

20250016



**CONTRACTOR'S GENERAL INFORMATION WORK SHEET / QUESTIONNAIRE
eBID**

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 Tampa, FL, this 6th day of December 2024
(Location)

Name of Organization/Contractor: MGT Impact Solutions, LLC

By: Robert Holloway, Senior Vice President
Name and Title

1. Corporation, Partnership, Joint Venture, Individual or other? LLC (Limited Liability Company)

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

Name: MGT Impact Solutions, LLC

Address: 4320 West Kennedy Boulevard, Ste 200, Tampa, Florida 33609

Telephone Number: 888.302.0899

Fax Number: N/A

3. Contact person: Patrick J. Dyer Email: contracts@mgt.us

4. Firm's previous names (if any). MGT of America, Inc; MGT of America Consulting, LLC

5. How many years has your organization been in business? 50 Years

6. Total number of staff at this location: 61 Total number of staff on the Treasure Coast: 0

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7. Is the Firm a minority business: YES / NO Type text here

If no, is your company planning to implement such a program? No

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

- 9.
- All associated fees are to be included in the base bid.
 - All work shall be done in the strict compliance with ALL Federal , State and Local Agencies “ Rules and Regulations”.
 - The Contractor must have all required licenses and certifications necessary to perform this work
 - The approved licenses for this work include a State of Florida General Contractors License.

10. **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

11. **BID RESPONSE:**

11.1 Bidder ~~will~~ will not accept the Purchasing Card (Visa).
(please circle one)

11.2 Percentage of discount when payment is made with Visa: _____%
*Please Note: The City has implemented a **Purchasing Card Program**. The Bidder can take advantage of this project and in consideration receive payment within several days instead of the City’s payment policy. Any percentage off the bid price for the acceptance of Visa will be consideration in the bid award. If no such percentage is given, the City shall assume zero (0) percent discount applies.*

11.3 Bid Reply Total from Cost Worksheet – Schedule “A”: \$ _____
(This figure must match the Cost Worksheet and the figure that is to be used on the Opengov web page. Discrepancies between the Cost Worksheet spreadsheet uploaded on Opengov, the dollar amount listed on the web page at the time of submittal and the Cost Work Sheet #20250016 uploaded on Opengov will be resolved in favor of the Cost Worksheet – Schedule “A” that is uploaded at time of submittal.)

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Bidders are cautioned that the anticipated quantities used for this computation will be estimates. The City makes no guarantee as to the actual quantity that will be utilized during the Contract period. A unit price for each item shall be offered shall be shown, and such price shall include packing and shipping unless otherwise specified. A total shall be entered in the "Total" column for each separate item. In case of discrepancy between the unit price and the extended price, the unit price will supersede. The total amount shall be entered on line 11.3 above and entered on the Opengov web page. The City reserves the right to split the award, if in the City's opinion such a split is in the best interest of the City.

Interpretation of the Approximate Quantities - The Bidder's attention is called to the fact that any estimate of quantities of work to be done and materials to be furnished under the specifications as shown on the proposed form (or elsewhere) is approximate only and not guaranteed by the City. The City does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities or of the character, location of the work, or other condition pertaining thereto.

- 12. List five (5) Projects for government organizations similar to this project completed by your firm in the last 5 years along with a brief description of project, location of project, clients name, phone number, email, value of contract, your firm's percentage of the total contract value as well as the number of change orders and the total change order value.

DO NOT USE the City of Port St Lucie as a reference.

Project Number 1

Project Name: User Fee Study

Description: MGT prepared a citywide cost of service study

Location: 1825 Hendry St., Ft. Myers, FL 33901

Client Name and Phone Number: City of Fort Myers

Email: sbelden@cityftmyers.com

Value of Total Contract: \$73,715

Date of Completion: 2017 and 2018

Firm's Percentage of Total Contract: 100%

Number of Change Orders: N/A

Value of Change Orders: N/A

Was Project Completed on Schedule: Yes

Was Project Completed within Budget? Yes

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Project Number 2

Project Name: User Fee Study

Description: Building and Permits User Fee Study

Location: Charlotte County Building Construction Division
E. Jay Carlson Community Development Building
18400 Murdock Circle | Port Charlotte, FL 33948-1074

Client Name and Phone Number: Lee County (941) 743-1314

Email: Shawn.McNulty@charlottecountyfl.gov

Value of Total Contract: \$44,700

Date of Completion: 2020

Firm's Percentage of Total Contract: 100%

Number of Change Orders: N/A

Value of Change Orders: N/A

Was Project Completed on Schedule: Yes

Was Project Completed within Budget? Yes

Project Number 3

Project Name: User Fee Study

Description: 1. Land development permit fee study.
2. Process and operations improvement of land development.
3. Planning Commission fee study.
4. "Map and Gap" review of agencies reviewing permits.

Location:
601 E. Kennedy Blvd., 19th Floor | Tampa, FL 33602

Client Name and Phone Number: Hillsborough County 813.307.3435

Email: fernandezjr@hillsboroughcounty.org

Value of Total Contract: \$345,693

Date of Completion: 2018-2019

Firm's Percentage of Total Contract: 100%

Number of Change Orders: N/A

Value of Change Orders: N/A

Was Project Completed on Schedule: Yes

Was Project Completed within Budget? Yes

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13. How will the Contractor be able to meet the project timeline and budget given the current workload, materials, work force and equipment?

MGT has the financial capacity to undertake and complete a project of this scope. MGT has been in continuous business since 1974 and has the necessary financial ability to perform the functions required by this RFP and to provide the services represented in this response. MGT does not anticipate any organizational changes that may impede our ability to complete any future projects. We have over 50 years of experience in providing sound, practical, implementable solutions to state and local governments around the country. In addition, MGT has not been involved in any litigation or court proceedings whereby a court or any other administrative agency has ruled against MGT in any matter related to the professional activities of our firm. MGT is fully bondable, and a copy of financial statements is available upon request.

14. Has the Contractor or any principals of the applicant organization failed to qualify as a responsible Contractor; refused to enter a contract after an award has been made; failed to complete a contract during the past five (5) years or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? List the name of project, location, client, engineer, date and reason. Use additional pages if needed.

Total Number of Projects where **Failure** to Complete Work Occurred: 2

Project Number 1

Project Name: Class and Compensation Study
Project Location: Colorado
Client Name and Phone Number: Colorado School of Mines
Engineer Name and Phone Number: Molly E. Markley
Date: April 9, 2021
Reason: Unable to attain client input to achieve schedule and deliverables.

Insert additional projects if needed. Project # 2 is attached.

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

Yes () No (X)

If yes, please explain:

16. 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:

There is no lawsuits pending within the past five years

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

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

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Project Number 4

Project Name: User Fee Study

Description: MGT conducted a city-wide comprehensive fee study for the city outlining the true cost to provide each fee service. MGT also conducted a comparison study in which local North Texas peer cities were surveyed and the information was included in a comparison report. MGT worked with budget and department staff to provide fee change recommendations incorporating all information that was discovered through the study.

Location: 200 N. 5th Street, 4th Floor, Suite 427 | Garland, TX 75040

Client Name and Phone Number: City of Garland 972.205.2444

Email: abell@garlandtx.gov

Value of Total Contract: \$106,000

Date of Completion: 2020

Firm's Percentage of Total Contract: 100%

Number of Change Orders: N/A

Value of Change Orders: N/A

Was Project Completed on Schedule: Yes

Was Project Completed within Budget? Yes

Project Number 5

Project Name: User Fee Study

Description: Comprehensive User Fee Study for the Parks & Recreation Department to include cost analyses of departmental programs and development of a cost recovery policy

Location: Skyline Center | 929 N. Front St. | Wilmington, NC 28401

Client Name and Phone Number: City of Wilmington 910.765.0205

Email: Shawn.Hunt@wilmingtonnc.gov

Value of Total Contract: \$29,295

Date of Completion: January – November 2024

Firm's Percentage of Total Contract: 100%

Number of Change Orders: N/A

Value of Change Orders: N/A

Was Project Completed on Schedule: Yes

Was Project Completed within Budget? Yes

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There is no judgments from any lawsuits

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

18. List any criminal violations and/or convictions of the Proposer and/or any of its principals:
There is no criminal violations and/or convictions

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

19. List subcontractors and major material suppliers for the project. Include telephone numbers. Insert additional sheets if necessary.

N/A

20. The Prime Contractor must Possess a **State of Florida License** . All other subcontractors are required to possess the proper licenses required to perform this work in the City of Port St. Lucie.


Signature

Robert Holloway

Senior Vice President
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 . Contact with anyone other than the Issuing Officer may result in the vendor being disqualified. All contact must be coordinated through India Barr, Issuing Officer, for the procurement of these services.

All questions regarding this Solicitation are to be submitted in writing to India Barr, Procurement Contracting Officer I with the Procurement Management Department via e-mail ibarr@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 Opengov 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 .

Typed Name: Robert Holloway
Signed:
Company and Job Title: MGT Impact Solutions, LLC, Senior Vice President
Date: 12/6/24



E-RFP #20250016
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



E -Verification 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 1829413

Date of Authorization 5/3/22

Name of Contractor MGT Impact Solutions, LLC

Name of Project Fee Analysis Study

Solicitation Number (If Applicable) 20250016

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

Executed on December, 6th, 2024 in Coleman (city), Tx (state).

Signature of Authorized Officer

Robert Holloway, Senior Vice President

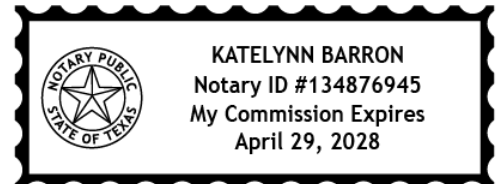
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 6th DAY OF December, 2024.

NOTARY PUBLIC Katelynn Barron

My Commission Expires: 4/29/28



(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 MGT Impact Solutions, LLC

Signature  _____

Printed Name and Title Robert Holloway, Senior Vice President

Date 12/6/24

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.



E-RFP #20250016 - NON - COLLUSION FORM

State of TEXAS _____ }

County of COLEMAN _____ }

Robert Holloway _____, being first duly sworn, disposes and says that:
(Name/s)

1. They are Senior Vice President of MGT Impact Solutions, LLC the Proposer that
(Title) (Name of Company)

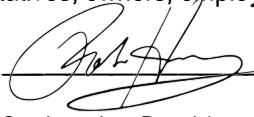
has submitted the attached PROPOSAL;

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) Senior Vice President



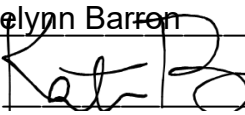
STATE OF TEXAS }
COUNTY OF COLEMAN} SS:

The foregoing instrument was acknowledged before me this (Date) December 6, 2024

by: Robert Holloway who is personally known to me or who has produced

Commission No. 134876945 as identification and who did (did not) take an oath.

Notary Print: Katelynn Barron

Notary Signature: 





"A City for All Ages"

**DRUG-FREE WORKPLACE FORM
E-RFP #20250016**

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

MGT Impact Solutions, LLC 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

Robert Holloway

12/6/24

Date

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LISTS

Vendor Name: MGT Impact Solutions, LLC
 Vendor FEIN: 81-0890071
 Authorized Representative's Name: Robert Holloway
 Authorized Representative's Title: Senior Vice President
 Address: 4320 West Kennedy Boulevard, Ste 200
 City, State and Zip Code: Tampa, Florida 33609
 Phone Number: 888.302.0899
 Email Address: proposals@mgt.us

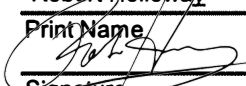
Sections 287.135 and 215.473, Florida Statutes, prohibit Florida municipalities from contracting with companies, for goods or services over \$1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy 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

Robert Holloway
 Print Name

 Signature



"A City for All Ages"

TRUTH-IN-NEGOTIATION CERTIFICATE

RFP- # 20250016

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.

MGT Impact Solutions, LLC

Name of Firm

Robert Holloway

President or Designee (Printed)

[Signature]
President or Designee (Signed)

The foregoing instrument was acknowledged before me by Robert Holloway who is personally known to me. WITNESS my hand and official seal in the County of Coleman State of Texas last aforesaid this 6th day of December, 2024.

(SEAL)

Signature

Katelynn Barron

Notary Name (typed or printed)

[Signature]

Notary Name (signed)

