



**Notice # 2
November 22, 2021
eRFP # 20210107**

Design & Permitting of Class I Deep Injection Well at Prineville WTP

Instructions to Proposers

The City of Port Saint Lucie has scheduled Evaluation Phase 2 for **November 23, 2021 starting @ 1:30 PM EST**. The format for this meeting shall be Question and Answer Sessions.

The firms are scheduled to present as follows:

1:30 PM MCNABB HYDROGEOLOGIC

2:00 PM KIMLEY-HORN

The format will be a 10-minute time period to allow committee members to ask questions based on the firm's written proposal and any follow up questions as needed for clarification and scoring purposes.

The following format will be observed:

- ❖ **Up to 10-minutes** for the Q&A clarifying session. This is a conversation between the committee and the firm to gain a better understanding and more insight into the firm's qualifications and fitness for the project based on the firm's submittal and the Q&A answers previously supplied to the committee and any follow up questions the committee may have.

Please limit the firm's presentation team to **no more than four (4) team members**. All team members present must be a part of the assigned team for this project, if awarded. The Committee wants the Hydrologist, Project Manager on the Design for above ground piping and up to 2 others at the firm's discretion to be present.

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

Notice # 1
eRFP # 20210107
Design & Permitting of Class I Deep Injection Well at Prineville WTP
November 12, 2021

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

CLARIFICATION

The Evaluation Phase 1 meeting scheduled for November 16th @ 1:30pm has been changed to 3:00pm. The meeting will now start at 3:00pm. The location remains the same, 121 SW Port St. Lucie Blvd. City Hall, Building A, 34984 3rd Floor OMB Conference Room.

Addendum #2
eRFP # 20210107
Design & Permitting of Class I Deep Injection Well at Prineville WTP
October 5, 2021

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

*Question #1 – After a review of Attachment C - Sample Contract attached with this RFP, we are requesting the City revise the Indemnification language in **Section IX page 10** to be consistent with the text in the Insurance text (**Section XI page 11**) as listed below:*

*Consultant agrees to indemnify and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorney's fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, ~~which may arise or may be alleged to have risen from~~ **to the extent caused by** the negligent acts, errors, omissions or other wrongful conduct of Consultant, agents, laborers, subconsultants or other personnel entity acting under Consultant control in connection with the Consultant's performance of services under this Contract and to that extent Consultant shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses including appeals. That the aforesaid hold-harmless Contract by Consultant 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 Consultant or any agent laborers, subconsultants or employee of Consultant regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Consultant 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 Consultant on the work. This indemnification shall survive the termination of this Contract.*

REVISED

❖ **The City agrees to the revisions.**

Consultant agrees to indemnify 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, to the extent caused by the negligent acts, errors, omissions or other wrongful conduct of Consultant, agents, laborers, subconsultants or other personnel entity acting under Consultant control in connection with the Consultant's performance of services under this Contract and to that extent Consultant shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses including appeals. That the aforesaid hold-harmless Contract by Consultant 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 Consultant or any agent laborers, subconsultants or employee of Consultant regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Consultant 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 Consultant on the work. This indemnification shall survive the termination of this Contract.

Question #2 Question, Attachment D

Besides the E-Verify form, does the City require any of the other forms from subconsultants?

❖ **No.**

Addendum #1
eRFP # 20210107
Design & Permitting of Class I Deep Injection Well at Prineville WTP
September 20, 2021

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

REVISED

Evaluation Phase 1 Committee Meeting has been changed and is now on November 16, 2021 at 1:30pm.

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

Evaluation Phase 2 Committee Meeting has been changed and is now on November 23, 2021 at 1:30pm.

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

Attachment A Mandatory Response Worksheet

These questions are Pass/Fail. To be considered responsive, responsible and eligible for award, you must answer all questions in this section.

DO NOT INCLUDE ANY COST INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.

Question #	Questions per Proposal Factors/Categories	Response by Offeror. Only Yes or No Answers	Upload Attachments ?	Attachment Name
Proposal Factors				
1	List any criminal violations and/or convictions of the Proposer and/or any of its principals: (N/A is not an acceptable answer).		IF YES	
2	Completed and uploaded PSL Location Form		IF YES	
3	Is firm a minority business?		IF YES	
4	Is the firm incorporated? Yes--No If yes, in what state?		No	
5	List any judgements from lawsuits in the last five (5) years: (N/A is not an acceptable answer).		IF YES	
6	List any lawsuits pending or completed within the past five (5) years involving the corporation, partnership or individuals with more than ten percent (10%) interest: (N/A is not an acceptable answer).		IF YES	
7	Has the Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?		IF YES	
8	Submitted all licenses and certifications required to perform this project.		Yes	
9	Submitted a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain.		Yes	
10	Completed and uploaded E-Verify Form		Yes	
11	Completed and uploaded Drug Free Workplace Form		Yes	
12	Completed and uploaded Consultant Code of Ethics		Yes	
13	Completed and uploaded Non-Collusion Affidavit		Yes	
14	Completed and uploaded Cone of Silence Form		Yes	
15	Completed and uploaded Truth-In Negotiation Form		Yes	
16	Submit W-9		Yes	
17	Completed and uploaded Mandatory Scored Responses.		Yes	
18	Completed and uploaded Contractor General Information Worksheet.		Yes	

Attachment B - Mandatory Scored Questions

Mandatory Scored Response Worksheet

Offerors must answer all the questions in this spreadsheet in the cell provided.

Failure to answer these questions will result in disqualification of the proposal.

Offerors must indicate whether their proposal meets the individual requirement and provide a supporting narrative in the space provided. The narrative description, along with any required supporting materials, will be evaluated and awarded points in accordance with Section 6 "Proposal Evaluation, Negotiations and Award" of this eRFP. ONLY upload documents if there is a Yes in the "Upload Attachments?" column, to provide additional information about specific questions. Documents not requested in this column will not be evaluated.

DO NOT INCLUDE ANY COST INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.

Question #	Questions per Proposal Factors/Categories	Response by Offeror	Upload Attachments?	Attachment Name
1	<u>Please provide all documentation needed for Location.</u> <u>Proposer's Location</u> - Location shall mean a business which meets the following criteria: # of Miles from City Hall to Assigned Staff's Office location: 0-60 Miles 61-80 Miles 81-100 Miles 101-120 Miles 121-140 Miles 140+ Miles		Y	
2	<u>Woman/Veteran/Minority Owned Business.</u> Does the Primary firm hold a Minority Business Certification by the Florida Department of Management Services, as described in section 8 of the document? If so, please attach.		Y	
3	<u>Executive summary.</u> This section should include the Firm's overall concept of the working relationship that will be required to successfully complete this project. The proposer shall provide an executive summary narrative containing information that indicates an understanding of the overall need for and purpose of the services presented in the RFP.		Y	
4	<u>Qualifications & Staff/Personnel.</u> Please complete and attach Form 330 part I and II for evaluation of qualifications & staff/personnel.		Y	
5	<u>Provide a listing of firm's current contracts.</u>		Y	
6	<u>Project Management Plan</u> This section shall describe the Firm's detailed plans for accomplishing the objectives of the project. It should include methods for planning, organizing, scheduling, coordinating, and administering the total effort. Explain the overall approach to the project. A submission of sample tables and graphs that are reflective of work typically performed by the consultant should be included in the proposal.		Y	
7	<u>Proposed Schedule.</u> This section shall include a detailed breakdown and timelines for achieving the scope of work, with a delineation of assigned staff for each task associated with the project. Also include quality assurance efforts for the data collection and analysis tasks, a process for ensuring that no individual respondents will be identified, and a project timeline. The consultant must have sufficient equipment and personnel for back-up and/or emergencies to assure prompt scheduling and completion of services within the schedule. *Final project schedule will be negotiated with awarded firm.		Y	
8	<u>Work Break Down Structure.</u> This section should include, but is not limited to, special concerns or accommodations needed for a successful project.		Y	
9	<u>Value-added services.</u> This term is used for non-core services, or, all services beyond the identified scope. Does the firm recommend any optional value-added services?		Y	
10	<u>Other Material.</u> Please include any additional material that may assist the City in evaluating the proposals and approach to the project. Pre-printed advertisements, brochures, and promotional material may be attached as additional information, but shall not serve as a substitute for a specific response. Attachment of brochures instead of the written response request will be grounds for disqualification or devaluation. A simple "yes" or "no" answer alone will not be acceptable unless clearly requested; an explanation shall be provided for each question/issue listed in this response outline. <u>However, clarity and brevity of presentation, not length, will be favorably considered.</u>		Y	
11	<u>Company Experience.</u> Provide a list of at least 5 projects that your firm has done at is similar to this project.		Y	
12	<u>Injection Well Tubing Issues.</u> Injection well tubing failure has occurred in the utility systems department history. What will the firm do differently in design to insure future rework is avoided?			
13	<u>Project Risks/Opportunities for Improvement.</u> Identify overall risks that can impact the project. List opportunities and threats both in internal and external conditions to the project that may result in delays, cost overrun, and performance shortfall.			

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

This Contract for Design & Permitting of Class I Deep Injection Well at Prineville WTP executed this _____ day of _____, 2021, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City", and _____, hereinafter called "Consultant" or "Proposer".

SECTION I
RECITALS

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

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

WHEREAS, Consultant provided a response to the City's eRFP # 20210107, incorporated herein by reference; and

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

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

WHEREAS, the City desires to enter into this Contract with Consultant to perform the Scope of Services specified to be paid as agreed upon below.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein name, the Parties agree as follows:

The Recitals set forth above are hereby incorporated into this Contract and made a part of hereof for reference.

SECTION II
NOTICES

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person, sent by certified mail with return receipt request, email or fax and addressed as follows unless written notice of a change of address is given pursuant to the provisions of this Contract.

Consultant:

Title _____
E-Mail: _____

City Contract Administrator:

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

City Project Manager:

John Eason, P.E.

Manager, Utility Infrastructure
City of Port St. Lucie, Utility Systems Dept.
Utility Engineering Division
900 SE Ogden Lane
Port St. Lucie, FL 34983
(772) 873-6487

SECTION III

DESCRIPTION OF SERVICES TO BE PROVIDED

BACKGROUND

The City owns and operates the Prineville Water Treatment Plant (WTP) deep injection well system for disposal of concentrate from the reverse osmosis (RO) process. The deep injection well system currently consists of one Class I deep injection well (IW-1) and an associated dual-zone monitor well (MW-1), a surge control system, yard piping and instrumentation. The permitted flow rate of IW-1 is up to 5.1 million gallons per day, which is equivalent to 3,510 gallons per minute for the RO plant at a capacity of 11.15 MGD. The Prineville Injection Well injection interval is set between 2,872 to 3,353 feet BPL and has been operational since 2011.

INTENT

The City desires to construct a second Class I deep injection well (IW-2) at the Prineville site to meet disposal capacity needs for the Prineville Water Treatment Plant as a secondary injection well to serve as backup to IW-1. The scope of work shall include the design, permitting, bidding services, services during construction, and report preparation for the new well similar to the existing IW-1 rated capacity. The City desires the services of a consultant that is thoroughly familiar with all aspects of injection well systems in Florida for the design, permitting, bidding and construction of a second Class I industrial deep injection well at the Prineville WTP site. Services to be provided by the consultant include a professional hydrogeologist(s) and a professional engineer(s) for the design, permitting and construction of all the IW-2 injection well facilities, above surface and below surface.

The consultant team shall be familiar with the design, permitting and construction of Class I injection wells in South Florida, shall have a minimum of five years of experience in the design, permitting and construction of Class I injection wells in Florida and shall include hydrogeologists and engineers licensed in the State of Florida.

The construction and permitting must conform to the Florida Department of Environmental Protection Underground Injection Control Construction and Testing Permitting and with Florida Administrative Codes 62-4, 62-520, 62-522, 62-528, 62-550 and 62-660.

DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Engineer will perform is to provide the following:

1. Prepare a subsurface design and surface facilities design for one (1) Class I Industrial deep injection well with associated wellhead and appurtenances. Provide complete design phase services to include 60%, 90% and 100% design. The objective of this task is to provide a biddable design of the injection well IW-2 that is complete in all aspects of the project. The design of the injection well will be confined to the injection well pad. A complete set of biddable technical specifications and drawings will be prepared during this Task.
 - Specific design tasks shall include preparation of complete surface and subsurface facility design documents for the deep injection well system. All three design levels will include the IW-2 wellhead and appurtenances, instrumentation, and interfacing with the plant's SCADA system.

- At all levels of design and construction the consultant shall conduct review meetings with the City to finalize all major design decisions, resolve outstanding issues, and design concepts based on the level of design documents.
 - The consultant shall prepare and submit to the City three (3) copies of 60%, 90% and 100% complete drawings and specifications (including Bid Form) in the format requested by the City based on the feedback provided at the previous design level review meeting.
 - The consultant shall prepare and submit a construction cost estimate at each level of design.
 - The consultant shall meet with the City to review comments on the 60%, 90% and 100% complete documents. Implement final changes and corrections to the technical specifications and provide the City with the final technical specifications and design drawings.
2. Provide permitting services for the construction of IW-2.
 - Obtain all permits associated with a Class I industrial deep inject well.
 3. Provide bid phase services for the construction and testing of IW-2.
 - Conduct a pre-bid conference at the WTP site for all interested bidders and will handle all direct communications with bidders on matters related to the technical aspects of the design.
 - Prepare project plan addenda as required.
 - The consultant shall tabulate and evaluate the construction proposals and shall assist in the awarding of a contract for construction including the review of the bids received and submitting a recommendation of award of the construction contract.
 4. Provide services during the construction and testing of IW-2 and associated piping and appurtenances. The construction services include resident observation during the installation of the well, surface facilities and startup services. The consultant will also review shop drawing submittals and other data that the Consultant is required to submit.
 - Coordinate and attend the pre-construction meeting with City staff, Consultant, and subconsultants. Consultant shall prepare meeting minutes and distribute copies.
 - The consultant shall maintain communication with the FDEP. The consultant shall attend meetings with the FDEP during the injection well construction phase and until project is complete. Provide weekly work summary reports to the FDEP and City during well construction. Prepare and submit required information to the FDEP. This includes intermediate and final casing seat recommendations for the well.
 - The consultant shall review shop drawing submittals and other data that the IW-2 Consultant is required to submit. These shall be reviewed for conformance with the contract documents and design concept of the project and general compliance with the information given in the contract documents.
 - The consultant shall provide technical interpretations of the drawings, specifications, and Contract Documents, and evaluate requested deviations from the approved design or specifications.
 - The consultant shall review and make determinations necessary for the approval or rejection of the Consultant's monthly payment applications.
 - The consultant shall provide onsite resident observation of the construction activities during construction of the injection well. The consultant shall provide qualified staff who will serve as resident observer during the well construction and testing.
 - The consultant's resident observer will be experienced with injection well system construction observation and will assist in monitoring the construction progress, in checking compliance with technical plans and specifications, and in the preparation of progress payment submittals. The resident observer will also be responsible for formation sample description, and daily record keeping.
 - The consultant with the City shall make a final review of the construction to determine if the work has been completed in conformance with the intent of the Contract Documents, assist in negotiating final payment for construction and submit a final letter report upon which final settlement and termination of the Contract can be based. The consultant shall coordinate with the appropriate regulatory agencies regarding joint final observations of the construction. The consultant shall document proceedings of all final settlement negotiations and record the basis for final payment.

- The consultant shall provide professional services during short-term injection testing of the completed well. The results of the short-term injection test will be included in the Report on the Construction and Testing of IW-2 and as a separate Technical Memorandum in support of the Request for Operational Testing of IW-2.
 - The consultant shall furnish the City with copies of all correspondences and all reports, submittals and shop drawings that he develops or receives from the IW-2 Consultant, the State, regulatory agencies.
5. The consultant will maintain communication with the FDEP throughout the duration of the project including attending meetings with the FDEP during the injection well construction phase. The consultant will provide work summary reports to the FDEP and City during well construction and prepare and submit other information as may be required by the FDEP.
 6. Prepare Record Drawings, an Engineering Report for the construction and testing of IW-2 and an Operation and Maintenance Manual for IW-2.
 - The consultant shall prepare FDEP-required documents during the well construction and following completion of well construction. The consultant shall use the documents, in part, to support a Request for Operational Testing of IW-2.
 - The consultant shall provide Record Drawings, a report on the construction and testing of the injection well, and an Operation and Maintenance (O&M) Manual to FDEP as required. The consultant shall prepare and submit draft and final copies of each of the above documents to the City for review and comments.
 - The consultant shall incorporate appropriate review comments and the finalized documents shall be submitted to the City and FDEP.
 - The consultant shall respond to all Request for Additional Information (RAIs) on the Record Drawings, Engineering Report and O&M Manual.
 7. Prepare and submit a Request for Operational Testing of IW-2.
 - Prior to being allowed to operate IW-2, a Request for Operational Testing with supporting documentation shall be submitted to FDEP for review and approval by the consultant.
 - The consultant shall prepare a draft Request for Operational Testing of the injection well system. The Request for Operational Testing of IW-2 shall, at a minimum, include Record Drawings, a draft Operation and Maintenance Manual, documentation of the demonstration of mechanical integrity of IW-2, description and interpretation of short-term injection testing procedures and results, Certification of Completion, final well survey, and a demonstration of confinement between the base of the Underground Source of Drinking Water and the injection zone.
 - The consultant shall furnish all services for responding to FDEP's Request for Additional Information on the Request for Operational Services and associated submittals.
 - The consultant shall submit a draft Request for Operational Testing to the City for review and comment. The consultant shall incorporate appropriate review comments into the Request for Operational Testing. The consultant shall submit the finalized Request to the City and to FDEP. This work includes response to an unlimited number of Requests for Additional Information from FDEP.

SECTION IV
TIME OF PERFORMANCE

The Contract term is estimated at **2 years.**

Unless indicated otherwise, the Consultant shall commence work within ten (10) days after receiving the fully executed contract.

SECTION V
RENEWAL OPTION

N/A.

SECTION VI
Compensation

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

Payments will be disbursed in the following manner:

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

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

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

All invoices and correspondence relative to this Contract must contain the City's Contract number and Purchase Order number, detail of items with prices that correspond to the Contract, a unique invoice number .

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

The Consultant shall not be paid additional compensation for any loss or damage, arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the performance of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

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

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

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

SECTION VII
WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. Any and all changes must be authorized by a written change order signed by the City's Purchasing Agent or his designee as representing the City. Work shall be changed and the contract price and completion time shall be modified only as set out

in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties before starting the work involved in the change.

SECTION VIII **CONFORMANCE WITH PROPOSAL**

It is understood that the materials and/or work required herein are in accordance with the proposal made by the Consultant pursuant to the Solicitation and Specifications on file in the Procurement Management Department of the City. All documents submitted by the Consultant in relation to said proposal, and all documents promulgated by the City for inviting proposals are, by reference, made a part hereof as if set forth herein in full.

SECTION IX **INDEMNIFICATION/HOLD HARMLESS**

Consultant agrees to indemnify 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 Consultant, agents, laborers, subconsultants or other personnel entity acting under Consultant control in connection with the Consultant's performance of services under this Contract and to that extent Consultant shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses including appeals. That the aforesaid hold-harmless Contract by Consultant 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 Consultant or any agent laborers, subconsultants or employee of Consultant regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Consultant 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 Consultant on the work. This indemnification shall survive the termination of this Contract.

SECTION X **SOVEREIGN IMMUNITY**

Nothing contained in this Contract shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in [Section 768.28, Florida Statutes](#).

SECTION XI **INSURANCE**

The Consultant agrees to indemnify and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent act, recklessness, or intentional wrongful misconduct of the Consultant and persons employed or utilized, including any independent consultants or subconsultants by the Consultant in the performance of this contract.

The Consultant shall on a primary basis and at its sole expense agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Consultant are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

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

Workers' Compensation Insurance & Employer's Liability: The Consultant shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, and \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis.

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

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

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

Except as to Workers' Compensation Employers' Liability, and Professional Liability, Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured for Commercial General Liability and Business Auto policies. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, a Florida municipal corporation, its officers, employees and agents for Contract # 20210107 Design & Permitting of Class I Deep Injection Well at Prineville WTP shall listed as additional insured.**" Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Consultant shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City.

Automobile Liability Insurance: The Consultant shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Consultant does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Consultant to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be

listed as additional insured. A waiver of subrogation must be provided. Coverage shall apply on a primary and non-contributory basis.

Professional Liability Insurance: Consultant shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \$2,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000 the City reserves the right, but not the obligation, to review and request a copy of Consultant's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Consultant warrants the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Consultant shall agree to purchase a SERP with a minimum reporting period not less than four (4) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided

Waiver of Subrogation: The Consultant shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Consultant shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

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

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

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

The City by and through its Risk Management Department reserves the right, but not the obligation, to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A:VII or better. When a self insured retention or deductible exceeds \$5,000, The City reserves the right, but not the obligation, to review and request a copy of bidder's most recent annual report or audited financial statement.

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

SECTION XII **ACTS OF GOD**

The Consultant shall be responsible for all preparation of the site for Acts of God, including but not limited to; earthquake, flood, tropical storm, hurricane or other cataclysmic phenomenon of nature, rain, wind or other natural phenomenon of

normal intensity, including extreme rainfall. No reparation shall be made to the Consultant for damages to the Work resulting from these Acts. The City is not responsible for any costs associated with pre or post preparations for any Acts of God.

Emergencies – In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Consultant, or his designee, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury or loss. In the event such actions are taken, the Consultant shall promptly give to the City written notice and contact immediately by phone, of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the City a written authorization signed by the City covering the approved changes and deviations will be issued.

SECTION XIII **PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS**

Subject to the laws of the State of Florida and of the United States, neither Consultant nor any Sub-Consultant supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION XIV **COMPLIANCE WITH LAWS**

The Consultant shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Consultant will comply with all requirements of [28 C.F.R. § 35.151](#). Consultants and Sub-Consultant, shall comply with [§ 119.0701, Fla. Stat.](#) The Consultant and Sub-Consultant, are to allow public access to all documents, papers, letters, or other material made or received by the Consultant in conjunction with this Contract, unless the records are exempt from [Art. I, § 24\(a\), Fla. Const.](#) and § 119.07(1)(a), Fla. Stat. Pursuant to [§ 119.10\(2\)\(a\), Fla. Stat.](#), any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in [§ 775.082](#) and [§ 775.083 Fla. Stat.](#)

RECORDS

The City of Port St. Lucie is a public agency subject to Chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Law. CONSULTANT'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S.

Consultant agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the City in order to perform the service;

1. The timeframes and classifications for records retention requirements must be in accordance with the [General Records Schedule GS1-SL for State and Local Government Agencies](#).
2. During the term of the contract, the Consultant shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City.
3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the

City. Consultant's records under this Contract include but are not limited to, supplier/subconsultant invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

4. The Consultant agrees to make available to the City, during normal business hours all books of account, reports and records relating to this contract.
5. A Consultant who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the City.

Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Consultant, or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
(772) 871 5157
pr@cityofpsl.com**

**SECTION XV
INSPECTION AND CORRECTION OF DEFECTS**

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Project Manager shall make inspection as soon as practicable after receipt from the Consultant of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Project Manager shall approve the invoice when it is received. Thereafter the Consultant shall be entitled to payment, as described in Section V. If, on such inspection the Project Manager is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Consultant shall then be afforded an opportunity if desired by him, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Manager. Upon failure of the Consultant to perform the work in accordance with the Contract Documents, including any requirements with respect to the

Schedule of Completion, and after five (5) days written notice to the Consultant, the City may, without prejudice to any other remedy he may have, correct such deficiencies. The Consultant shall be charged all costs incurred to correct deficiencies. Such examination, inspection, or tests made by the Project Manager, at any time, shall not relieve Consultant of his responsibility to remedy any deviation, deficiency, or defect.

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

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

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

SECTION XVI **SCRUTINIZED COMPANIES**

[Section 287.135, Florida Statutes](https://www.sbafla.com/fsb/Portals/FSB/Content/GlobalGovernanceMandates/QuarterlyReports/Global_Governance_Mandates_and_Florida%20Statutes_2019_01_29.pdf?ver=2019-01-29-130006-790), prohibits agencies from contracting with companies, for goods or services over \$1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran petroleum Energy Sector List, or do any business with Cuba or Syria. Both lists are created pursuant to [Section 215.473, Florida Statutes](https://www.sbafla.com/fsb/Portals/FSB/Content/GlobalGovernanceMandates/QuarterlyReports/Global_Governance_Mandates_and_Florida%20Statutes_2019_01_29.pdf?ver=2019-01-29-130006-790)

SECTION XXVII **CONTRACT ADMINISTRATION**

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

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

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

Joint Venture. Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the vested parties. Each party shall be deemed to be an independent Consultant contracting for the services and acting toward the mutual benefits expected to

be derived from the mutually agreed upon contract. Neither Consultant nor any of Consultant's agents, employees, subconsultants or Consultants shall become or be deemed to become agents, or employees of the City. Consultant shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subconsultants, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Contract.

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

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

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

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

Permits, Licenses, and Certifications. The Consultant shall be responsible for obtaining all permits, licenses, certifications, etc., required by Federal, State, County, and Municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform with the requirements of said legislation. The Consultant shall be required to complete a **W-9 Taxpayer Identification Form**, provided with the City's contract, and return it with the signed contract and insurance documents.

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

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

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

SECTION XVIII **ADDITIONAL REQUIREMENTS**

Conflict - In the event of any conflict between the terms and conditions, appearing in the eRFP, on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply.

City's Public Relations Image. – The Consultant's personnel shall at all times handle complaints and any public contact with due regard to the City's relationship with the public. Any personnel in the employ of the Consultant involved in the execution of work that is deemed to be conducting him/herself in an unacceptable manner shall be removed from the project at the request of the City Manager.

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

Cooperative Purchasing Agreement. - This contract may be expanded to include other governmental agencies provided a cooperative purchasing agreement exists or an inter-local agreement for joint purchasing exists between the City of Port St. Lucie and other public agencies. Consultant(s) may agree to allow other public agencies the same items at the same terms and conditions as this contract, during the period of time that this contract is in effect. Each political entity will be responsible for execution of its own requirements with the Consultant.

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

Patent Fees, Royalties, and Licenses. – If the Consultant requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Consultant and his surety shall indemnify and hold harmless the City from any and all claims for infringement in connection with the work agreed to be performed. The Consultant shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.

Permits. - The Consultant shall be responsible for obtaining all permits, licenses, certifications, etc., required by Federal, State, County, and Municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform with the requirements of said legislation. The Consultant shall be required to complete a **W-9 Taxpayer Identification Form**, provided with the City's contract, and return it with the signed contract and insurance documents.

SECTION XIX **ASSIGNMENT**

Consultant shall not delegate, assign or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City.

SECTION XX **TERMINATION AND DELAYS**

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

- I. The Consultant fails to deliver or has delivered nonconforming services or fails to perform, to the City's satisfaction, any material requirement of the Contract or is in violation of a material provision of the contract, including, but without limitation, the express warranties made by the Consultant;
- II. The Consultant fails to make substantial and timely progress toward performance of the contract;

- III. In the event the Consultant is required to be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the contract effective as of the date on which the license or certification is no longer in effect;
- IV. The Consultant becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Consultant terminates or suspends its business; or the City reasonably believes that the Consultant has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- V. The Consultant has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the contract;
- VI. If the City determines that the actions, or failure to act, of the Consultant, its agents, employees or subconsultants have caused, or reasonably could cause, life, health or safety to be jeopardized;
- VII. The Consultant has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion;
- VIII. The Consultant furnished any statement, representation or certification in connection with the contract, which is materially false, deceptive, incorrect or incomplete.

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

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

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

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

SECTION XXI

LAW, VENUE AND WAIVER OF JURY TRIAL

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract shall be in St. Lucie County, Florida.

The Parties to this Contract hereby freely, voluntarily and expressly, waive their respective rights to trial by jury on any issues so triable after having the opportunity to consult with an attorney.

SECTION XXII
APPROPRIATION APPROVAL

The Consultant acknowledges that the City of Port St Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Consultant agrees that, in the event such appropriation is not forthcoming, this Contract may be terminated by the City and that no charges, penalties or other costs shall be assessed.

SECTION XXIII
TRUTH-IN-NEGOTIATIONS

In accordance with the provisions of Section 287.055, Florida Statutes, the Consultant agrees to execute a truth-in-negotiations certificate and agrees that the original Contract price and any additions may be adjusted to exclude any significant sums by which the Contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.

SECTION XXIV
CONFLICT OF INTEREST

The City hereby acknowledges that the Consultant may be performing professional services for private developers within the Treasure Coast area. Should a conflict of interest arise between providing services to the City and/or other clients, the Consultant shall terminate its relationship with the other client to resolve the conflict of interest. The City Manager shall determine whether a conflict of interest exists. At the time of each Project Proposal the Consultant shall disclose all of its Treasure Coast clients and related Scope of Work.

SECTION XXV
PUBLIC RECORDS / TRADE SECRETS / COPYRIGHT

The Proposer's response to the City's proposal request is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, [Florida Statutes Chapter 119.07](#) ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this City's proposal request and the Contract to be executed as subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the Solicitation purporting to require confidentiality of any portion of the Proposer's response to the Solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the Solicitation constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED.

SECTION XXIV
PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

SECTION XXVII
ATTORNEY'S FEES

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

SECTION XXVIII
CODE OF ETHICS

Consultant warrants and represents that its employees will abide by any applicable provisions of the State of Florida Code of Ethics in [Chapter 112.311 et seq.](#), Florida Statutes, and Code of Ethics Ordinances in [Section 9.14 of the City of Port St. Lucie Code](#).

SECTION XXIX
POLICY OF NON-DISCRIMINATION

Consultant shall not discriminate against any person in its operations, activities or delivery of services under this Contract. Consultant shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

SECTION XXX
SEVERABILITY

The Parties to this Contract expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Contract is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Contract) and the remainder of this Contract, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Contract to be inequitable under the circumstances.

SECTION XXXI
ORDER OF PREFERENCE

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

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

SECTION XXXII
ENTIRE AGREEMENT

The written terms and provisions of this Contract shall supersede any and all prior verbal or written statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

(Balance of page left intentionally blank)

IN WITNESS WHEREOF, the parties have executed this contract, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

CONSULTANT

By: _____ By: _____
Purchasing Agent Authorized Representative

NOTARIZATION AS TO AUTHORIZED REPRESENTATIVE'S EXECUTION

STATE OF FLORIDA)
) ss
COUNTY OF _____)

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

_____.

Signature of Notary Public

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

NOTARY SEAL/STAMP



"A City for All Ages"

Consultant's General Information Worksheet/ Questionnaire

eRFP # 20210107

Solicitation Name: **Design & Permitting of Class I Deep Injection Well at Prineville WTP**

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

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

1. ORGANIZATIONAL PROFILE- COMPANY NAME:

PHYSICAL ADDRESS:

MAILING ADDRESS:

TELEPHONE NUMBER:

FAX NO.

CONTACT PERSON

E-MAIL :

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

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

3. **CONTRACT** - Contractor agrees to comply with all requirements stated in the specifications for this RFP.

4. **AGREEMENT** - Contractor agrees to comply with all requirements stated in the specifications for this RFP.

CERTIFICATION:

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



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

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

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

I agree to abide by all conditions of this RFP:

Signature Title

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

Witnesses:

If Partnership:

Print name

Print Name of Firm

Print name

By: _____
(General Partner)

If Individual:

If Corporation:

Signature

Print Name of Corporation

Print Name

By: _____
(President)

Attest: _____
(Secretary)



SUPPLIER LOCATION CERTIFICATION
PSL Location Form

The undersigned, as a duly authorized representative of the Supplier listed herein, certifies to the best of their knowledge and belief, that the Supplier's location is correctly reflected based upon the below information. For purposes of this section, "Location" shall mean a business which:

- a) How far is the Supplier's fixed office or distribution point located from [City Hall](#); and
- b) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

Complete the following and upload this document and the Google Maps print out to the required sourcing platform:

Business Name:	
Current Local Address:	Phone:
Length of time at this address:	Fax:
Please provide your prior business address if the above address has been for less than one (1) year, prior to the issuance of this solicitation.	
Length of time at this address:	
Home Office Address:	Phone:
Length of time at this address:	Fax:

(Signed) _____

(Title) _____

STATE OF FLORIDA }
COUNTY OF ST. LUCIE} SS:

The foregoing instrument was acknowledged before me this *(Date)* _____

by: _____ who is personally known to me or who has produced

_____ as identification and who did (did not) take an oath.

Notary (print & sign name)

Commission No. _____

Cone of Silence Form



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NOTICE TO ALL PROPOSERS:

To ensure fair consideration is given for all Proposers, it must be clearly understood that upon release of the proposal and during the proposal process, firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact with City employees, department heads or elected officials, up to and including the Mayor and City Council. The **"Cone of Silence"** is in effect for this solicitation from the date the solicitation is advertised on DemandStar, until the time an award decision has been approved by City Council and fully executed by all parties. Information about the Cone of Silence can be found under the [City of Port St. Lucie Ordinance 20-15, Section 35.13](#). Contact with anyone other than the Issuing Officer may result in the vendor being disqualified. All contact must be coordinated through Mr. **Jason Bezak**, Issuing Officer, for the procurement of these services.

All questions regarding this Solicitation are to be submitted in writing to Jason Bezak, Procurement Agent I with the Procurement Management Department via e-mail JBezak@cityofpsl.com, or by phone 772-344-4068. Please reference the Solicitation number on all correspondence to the City.

All questions, comments and requests for clarification must reference the Solicitation number on all correspondence to the City. Any oral communications shall be considered unofficial and non-binding.

Only written responses to written communication shall be considered official and binding upon the City. The City reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

*NOTE: All addendums and/or any other correspondence before bid close date (general information, question and responses) to this solicitation will be made available exclusively through the [DemandStar's Website](#) for retrieval. All notice of intent to award documentation will be published on the [City Clerk's Website](#). Proposers are solely responsible for frequently checking these websites for updates to this solicitation.

I understand and shall fully comply with all requirements of City of Port. St. Lucie Ordinance 20-15, Section 35.13.

Typed Name: _____

Signed: _____

Company and Job Title: _____

Date: _____



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eRFP #20210107
CONSULTANT'S CODE OF ETHICS

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

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

localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices. In addition, Consultant must require their suppliers (including temporary labor agencies) to do the same. Consultant must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to the following:

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

Name of Organization/Proposer _____

Signature _____

Printed Name and Title _____

Date _____

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



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E-Verify Form

Supplier/Consultant acknowledges and agrees to the following:

1. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Supplier/Consultant during the term of the contract; and
2. Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

E-Verify Company Identification Number _____

Date of Authorization _____

Name of Contractor _____

Name of Project _____

Solicitation Number (If Applicable) _____

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

Executed on _____, _____, 20____ in _____(city), _____(state).

Signature of Authorized Officer

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20____.

NOTARY PUBLIC _____

My Commission Expires: _____

Non-Collusion Affidavit



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NON-COLLUSION AFFIDAVIT

**Solicitation # 20210107
Design & Permitting of Class I Deep Injection
Well at Prineville WTP**

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) _____



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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: _____

DRUG-FREE WORKPLACE FORM
eRFP # 20210107
Design & Permitting of Class I Deep Injection Well at Prineville WTP

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

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature

Date:



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TRUTH-IN-NEGOTIATION CERTIFICATE

Solicitation# 20210107

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the City of Port St. Lucie, Florida requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the City, whichever is later.

Name of Firm

President or Designee (Printed)

President or Designee (Signed)

The foregoing instrument was acknowledged before me by _____ who is personally known to me. WITNESS my hand and official seal in the _____, _____ last aforesaid this ___ day of _____, 2021_.

(SEAL)

Signature

Notary Name (typed or printed)

Notary Name (signed)



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City of Port St. Lucie

Electronic Request for Proposals ("eRFP")

Event Name: Design & Permitting of Class I Deep Injection Well at Prineville WTP

eRFP (Event) Number: 20210107

1. Introduction

1.1. Purpose of Procurement

Pursuant to the [Port St. Lucie City Ordinance 35.05](#), this electronic Request for Proposals ("eRFP") is being issued to establish a contract with a qualified consultant who will provide **Design & Permitting of Class I Deep Injection Well at Prineville WTP** to the City of Port St. Lucie (hereinafter, "City") as further described in this eRFP.

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

1.2. eRFP Scope of Requested Commodities

BACKGROUND

The City of Port St. Lucie (City) owns and operates the Prineville Water Treatment Plant (WTP) deep injection well system for disposal of concentrate from the reverse osmosis (RO) process. The deep injection well system currently consists of one Class I deep injection well (IW-1) and an associated dual-zone monitor well (MW-1), a surge control system, yard piping and instrumentation. The permitted flow rate of IW-1 is up to 5.1 million gallons per day, which is equivalent to 3,510 gallons per minute for the RO plant at a capacity of 11.15 MGD. The Prineville Injection Well injection interval is set between 2,872 to 3,353 feet BPL and has been operational since 2011.

INTENT

The City desires to construct a second Class I deep injection well (IW-2) at the Prineville site to meet disposal capacity needs for the Prineville Water Treatment Plant as a secondary injection well to serve as backup to IW-1. The scope of work shall include the design, permitting, bidding services, services during construction, and report preparation for the new well similar to the existing IW-1 rated capacity. The City desires the services of a consultant that is thoroughly familiar with all aspects of injection well systems in Florida for the design, permitting, bidding and construction of a second Class I industrial deep injection well at the Prineville WTP site. Services to be provided by the consultant include a professional hydrogeologist(s) and a professional engineer(s) for the design, permitting and construction of all the IW-2 injection well facilities, above surface and below surface.

The consultant team shall be familiar with the design, permitting and construction of Class I injection wells in South Florida, shall have a minimum of five years of experience in the design, permitting and construction of Class I injection wells in Florida and shall include hydrogeologists and engineers licensed in the State of Florida.

The construction and permitting must conform to the Florida Department of Environmental Protection Underground Injection Control Construction and Testing Permitting and with Florida Administrative Codes 62-4, 62-520, 62-522, 62-528, 62-550 and 62-660.

DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Engineer will perform is to provide the following:

1. Prepare a subsurface design and surface facilities design for one (1) Class I Industrial deep injection well with associated wellhead and appurtenances. Provide complete design phase services to include 60%, 90% and 100% design. The objective of this task is to provide a biddable design of the injection well IW-2 that is complete in all aspects of the project. The design of the injection well will be confined to the injection well pad. A complete set of biddable technical specifications and drawings will be prepared during this Task.

- Specific design tasks shall include preparation of complete surface and subsurface facility design documents for the deep injection well system. All three design levels will include the IW-2 wellhead and appurtenances, instrumentation, and interfacing with the plant's SCADA system.
 - At all levels of design and construction the consultant shall conduct review meetings with the City to finalize all major design decisions, resolve outstanding issues, and design concepts based on the level of design documents.
 - The consultant shall prepare and submit to the City three (3) copies of 60%, 90% and 100% complete drawings and specifications (including Bid Form) in the format requested by the City based on the feedback provided at the previous design level review meeting.
 - The consultant shall prepare and submit a construction cost estimate at each level of design.
 - The consultant shall meet with the City to review comments on the 60%, 90% and 100% complete documents. Implement final changes and corrections to the technical specifications and provide the City with the final technical specifications and design drawings.
2. Provide permitting services for the construction of IW-2.
 - Obtain all permits associated with a Class I industrial deep inject well.
 3. Provide bid phase services for the construction and testing of IW-2.
 - Conduct a pre-bid conference at the WTP site for all interested bidders and will handle all direct communications with bidders on matters related to the technical aspects of the design.
 - Prepare project plan addenda as required.
 - The consultant shall tabulate and evaluate the construction proposals and shall assist in the awarding of a contract for construction including the review of the bids received and submitting a recommendation of award of the construction contract.
 4. Provide services during the construction and testing of IW-2 and associated piping and appurtenances. The construction services include resident observation during the installation of the well, surface facilities and startup services. The consultant will also review shop drawing submittals and other data that the contractor is required to submit.
 - Coordinate and attend the pre-construction meeting with City staff, Contractor, and subcontractors. Consultant shall prepare meeting minutes and distribute copies.
 - The consultant shall maintain communication with the FDEP. The consultant shall attend meetings with the FDEP during the injection well construction phase and until project is complete. Provide weekly work summary reports to the FDEP and City during well construction. Prepare and submit required information to the FDEP. This includes intermediate and final casing seat recommendations for the well.
 - The consultant shall review shop drawing submittals and other data that the IW-2 Contractor is required to submit. These shall be reviewed for conformance with the contract documents and design concept of the project and general compliance with the information given in the contract documents.
 - The consultant shall provide technical interpretations of the drawings, specifications, and Contract Documents, and evaluate requested deviations from the approved design or specifications.
 - The consultant shall review and make determinations necessary for the approval or rejection of the Contractor's monthly payment applications.
 - The consultant shall provide onsite resident observation of the construction activities during construction of the injection well. The consultant shall provide qualified staff who will serve as resident observer during the well construction and testing.
 - The consultant's resident observer will be experienced with injection well system construction observation and will assist in monitoring the construction progress, in checking compliance with technical plans and specifications, and in the preparation of progress payment submittals. The resident observer will also be responsible for formation sample description, and daily record keeping.
 - The consultant with the City shall make a final review of the construction to determine if the work has been completed in conformance with the intent of the Contract Documents, assist in negotiating final payment for construction and submit a final letter report upon which final settlement and termination of the Contract can be based. The consultant shall coordinate with the appropriate regulatory agencies regarding joint final observations of the construction. The consultant shall document proceedings of all final settlement negotiations and record the basis for final payment.
 - The consultant shall provide professional services during short-term injection testing of the completed well. The results of the short-term injection test will be included in the Report on the Construction and Testing of IW-2 and as a separate Technical Memorandum in support of the Request for Operational Testing of IW-2.

- The consultant shall furnish the City with copies of all correspondences and all reports, submittals and shop drawings that he develops or receives from the IW-2 contractor, the State, regulatory agencies.
5. The consultant will maintain communication with the FDEP throughout the duration of the project including attending meetings with the FDEP during the injection well construction phase. The consultant will provide work summary reports to the FDEP and City during well construction and prepare and submit other information as may be required by the FDEP.
 6. Prepare Record Drawings, an Engineering Report for the construction and testing of IW-2 and an Operation and Maintenance Manual for IW-2.
 - The consultant shall prepare FDEP-required documents during the well construction and following completion of well construction. The consultant shall use the documents, in part, to support a Request for Operational Testing of IW-2.
 - The consultant shall provide Record Drawings, a report on the construction and testing of the injection well, and an Operation and Maintenance (O&M) Manual to FDEP as required. The consultant shall prepare and submit draft and final copies of each of the above documents to the City for review and comments.
 - The consultant shall incorporate appropriate review comments and the finalized documents shall be submitted to the City and FDEP.
 - The consultant shall respond to all Request for Additional Information (RAIs) on the Record Drawings, Engineering Report and O&M Manual.
 7. Prepare and submit a Request for Operational Testing of IW-2.
 - Prior to being allowed to operate IW-2, a Request for Operational Testing with supporting documentation shall be submitted to FDEP for review and approval by the consultant.
 - The consultant shall prepare a draft Request for Operational Testing of the injection well system. The Request for Operational Testing of IW-2 shall, at a minimum, include Record Drawings, a draft Operation and Maintenance Manual, documentation of the demonstration of mechanical integrity of IW-2, description and interpretation of short-term injection testing procedures and results, Certification of Completion, final well survey, and a demonstration of confinement between the base of the Underground Source of Drinking Water and the injection zone.
 - The consultant shall furnish all services for responding to FDEP's Request for Additional Information on the Request for Operational Services and associated submittals.
 - The consultant shall submit a draft Request for Operational Testing to the City for review and comment. The consultant shall incorporate appropriate review comments into the Request for Operational Testing. The consultant shall submit the finalized Request to the City and to FDEP. This work includes response to an unlimited number of Requests for Additional Information from FDEP.

1.3. Overview of the eRFP Process

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

1.4. Schedule of Events

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

Description	Date	Time
Release of eRFP	As Published on DemandStar	N/A
<u>Pre-Proposal Conference Location:</u> 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984	As Published on DemandStar	See DemandStar

3rd Floor OMB Conference Room Attendance is: Non-Mandatory		
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.5.	October 5, 2021	5:00 p.m. ET
Collective responses to Written Questions by City Issued Addendum	October 8, 2021	5:00 p.m. ET
Proposals Due/Close Date and Time	As Published on DemandStar	See DemandStar
Proposal Opening Location: 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984 3rd Floor OMB Conference Room		
Evaluation Phase 1 Committee Meeting 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984 3rd Floor OMB Conference Room	November 10, 2021	See DemandStar
Evaluation Phase 2 Committee Meeting 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984 3rd Floor OMB Conference Room	November 18, 2021	See DemandStar
Top Three Highest Scoring Consultants (Short List) Issued to City Council for Approval.	Estimated 5 Weeks after Closing	See City Clerk's Website
Finalize Contract Terms	Estimated 6 Weeks after Closing	N/A
Notice of Intent to Award [NOIA] (on or about)	Estimated 8 Weeks after Closing to be Published by City Clerk's Office	N/A
Notice of Award [NOA] (on or about)	Date of Executed Contract to Consultant	N/A

*In the event the estimated value of the contract is less than \$75,000, the City reserves the right to proceed directly to contract award without posting a Notice of Intent to Award.

1.5. Official Issuing Officer (Procuring Agent)
JASON BEZAK, CPPB, NIGP-CPP. PROCUREMENT AGENT II
JBEZAK@CITYOFPSL.COM

1.6. Definition of Terms

Please review the following terms:

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

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

Immaterial Deviation- does not give the consultant a substantial advantage over other consultants.

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

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

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

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

Sourcing Platform- [DemandStar](#)

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

1.7. Contract Term

The Contract term is estimated at **2 years**.

The contract 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 does not guarantee volume or a commitment of funds.

2. Instructions to Consultants

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

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

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

2.1.1. General Information and Instructions

2.1.1. Familiarity with Laws and Regulations

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

2.1.2. Restrictions on Communicating with Staff/ Cone of Silence

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

2.1.3. Submitting Questions

All questions concerning this eRFP must be submitted in writing via email to the Issuing Officer identified in Section 1.5 "Issuing Officer" of this eRFP. No questions other than written will be accepted. No response other than written will be binding upon the City. All consultants must submit questions by the deadline identified in the Schedule of Events for submitting questions. Consultants are cautioned that the City may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section. All questions about this eRFP must be submitted in the following format:

Company Name

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

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

2.1.4. Attending Bidders/Offerors' Conference

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

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

Prior to contract award, the City must be assured that the selected consultant has all of the resources to successfully perform under the contract. This includes, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the on-going needs of the City, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If, during the evaluation process, the City is unable to assure itself of the consultant's ability to perform, if awarded, the City has the option of requesting from the

consultant any information deemed necessary to determine the consultant's responsibility. If such information is required, the consultant will be so notified and will be permitted approximately ten business days to submit the information requested.

2.1.6. Failing to Comply with Submission Instructions

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

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

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

NOTE: The City reserves the right to reject the Bid of any Consultant who has previously failed in the performance of an award or to deliver contracts of a similar nature on time or who is not in a position to perform properly under this award. This includes the firm, employees and financial or legal interests. The City will not enter into a contract or conduct business with any firm or any personnel that is listed on the Federal, State, or other local government agencies' Excluded Parties List, Suspended List or Debarment List. Please see [Florida Statute 287.133](#) for further information regarding business transactions with companies that have been convicted of public entity crimes.

2.1.8. The City's Right to Amend and/or Cancel the eRFP

The City reserves the right to amend this eRFP. All revisions must be made in writing prior to the eRFP closing date and time. If a responding entity discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, they shall immediately notify the City of such error in writing and request modification or clarification of the document. Any modification made to this RFP will be issued as an addendum. Written notice will be posted to DemandStar without divulging the source of the request. If a responding entity fails to notify the City prior to the date and time fixed for submission of an error or ambiguity in the RFP known to them, or an error or ambiguity that reasonably should have been known to them, they shall not be entitled to additional time by reason of the error/ambiguity or its late resolution. By submitting a response, the consultant shall be deemed to have accepted all terms and agreed to all requirements of the eRFP (including any revisions/additions made in writing prior to the close of the eRFP whether or not such revision occurred prior to the time the consultant submitted its response) unless expressly stated otherwise in the consultant's response. **THEREFORE, EACH CONSULTANT IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED eRFP AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE CONSULTANT'S RESPONSE PRIOR TO THE CLOSE OF THE eRFP** All Notice(s) to Proceed with Negotiations with the Top Three Highest Scoring Consultants and Intent to Award (NOIAs) will be posted as referenced in Section 6.7 of this document. **Consultants are encouraged to frequently check the solicitation documentations and embedded URLs for additional information. Finally, the City reserves the right to amend or cancel this eRFP at any time.**

2.1.9. Use of Subconsultant

Except as may be expressly agreed to in writing by the City, Consultant shall not subcontract, assign, delegate or otherwise permit anyone other than Consultant or Consultant's personnel to perform any of Consultant's obligations under this Contract or any of the work subsequently assigned under this Contract. No subcontract which Consultant enters into with respect to performance of obligations or work assigned under the Contract shall in any way relieve Consultant of any responsibility, obligation or liability under this Contract and for the acts and omissions of all subconsultants, agents, and employees. All restrictions, obligations and responsibilities of the Consultant under the Contract shall also apply to the subconsultants. Any contract with a subconsultant must also preserve the rights of the City. City shall have the right to request the removal of a subconsultant from the Contract with or without cause.

2.1.10. Proposal of Addition Services

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

2.1.11. Protest Process

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

2.1.12. Costs for Preparing Responses

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

2.1.13. Public Access to Procurement Records

Solicitation opportunities will be publicly advertised as required by city ordinances and state and federal laws. Any material that is submitted in response to this RFP, including anything considered by the Proposer to be confidential or a trade secret, will become a public document pursuant to [Chapter 119 of the Florida Statutes](#). Any claim of confidentiality is waived upon submission, effective after the City's opening of the proposals pursuant to Section 119.07, Florida Statutes. Therefore, the Proposer is hereby cautioned to NOT submit any documents that the Proposer does not want to be made public. The City is allowed to assess a reasonable charge to defray the cost of reproducing documents. A City employee must be present during the time of onsite inspection of documents. PLEASE NOTE: When information (financial or other information) submitted by a consultant is marked as "confidential", "proprietary", etc., the City will make a determination regarding what information may or may not be withheld from disclosure pursuant to Florida law. Consultants should review [Chapter 119 of the Florida Statutes](#) for all updates before requesting exceptions from Florida Statutes Chapter 119.

2.2. Submittal Instructions

Submittal Instructions to DemandStar

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

2.2.1. eRFP Released

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

2.2.2. eRFP Review

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

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

2.2.3. Preparing a Response

When preparing a response, the consultant must consider the following instructions:

1. Use the provided worksheets to prepare your response. Enter your responses directly into the worksheet. Unless otherwise directed, do not insert "see attached file" (or similar statements) in the worksheet to reference separate documents.
2. Answer each question in sufficient detail for evaluation while using judgment with regards to the length of response.
3. Proofread your response and make sure it is accurate and readily understandable.
4. Label any and all uploaded files using the corresponding section numbers of the eRFP as specified by the City.
5. Use caution in creating electronic files to be uploaded. If the City is unable to open an electronic file due to a virus or because the file has become corrupted, the consultant's response may be considered incomplete and disqualified from further consideration.
6. Use commonly accepted software programs to create electronic files. The City has the capability of viewing documents submitted in the following format: Microsoft Office 2007 and portable document format file (PDF). Unless the eRFP specifically requests the use of another type of software or file format than those listed above, please contact the Issuing Officer prior to utilizing another type of software and/or file format. In the event that the City is unable to open an electronic file because the City does not have ready access to the software utilized by the consultant, the consultant's response will be considered incomplete and disqualified from further consideration.

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

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

1. PROPOSAL SUBMISSION. All proposals shall be submitted by completing and returning all required documents. All submittals are required to be electronic and be contained **in four (4) files TOTAL. No hard copies will be accepted.**
 - A. Upload the MANDATORY RESPONSES AND MANDATORY SCORED RESPONSES FORMS IN EXCEL FORMAT ONLY. Please submit them as two (2) separate excel files. **(File #1 and File #2.)** All required attachments requested for the MANDATORY SCORED RESPONSES shall be uploaded into **File #4.**
 - B. Upload in one file Form 330 as a PDF. **(File # 3)**
 - C. **Upload in one file and in the following order:** the proposal response formatted as instructed in Section 7 of this document, W-9, current Certificate of Insurance, license; then add the following documents: MANDATORY SCORED RESPONSES attachments, Truth-In-Negotiation Certificate and Affidavit, E-verify, Drug Free Workplace Form, PSL Location Form, Cone of Silence Form, Consultant Code of Ethics, Non-Collusion Affidavit, Consultant General Information Worksheet onto DemandStar by the due date and time. **(File # 4)**
 - D. **Enter zero for the cost on DemandStar and select the Submit button at the bottom of the page to send the documents.**
2. REVIEW AND REVISE. In the event the Consultant desires to revise a previously submitted response, the Consultant may revise the response. If the revisions cannot be completed in a single work session, the Consultant should save its progress." Once revisions are complete, the Consultant **must resubmit** its corrected response. Please permit adequate time to revise and then resubmit the response. Please note submission is not instantaneous and may be affected by several events, such as the consultant temporarily losing a connection to the Internet.
3. WITHDRAW. A Consultant may withdraw the proposal by removing all documents from DemandStar prior to the deadline. In the event a Consultant desires to withdraw its response after the closing date and time, the Consultant must submit a request in writing to the Issuing Officer.

3. General Insurance, Bonding and Permit Requirements

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

3.1. Standard Insurance Requirements

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

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

3.2. Bonds and/or Letter of Credit

Bonds are not required.

3.3. Permits

The selected Consultant shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation. Permit fees can be found on the [City's Building Department Website](#). All permit fees shall be included in the contract amount and paid by the successful Consultant(s).

4. eRFP Proposal Factors

This section contains the detailed technical requirements and related services for this eRFP. Consultants are required to download, complete and then upload the Worksheets titled "Mandatory Response Worksheet", "Mandatory Scored Requirement Worksheet", and "Cone of Silence" Requirements found as attachments in the eRFP. Although many solicitations will contain all of the worksheets noted above, it is possible that a solicitation will not contain all three worksheets. In the event all three worksheets are not available as downloadable forms to this eRFP, please confirm with the Issuing Officer that all three worksheets are not required.

Unless requested otherwise, all responses must be provided within the Excel worksheets and not as a separately attached document. Except as otherwise indicated, all requested forms and documents must be submitted electronically via the sourcing tool as an uploaded document to the consultant's response. These worksheets together with any and all other documents submitted in response to Section 4 of this eRFP will be considered the consultant's technical proposal.

The City has determined that it is best to define its own needs, desired operating objectives, and desired operating environment. The City will not tailor these needs to fit particular solutions consultants may have available; rather, the consultants shall propose to meet the City's needs as defined in this eRFP. All claims shall be subject to demonstration. Consultants are cautioned that conditional proposals, based upon assumptions, may be deemed non-responsive.

4.1. Technical Proposal Introduction

All of the items described in this section are service levels and/or terms and conditions that the City expects to be satisfied by the selected consultant. Each consultant must indicate its willingness and ability to satisfy these requirements in the appropriate worksheets.

4.2. Consultant General Information

Each consultant must complete all of the requested information in the electronic purchasing system entitled **Consultant's General Information Worksheet** for inclusion with their solicitation response.

DO NOT INCLUDE ANY COST/PRICING INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.

4.3. Mandatory Requirements

As specified with each requirement listed in the **Mandatory Response Worksheet**, the consultant must indicate whether its proposal meets the individual requirements by marking either a providing an answer and/or attaching the requested documents in the response block(s) provided. Responses to the Mandatory Response Worksheet are not scored. They are used to determine if a Consultant is both Responsible and Responsive.

DO NOT INCLUDE ANY COST/PRICING INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.

4.4. Mandatory Scored Response

As specified with each requirement listed in the **Mandatory Scored Response Worksheet**, the consultant must indicate whether it will meet the individual requirement (if any) and provide a supporting narrative in the space provided. To be considered responsive, responsible and eligible for award, any and all requirements identified in the Mandatory Scored Response Worksheet must be met. There may be rare instances in which an item within the Mandatory Scored Response Worksheet does not create an individual requirement which must be met, but, instead, merely requires a response. All requirements labeled "Mandatory Scored" must be met by the consultant. Failure to meet any mandatory scored requirements may result in disqualification of the proposals. The narrative description, along with any required supporting materials, will be evaluated and awarded points in accordance with Section 6 "Proposal Evaluation, Negotiations and Award" of this eRFP.

DO NOT INCLUDE ANY COST INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.

4.5. Additional Information

As noted in Section 2.2.2 "eRFP Review", please access and review all of the attachments provided by the City within the Event. If supplemental materials are requested by the City to be submitted by the consultant as part of the technical proposal, the consultant should upload these additional materials as directed by the City.

5. Cost Proposal

5.1. Cost Proposal

This section shall follow the requirements as mandated in 287.055 (5), Florida Statutes. In the event the highest scoring proposal for a service/project exceeds the City's available funds, the City may negotiate an adjustment of the proposal price with the highest scoring proposer. By submitting a solicitation response, the consultant agrees that it has read, understood, and will abide by the following instructions/rules:

1. The submitted cost proposal must include all costs of performing pursuant to the resulting contract; and
2. All quantities and/or estimates are for information or tabulation purposes only and;
3. No warranty or guarantee is expressed or implied on the volume of products and/or services that the City may require through the negotiated contract period and;
4. Cost proposals containing a minimum order/ship quantity or dollar value, unless otherwise called for in the eRFP, will be treated as non-responsive and may not be considered for award; and
5. In the event there is discrepancy between the consultant's unit price and extended price, the unit price shall govern;
6. Unless otherwise specified in any terms and conditions attached to the eRFP, all product deliveries will be F.O.B. destination and all shipping charges must be included in the quoted pricing structure; and
7. Unless expressly permitted by the eRFP, responses containing provisions for late or interest charges cannot be awarded a contract. Consultants must "strikethrough" any such provisions in printed forms and initial such revisions prior to submitting a response to the City; and
8. Consultant responses requiring prepayment and/or progress payment requirements may be determined non-responsive unless otherwise permitted by the eRFP; and
9. The prices quoted and listed in the cost proposal shall be firm throughout the term of the resulting contract, unless otherwise noted in the eRFP or contract.

5.2. Payment by City's Visa Card Program

The City currently utilizes the State of Florida [Visa Program](#). The awarded Consultant can take advantage of this program and in consideration, receive payment within several days instead of NET 30 terms.

6. Proposal Evaluation, Negotiations and Award

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

6.1. Administrative/Preliminary Review

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

- 1. Proposal was submitted by deadline in accordance with Section 2
- 2. Proposal is complete and contains all required documents

6.2. Evaluating Proposal Factors (Section 4)

If the consultant's proposal passes the Administrative/Preliminary Review, the consultant's responses to Section 4 "eRFP Proposal Factors" will be submitted to the Evaluation Team for evaluation.

6.2.1. Review of Mandatory and Mandatory Scored Questions

The Evaluation Team will review each proposal in detail to determine its compliance with mandatory eRFP requirements. Responses to both "Mandatory" and "Mandatory Scored" Questions will be evaluated on a pass/fail basis. If a proposal fails to meet a mandatory and/or mandatory scored eRFP requirement, the City will determine if the deviation is material. A material deviation will be cause for rejection of the proposal. An immaterial deviation will be processed as if no deviation had occurred. All proposals which meet the requirements of the "Mandatory" and "Mandatory Scored" Questions are considered "Responsive Proposals" at this point in time and will be scored in accordance with the point allocation in Section 6.3 "Scoring Criteria" of this eRFP.

The consultant will receive a total technical score at the conclusion of the evaluation of the eRFP Proposal Factors.

6.3. Scoring Criteria

The evaluation is comprised of the following:

Category	Criteria	Points
Technical/Proposal Factors	"Mandatory" Requirements	Pass/Fail
Technical/Proposal Factors	"Mandatory Scored"	1,000 points
Total	N/A	1,000 points

6.4. Negotiations of Proposals

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

6.4.1. Overview of Negotiations

After the Evaluation Team has scored the consultants' proposals, the City may elect to enter into negotiations with all responsive and responsible consultants or only those consultants identified by the Evaluation Team as being in the competitive range. The competitive range will not be selected arbitrarily, and those consultants included in the competitive range must have highly scored proposals. The City shall negotiate a contract with the highest scored firm to a compensation, which is fair, competitive and reasonable. Should negotiations with the highest scored firm fail, the City shall terminate negotiations with the highest scored firm and shall begin with the second highest ranked firm. Should negotiations with the second highest ranked firm fail, the City shall terminate negotiations with the second highest ranked firm and shall begin negotiations with the third highest ranked firm. Should negotiations with the third highest ranked firm fail, the City shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with [287.055, Florida Statutes](#), until an agreement is reached.

6.4.2. Negotiation Instructions

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

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

c. the procedures to be followed for negotiations.

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

6.4.3. Competitive Range

If the City elects to negotiate pursuant to Section 6.4, the City may either (1) elect to negotiate with all responsive and responsible consultants, (2) limit negotiations to those consultants identified within the competitive range, or (3) limit negotiations to the number of consultants with whom the City may reasonably negotiate as defined below. In the event the City elects to limit negotiations to those consultants identified within the competitive range, the City will identify the competitive range by (1) ranking consultants' proposals from highest to lowest and (2) then looking for breaks in the scores such that natural groupings of similar scores may be identified. In the event the City determines the number of responsive and responsible consultants is so great that the City cannot reasonably conduct negotiations (which determination shall be solely at the City's discretion and shall be conclusive), the City may elect to limit negotiations to the top three (3) ranked consultants as determined by the Total Score. The City shall negotiate a contract with the highest scored firm to a compensation, which is fair, competitive and reasonable. Should negotiations with the highest scored firm fail, the City shall terminate negotiations with the highest scored firm and shall begin with the second highest ranked firm. Should negotiations with the second highest ranked firm fail, the City shall terminate negotiations with the second highest ranked firm and shall begin negotiations with the third highest ranked firm. Should negotiations with the third highest ranked firm fail, the City shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with [287.055, Florida Statutes](#), until an agreement is reached.

6.4.4. Negotiation Round Completion

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

6.5. Selection and Award

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

6.6. Site Visits, Samples, and Oral Presentations

The City reserves the right to conduct site visits or to invite consultants to present their proposal factors/technical solutions to the Evaluation Team. Unless prohibited by federal, state, county, or local laws and/or ordinances, all Consultant requested presentations shall be performed in an in-person meeting. An oral presentation or product demonstration is not a negotiation and Consultants are not permitted to revise their responses as part of the presentation and/or demonstration. Cost information must not be discussed during the oral presentation of the consultant's technical solution. Samples of items, when required, must be furnished free of expense and, if not destroyed, will upon request, be returned at the Consultant's expense. Request for the return of samples must be made within thirty (30) days following opening of proposals. Each individual sample must be labeled with Consultant's name, eRFP number, and item number. Failure of Consultant to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the eRFP. Unless otherwise indicated, samples should be delivered to the Procurement Management Department.

6.7. Public Announcement

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

7. Contract Terms and Conditions

The contract that the City expects to award as a result of this eRFP will be based upon the eRFP, the successful consultant's final response as accepted by the City, all applicable contract terms and conditions, which can be downloaded from [DemandStar](#). The successful consultant's final response as accepted the City shall mean: the final cost and technical proposals submitted by the awarded consultant(s) and any subsequent revisions to the awarded consultant's cost and technical proposals and the contract terms

and conditions due to negotiations, written clarifications or changes made in accordance with the provisions of the eRFP, and any other terms deemed necessary by the City, except that no objection or amendment by the consultant to the eRFP requirements or the contract terms and conditions shall be incorporated by reference into the contract unless the City has explicitly accepted the consultant's objection or amendment in writing.

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

Exception to Contract

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

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

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

Order of Preference

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

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

8. Payment

To ensure proper payment the awarded Consultant must:

1. The City shall have not less than 30 days to pay for any commodities.
2. Invoices must clearly show the description of products and/or services to include the number of each product or line item fulfilled.
3. All invoices must reference the Contract Number as established by the City.
4. Under no circumstance, will interest of any kind be required as payment to the Awarded Consultant.
5. All charges, e.g., set up costs, must be included in the cost proposal. No charges will be allowed unless specified in the eRFP and agreed upon by the City.
6. Any discrepancies noted by the City must be corrected by the Awarded Consultant within 48 hours.
7. The payment amount due on invoices shall not be altered by the City personnel. Once disputed items are resolved, the Awarded Consultant must submit an amended invoice, or a credit memorandum for the disputed amount.
8. The City will not make partial payments on an invoice where there is a dispute.

9. The City will only make payments on authorized transactions.
10. All invoices must be sent to:
 - i. apnotifications@cityofpsl.com

9. List of eRFP Attachments

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

- ❖ eRFP # 20210107 (this document)

Attachments:

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