

TASK 5:

100% Design Plans will include complete design, permitting, utility company, and City Staff comments related to the proposed construction. This phase will include preparation of contract documents, which will include final quantities and technical specifications. This phase will also include pursuing all permits to completion.

The 100% design deliverables will include but not be limited to the following plans and plan sheets:

1. Roadway Plans:

- Key map
- Drainage Maps
- Horizontal control plan
- Typical Section & Notes
- Summary of Quantities
- Plan / Profiles (11"x 17")
- Side Street Improvements required by the Bayshore Blvd. Improvements
- Special Profiles
- Miscellaneous Construction Details

- Maintenance of Traffic/Temporary Traffic Control Plan
- Cross-Section Sheets

2. Signing & Marking Plans:

- General Notes
- Signing and Marking Plans (11"x 17")
- Details

3. Lighting Plans:

- Tabulation of Quantities
- General Notes
- Lighting Plans (11"x 17")
- Details

4. Stormwater Pollution Prevention Plan

5. Landscape Plans

6. Irrigation Plans

TASK 6:

Utility Relocation Design – The engineer will provide engineering design services for relocating the water main and sewer main to accommodate the future widening of the roadway. The engineer will prepare drawings and specifications depicting the proposed water main and low-pressure force main relocation in accordance with FDOT and City of Port St. Lucie standards. Plan and profile utility sheets will be prepared based upon the contract roadway and drainage plans. Utility adjustments for both the water and the low-pressure force main will include relocation of the pipelines within the project corridor.

Due to the proposed median, new fire hydrants will be placed on both sides of the roadway. Detail engineering sheets for water and sewer improvements will be prepared based upon City of Port St. Lucie and FDOT standards. The engineer will provide a summary of pay items and summary of quantities for the proposed utility work to be inserted into contract drawings based upon City of Port St. Lucie guidelines.

Utility Relocation Permitting – The engineer shall prepare permit applications for construction of the water and sewer improvements for submittal to the Florida Department of Environmental Protection (for mains larger than twelve (12") inches) and the City of Port St. Lucie (for mains twelve (12") inches or smaller) at the same time as the 90% design submittal. Permit fees are not included and will be paid by the City.

The engineer will submit permits to and respond to requests for information (RFIs) for the following permits:

1. Florida Department of Environmental Protection "Notice of Intent to Use the General Permit for Construction of Water Main Extensions for PWSs", DEP Form 62-555.900(7) Alternate
2. City of Port St. Lucie Utility Systems Department "Application for Permit to Construct a Domestic Wastewater Collection/Transmission System"

Plans – 60%, 90%, and 100% design deliverables will include the following:

1. Engineering plans, technical specifications including measuring and basis of payment, specifications, and cost estimates
2. Conflict Analysis against Roadway design plans
3. Bid Documents, Non-Standard specs and Standard CPSL specs
4. Final Electronic Delivery Documents
5. 100% design plans are Signed and Sealed and ready for bidding

TASK 7: **Post-Design Services** include, but are not limited to, preparation of the construction specifications, attendance of a pre-bid meeting, answering questions regarding the Construction Plans or technical aspects of bid documents during the bid process, attendance of a pre-construction meeting and progress meetings, as needed, and resolution of design issues identified in the field during construction.

1.4. Overview of the eRFP Process

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

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

1.5. Schedule of Events <https://rfx.ebreviate.com/rfx/controller/waf.sendLastPage?responseId=13>

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
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.6.	March 17, 2024	3:00 PM
Collective responses to Written Questions by City Issued Addendum	March 24, 2024	3:00 PM
Proposals Due/Close Date and Time	April 8, 2024	3:00 PM
Initial Evaluation Committee Meeting to Review Scored Proposals	TBD	TBD

1.6. Official Issuing Officer (Procuring Agent)
Keith Stewart, NIGP-CPP, CPPO, Procurement Manager
KStewart@CITYOFPSL.COM

1.7. Definition of Terms

Please review the following terms:

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

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

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

City Representative – a professional engineer employed by the City Utility Systems Department.

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

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

Procurement Management Division (PMD) - The City department that is responsible for buying, purchasing, renting, leasing or otherwise obtaining any supplies, services, professional services, construction, or any other item(s).

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

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

Sourcing Platform- [DemandStar](#)

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

1.8. Contract Term

The initial term of the contract(s) is for 240 days from the execution date of the purchase order. In the event that the contract(s), if any, resulting from the award of this eRFP shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified products and/or services, the City may, with the written consent of the awarded contractor(s), extend the contract(s) for such period of time as may be necessary to permit the City’s continued supply of the identified products and/or services. The contract(s) may be amended in writing from time to time by mutual consent of the parties. Unless this eRFP states otherwise, the resulting award of the contract(s) does not guarantee volume or a commitment of funds.

2. Instructions to Bidders/Proposers

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

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

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

2.1.1. General Information and Instructions

2.1.1.1. Familiarity with Laws and Regulations

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

2.1.2. 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 contractors must submit questions by the deadline identified in the Schedule of Events for submitting questions. Contractors are cautioned that the City may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section. All questions about this eRFP must be submitted in the following format:

Company Name

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

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

2.1.3. Attending Pre-Proposal Conference – N/A

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

2.1.4. The City’s Right to Request Additional Information – Contractor’s Responsibility

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

2.1.5. Failing to Comply with Submission Instructions

Responses received after the identified due date and time or submitted by any other means than those expressly permitted by the eRFP will not be considered. Contractors’ 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 contractor’s response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. The City reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement of requested commodities and/or services. It is also within the right of the City to reject responses **that do not contain all elements and information requested in this eRFP**. A contractor’s response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the eRFP requirements, which determination will be made by the City on a case-by-case basis.

NOTE: The City reserves the right to reject the Bid of any Contractor 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 contractor shall be deemed to have accepted all terms and agreed to all requirements of the eRFP (including any revisions/additions made in writing prior to the close of the eRFP whether or not such revision occurred prior to the time the contractor submitted its response) unless expressly stated otherwise in the contractor's response. **THEREFORE, EACH CONTRACTOR IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED eRFP AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE CONTRACTOR'S RESPONSE PRIOR TO THE CLOSE OF THE eRFP.** All Notice(s) to Proceed with Negotiations with the Top Three Highest Scoring Contractors and Intent to Award (NOIAs) will be posted as referenced in Section 6.7 of this document. **Contractors are encouraged to frequently check the solicitation documentations and embedded URLs for additional information. Finally, the City reserves the right to amend or cancel this eRFP at any time**

2.1.8. Assigning of the Contract & Use of Subcontractors

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

Each Bidder shall list all subcontractors 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 subcontractors, 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 subcontractor, supplier, person or organization if requested by City. The City, after due investigation, has reasonable objection to any proposed subcontractor, 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 subcontractors, 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 subcontractor, 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 Contractor enters into with respect to performance of obligations or work assigned under the Contract shall in any way relieve Contractor of any responsibility, obligation or liability under this Contract and for the acts and omissions of all Subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Contract shall also apply to the Subcontractors. Any contract with a Subcontractor must also preserve the rights of

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

2.1.9. Proposal of Addition Services

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

2.1.10. Protest Process

Proposers should familiarize themselves with the procedures set forth in [City Ordinance 20-15 Sec. 35.15](#). By submitting a response to this eRFP, 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 Contractor's response should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the response and participating in the procurement process (including the protest process) is the sole responsibility of the contractor. The City will not provide reimbursement for such costs.

2.1.12. 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 contractor is marked as "confidential", "proprietary", etc., the City will make a determination regarding what information may or may not be withheld from disclosure pursuant to Florida law. Contractors should review [Chapter 119 of the Florida Statutes](#) for all updates before requesting exemptions from Florida Statutes Chapter 119.

2.2. Submittal Instructions

Submittal Instructions to DemandStar

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

2.2.1. eRFP Released

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

2.2.2. eRFP Review

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

Please carefully review all information contained in the Event, including all documents available as attachments or available through links. Any difficulty accessing the Event or opening provided links or documents should be reported immediately to the Issuing Officer (See Section 1.6).

2.2.3. Reviewing, Revising or Withdrawing a Submitted Response

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

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

2.2.4 Proposal Format / Evaluation Criteria

Instructions to Respondents

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

Proposals must include the following information:

Title Page

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

Table of Contents

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

Tab 1 – Firms Qualifications

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

Tab 2 – Personnel & Expérience and Knowledge

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

Tab 3 – Methodology/Approach

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

Tab 4 – Certified Minority Business Enterprise

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

Tab 5 – Additional Required Proposal Submittal Forms

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

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

3. General Insurance, Bonding and Permit Requirements

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

3.1. Indemnification/Hold Harmless

Contractor agrees to indemnify, defend, and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses, and expenses including, but not limited to, attorney's fees for personal, economic, or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of Contractor, agents, laborers, subcontractors or other personnel entity acting under Contractor control in connection with the Contractor's performance of services under 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 the Consultant are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

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

1. Workers' Compensation Insurance & Employer's Liability: The Consultant shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes, and as may be amended from time to time. Employers' Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, and \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis. Should scope of work performed by the Consultant qualify it employee for benefits under Federal Workers' Compensation Statute (for example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

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

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

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

Except as to Workers' Compensation and Employers' Liability Insurance, and Professional Liability Insurance, Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured for Commercial General Liability and Business Auto policies. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be listed as additional insured, and include Contract #20230118 – Design, Permitting, and Final Plan services to construct the Bayshore Blvd Multimodal Corridor Improvements Project.**" Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to the City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Consultant shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City.

4. Business Automobile Liability Insurance: The Consultant shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Consultant does not own any automobiles, the Business Auto Liability requirement shall be amended allowing Consultant to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage shall apply on a primary and non-contributory basis.
5. Professional Liability Insurance: Consultant shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, the City reserves the right, but is not obligated, to review and request a copy of Consultant's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, Consultant warrants the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Consultant shall agree to purchase a SERP with a minimum reporting period not less than four (4) years.
6. Waiver of Subrogation: By entering into this Contract, the Consultant agrees to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Consultant shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

7. **Deductibles:** All deductible amounts shall be paid for and be the responsibility of the Consultant for any and all claims under this Contract. Where an SIR or deductible exceeds \$5,000, the City reserves the right, but is not obligated, to review and request a copy of the bidder's most recent annual report or audited financial statement.

It shall be the responsibility of the Consultant to ensure that all independent consultants and/or sub-consultants comply with the same insurance requirements referenced herein. It shall be the responsibility of the consultant to obtain Certificates of Insurance from all independent consultants and subconsultants listing the City as an Additional Insured without the language "when required by written contract". If the Consultant, independent consultant and/or subconsultant maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the consultant/independent consultant/subconsultant.

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

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

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

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

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

4. Proposal Evaluation, Negotiations and Award

All timely proposals will be evaluated in accordance with the following steps. Based on the results of the initial evaluation the City may or may not elect to negotiate technical factors as further described in the eRFP. Once the evaluation process has been completed (and any negotiations the City desires to conduct have occurred), the apparent successful contractor(s) will be required to enter into discussions with the City to resolve any exceptions to the City's contract. The City will announce the results of the eRFP as described further in Section 6.7 "Public Award Announcement" of this eRFP.

4.1. Administrative/Preliminary Review

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

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

4.2. Evaluating Proposal Factors

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

4.2.1. Review of Proposals

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

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

4.3. Scoring Criteria

<https://rfx.ebreviate.com/rfx/controller/waf.sendLastPage?responseId=13>The proposal will be scored in the following manner:

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

4.4. Negotiations of Proposals and/or Cost Factors

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

4.4.1. Overview of Negotiations

After the Evaluation Team has scored the contractors’ proposals, the City may elect to enter into negotiations with all responsive and responsible contractors or only those contractors identified by the Evaluation Team as being in the competitive range. The competitive range will not be selected arbitrarily, and those contractors included in the competitive range must have highly scored proposals. The City shall negotiate a contract with the highest scored firm(s) to a compensation, which is fair, competitive and reasonable. Should negotiations with the highest scored firm fail, the City shall terminate negotiations with the highest scored firm and shall begin with the next highest ranked firm. This process will continue by negotiating with the next highest ranked firm until an agreement is reached, there are not qualified firms remaining, or the eRFP has been cancelled.

4.4.2. Negotiation Instructions

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

- 1. Negotiation Invitation:** Those contractors identified by the Evaluation Committee to negotiate will be notified and invited to attend negotiations. Contractors will be notified in writing:
 - a. the general purpose and scope of the negotiations;
 - b. the anticipated schedule for the negotiations; and
 - c. the procedures to be followed for negotiations.

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

4.4.3. Competitive Range

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

4.4.4. Negotiation Round Completion

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

4.5. Selection and Award

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

4.6. Site Visits, Samples, and Oral Presentations

The City reserves the right to conduct site visits or to invite contractors to present their proposal factors/technical solutions to the Evaluation Team. Unless prohibited by federal, state, county, or local laws and/or ordinances, all Contractor requested presentations shall be performed in an in-person meeting. An oral presentation or product demonstration is not a negotiation and Contractors are not permitted to revise their responses as part of the presentation and/or demonstration. Cost proposals and related cost information must not be discussed during the oral presentation of the contractor's technical solution. Nothing in this section shall prohibit the Negotiation Team from discussing both proposal factors and cost information during the negotiation process defined by Section 6.6 "Negotiations of Proposals and/or Cost Factors". Samples of items, when required, must be furnished free of expense and, if not destroyed, will upon request, be returned at the Contractor's expense. Request for the return of samples must be made within thirty (30) days following opening of proposals. Each individual sample must be labeled with Contractor's name, eRFP number, and item number. Failure of Contractor to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the eRFP. Unless otherwise indicated, samples should be delivered to the Procurement Management Department.

4.7. Public Award Announcement

The preliminary results of the evaluation will be announced through the public posting of either a Notice to Proceed Negotiation with Consultant(s) or a Notice of Intent to Award by the [City Clerk's Office](#). The Notice of Intent to Award ("NOIA") is not notice of an actual contract award; instead, the NOIA is notice of the City's expected contract award(s) pending resolution of the protest process period pursuant to City Code of Ordinances, Section 35.14. The NOIA (if any) will identify the apparent successful contractor(s), unsuccessful contractor(s), and the reasons why any unsuccessful contractors were not selected for contract award. NO CONTRACTOR SHOULD ASSUME PERSONAL NOTICE OF THE NOTICE OF INTENT TO AWARD ("NOIA") WILL BE PROVIDED BY THE CITY. INSTEAD, ALL CONTRACTORS SHOULD FREQUENTLY CHECK [THE CITY CLERK'S WEBSITE](#) FOR THE POSTING OF THE NOTICE TO PROCEED NEGOTIATION WITH CONSULTANT(S) AND/OR THE NOIA.

5. Payment

To ensure proper payment the awarded Contractor must:

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

Payment by City's Visa Card Program

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

6. Contract Terms and Conditions

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

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

Exception to Contract

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

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

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

Order of Preference

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

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

7. 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 Document (this document)

Project Related Attachments:

- Attachment A – PSL Sample Contract Agreement

Attachment B – Required Forms

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

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



Solicitation Addendum Form

Solicitation Number: #20230118	Solicitation Title: Request for Professional Engineering Services Design of NW Bayshore Boulevard Multimodal Corridor Improvements
Issuing Officer: Keith Stewart	Solicitation Initially Posted to Internet: See DemandStar
eMail Address:	Telephone: 772- 344-4068
Addendum Number: 1	Date: 3/27/2024

Note: In the event of a conflict between previously released information and the information contained herein, the latter shall control.

1. Will this corridor be widened to 4 or 6 lanes, and will it require a median, and/ or bike lanes?

Response: Improvements to the corridor will be determined based on Task 1D (Widening Feasibility Study). As identified in the city's mobility plan, the improvements in the roadway are expected to be no greater than a 4-lane divided roadway and no less than shoulder widening to accommodate bicycle lanes.

2. Does the right-of-way (ROW) need to be acquired for the 4 or 6-lane roadway?

Response: No, the right-of-way ROW acquisition is expected for this project.

3. Does the City want Radise to continue the Geotech services or can another local Geotech firm be used?

Response: The Geotech firm used is up to the discretion of the proposer.

4. Could the City provide the funding source for this project? Further, will there be a need for grant funding assistance?

Response: The funding source for design of this project is an internal city allocation (Road and Bridge CIP). At this time, no grant-funding assistance will be needed.



5. Has any public Involvement been performed along this corridor specifically addressing FDR, roundabout installation, driveway replacement?

Response: Public Involvement will take place during the design phase of this project.

6. Can the city provide the anticipated proposed widening section for this corridor?

Response: Improvements to the corridor will be determined based on Task 1D (Widening Feasibility Study). As identified in the city's mobility plan, the improvements in the roadway are expected to be no greater than a 4-lane divided roadway and no less than shoulder widening to accommodate bicycle lanes.

7. I do not see NW Bayshore Blvd on the sidewalk Master Plan.

A. Is the sidewalk funded?

Response: The funding source for design of this project is an internal city allocation (Road and Bridge CIP).

B. Is grant acquisition/management required?

Response: At this time, no grant-funding assistance will be needed.

8. Tab 4 – Does this only apply to MBE? Or is WBE and SBE Considered

Response: Tab 4 applies to MBE

Please let us know of any questions.

Cordially,

CONTRACTOR'S GENERAL INFORMATION WORK SHEET
E-RFP #20230118

It is understood and agreed that the following information is to be used by the City to determine the qualifications of prospective Contractor 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 Contractor.

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

Dated at _____, this _____ day of _____, 2023
 (Location)

Name of Organization/Contractor: _____

By: _____
 Name and Title

1. Corporation, Partnership, Joint Venture, Individual or other? _____

2. Firm's name and main office address, telephone, and fax numbers

Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

3. Contact person: _____ Email: _____

4. Firm's previous names (if any). _____

5. How many years has your organization been in business? _____

6. Is the firm claiming Local Preference under City Ordinance 35.12? YES / NO

7. **ADDENDUM ACKNOWLEDGMENT** - Bidder acknowledges that the following addenda have been received and are included in its proposal/bid:

Addendum Number	Date Issued	Addendum Number	Date Issued

8. Has the Contractor or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

Yes ()

No ()

If yes, please explain:

9. 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 - insert lines if needed)

10. List any judgments from lawsuits in the last five (5) years:

(N/A is not an acceptable answer - insert lines if needed)

11. List any criminal violations and/or convictions of the Proposer and/or any of its principals:

(N/A is not an acceptable answer - insert lines if needed)

Signature

Title

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 Nadia Tourjee, Issuing Officer, for the procurement of these services.

All questions regarding this Solicitation are to be submitted in writing to Keith Stewart, Procurement Manager with the Procurement Management Department via e-mai: kstewart@cityofpsl.com, or by phone 772-344-4055 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: _____



DRUG-FREE WORKPLACE FORM
E-RFP #20230118

The undersigned vendor 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.

Contractor's Signature

Date

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LISTS

Vendor Name: _____
Vendor FEIN: _____
Authorized Representative's Name: _____
Authorized Representative's Title: _____
Address: _____
City, State and Zip Code: _____
Phone Number: _____
Email Address: _____

Sections 287.135 and 215.473, Florida Statutes, prohibit Florida municipalities 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 to engage in any Business operations with Cuba or Syria. Sections 287.135 and 215.4725 also prohibit Florida municipalities from contracting with companies, for goods or services in any amount that are on the list of Scrutinized Companies that Boycott Israel.

The list of "Scrutinized Companies" is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of "Scrutinized Companies" can be found at the following link:
<https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates/QuarterlyReports.aspx>

As the person authorized to sign on behalf of the Respondent Vendor, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not participating in a boycott of Israel; and does not have any business operations with Cuba or Syria. I understand that pursuant to Sections 287.135 and 215.473, Florida Statutes, the submission of a false certification may subject the Respondent Vendor to civil penalties, attorney's fees, and/or costs.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services in any amount of monies, it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Authorized Signature

Print Name

Signature



TRUTH-IN-NEGOTIATION CERTIFICATE

RFP- # 20230118

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 _____ (Name of County), _____ (State) last aforesaid this ____ day of _____, 20____.

(SEAL)

Signature

Notary Name (typed or printed)

Notary Name (signed)



e-BID #20230118

CONTRACTOR'S CODE OF ETHICS

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

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

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

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

Name of Organization/Proposer _____

Signature _____

Printed Name and Title _____

Date _____

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



PORT ST. LUCIE
HEART OF THE TREASURE COAST

NON-COLLUSION AFFIDAVIT
EBID#20230118

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) _____

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: _____



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.
3. The Contractor hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. The Contractor further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095 Florida Statutes, during the term of this contract and all attributed renewals.
4. The Contractor hereby warrants that it has not had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this contract. If the Contractor has a contract terminated by a public employer for any such violation during the term of this contract, it must provide immediate notice thereof to the City.

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: _____