



## **City of Port St. Lucie**

### **Electronic Request for Proposals ("E-RFP")**

**Event Name: Vulnerability Assessment Consultant**

**Solicitation Process in Accordance with F.S. 287.055 Consultants Competitive Negotiation Act (CCNA)**

**E-RFP Number: 20240154**

## **1. Project Information**

### **1.1 Purpose of Procurement**

Pursuant to the [City of Port St. Lucie Code of Ordinances, Sec. 35.07](#), the City of Port St. Lucie, a Florida municipal corporation ("City") is requesting Proposals from qualified firms to provide Vulnerability Assessment Consultant services as identified in the Scope of Services.

A descriptive overview of the City of Port St. Lucie 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, (See Section 1.6) with any questions.

### **1.2 Restrictions on Communicating with Staff**

From the issue date of this E-RFP until a City generated Purchase Order is submitted to the contracted consultant (or the E-RFP 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 E-RFP 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 E-RFP Communication Document.

### **1.3 Scope of Work**

The City of Port St. Lucie (City) has entered into a standard grant agreement with the Florida Department of Environmental Protection (FDEP) to prepare a Vulnerability Assessment (VA) in accordance with subsection 380.093, Florida Statutes (F.S.). The VA will need to meet all requirements set forth by FDEP and will also include a Hydrologic and Hydraulic modeling analysis task. The Consultant shall generally assist the City with the acquisition of background data, preparation of reports and maps, and coordination with the stakeholders.

#### **Certifications Required:**

Engineering

Flood Plain Management

**Scope shall include the following elements:**

- Project Management
- Project Initiation/Kickoff and Working Group Meetings
- Acquiring background data including critical assets inventory, topographic data, and flood scenario data
- Produce a technical report outlining compiled data and findings
- Hydrologic and Hydraulic modeling analysis
- Exposure Analysis
- Sensitivity Analysis
- Final VA Report
- Public Presentation of the final VA to the City Council

The specific scope of services to be performed by Consultant is as follows:

**Task 1      Project Management**

Effective project management is the key to a successful project and includes project administration, project review meetings, and project deliverable quality assurance and control (QA/QC) plan. General project administration includes project control and team coordination, including timely communication of the Consultant with City staff. The Consultant will monitor the progress of work on a weekly basis to monitor compliance with established schedule, budget, and work quality requirements.

- Deliverable – Monthly reports

**Task 2      Project Initiation and Kick-Off**

After a notice-to-proceed is issued, the project team will meet to develop an overall project management plan and to address initial actions. The meeting will include a discussion of the project scope, project goals, schedule, key milestones, deliverables, and solicit the City's input and understanding on existing vulnerabilities. The kick-off meeting will be held at the City of Port St. Lucie with the representatives on the Climate Change Working Group (Working Group) along with the City's selected Consultant. Prior to the meeting, the project Consultant will prepare the sign-in sheet, draft project schedule, and other meeting materials as necessary. The City's Working Group will consist of an emergency manager, a floodplain administrator, a transportation lead, a utilities lead, neighborhood services lead, a community and economic development lead, a planning lead, a parks and recreation lead, a Public Works Project Manager, as well as any other City department lead as necessary. During this phase, the Consultant will review any prior studies, including the St. Lucie County Vulnerability Assessment, completed for the City or region that may be relevant to complete the climate vulnerability assessment.

- Deliverables – Draft list of Steering Committee members, sign-in sheet, meeting minutes

**Task 3      Working Group Meetings**

During the development of the vulnerability assessment supplement, the Working Group will meet to discuss items pertaining to their department's assets. The first meeting after the kick-off meeting will be to discuss critical assets for each department and compare the assets with the information that was sent to St. Lucie County for the joint vulnerability assessment. The second meeting will be to discuss the climate scenarios and review the updated bath-tub maps that were originally created by the St. Lucie Vulnerability Assessment and to overlay them with the asset maps. The purpose of the meeting is to ensure that all critical assets are accounted for. The third meeting will be to discuss the update to the existing hydrologic hydraulic model in relation to the critical assets to review the exposure and to discuss possible adaptation techniques that can be used for each asset. The fourth meeting will be to review the proposed projects from the existing stormwater master plan in relation to exposure and determine the types of projects that would be needed to mitigate the exposure.

- Deliverables – Include sign-in sheets, meeting minutes, and meeting materials.

## **Task 4      Acquire Background Data**

### **Task 4.1      Critical/Regionally Significant Assets Inventory**

The Consultant will work with the Working Group to obtain the inventory. The initial information will be obtained from the City GIS system. After initial obtainment, the Consultant will meet with each department to confirm that the data is the most up-to-date information. The data will include, but not be limited to, transportation assets and evacuation routes; critical infrastructure; critical community and emergency facilities; natural, cultural, and historical resources; flood elevation certificates; and building footprints. These GIS files and associated metadata must adhere to the Florida Department of Environmental Protection (FDEP) GIS and Metadata Standards as defined in Section 380.093(3)(c), Florida Statutes.

### **Task 4.2      Topographic Data**

The Consultant will obtain from St. Lucie County or the State of Florida the most recent LiDAR data and existing survey data from the public works base maps or utility GIS system.

### **Task 4.3      Flood Scenario-Related Data**

- i) Precipitation data – Rainfall frequency data is available from various sources and is used in calculating hydrology used for infrastructure design. The Consultant will review data from the National Weather Service (NWS), South Florida Water Management District (SFWMD), NOAA, and any local rainfall gauge information with the return periods to determine the appropriate design rainfall to be used for the rain-induced model. To evaluate the impact of future changes in precipitation, the Consultant will analyze a downscaled General Circulation Model (GCM) precipitation within the St. Lucie County area. This data set contains daily rainfall projections from 1950-2100 covering the entire continental US at a 6-kilometer grid resolution. This analysis will be used to understand how heat indicators may evolve for each planning time frame.
- ii) Groundwater level data – The Consultant shall obtain from a publicly available source the groundwater potentiometric surface maps for the area. In addition, the Consultant will obtain geotechnical reports from existing SFWMD Environmental Resource Permits or City projects adjacent to a waterbody. Approximately three (3) for each watershed will be obtained. This information will help in determining the groundwater elevations within the City. In addition, the Consultant will contact the SFWMD to obtain data related to the hydro stratigraphic units within St. Lucie County.
- iii) Tidal datums and tidal flooding – The Consultant will utilize the USGS gauge at the Roosevelt Bridge, the SFWMD gauge at the Gordy Structure, the SFWMD gauge at the C-23, and the SFWMD at the C-24 to determine the linear relationship of stage and timing to determine the appropriate Mean Sea Level (MSL), the Mean Low Low Water (MLLW) and the Mean High High Water (MHHW) for the existing conditions.
- iv) Sea Level Rise Projections – Utilize the projections from NOAA for the North Fork of the St. Lucie River for the most recent intermediate-high and intermediate-low projections for 2040, 2070, and 2100. The Consultant will also review the data at the USGS gauge at the Roosevelt Bridge and develop a sea level rise trend for the river.
- v) Storm Surge – The Consultant will obtain from the Federal Emergency Management Agency (FEMA) flood depth grids and water surface elevation grids (which are non-regulatory products provided to local municipalities) and information from the USACE Coastal Hazards System South Atlantic Coastal Study (SACS) to determine surge elevations. In addition, the Consultant will obtain the 1% Annual Chance Stillwater Elevation Map for the area to determine if the river areas are included. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event.
- vi) Extreme Heat – To evaluate the impact of future changes in extreme heat frequency/duration, the Consultant will obtain from the Localized Constructed Analogs (LOCA) dataset heat events within the St. Lucie County area. This data set contains daily temperature projections from 1950-2100 covering the entire continental US at a 6-kilometer grid resolution. This analysis will be used to understand how heat indicators may evolve for each planning time frame.

- Deliverable – A technical report outlining the data compiled and findings.

### **Task 5      Hydrologic and Hydraulic Modeling Analysis**

Update four (4) existing basin studies utilizing Storm Wise (formerly known as ICPR). The update will include impervious area, stage-storage, and basin connections. The models will be executed with and without storm surge for the 10-year, 1-day, 25-year, 3-day, and 100-year, 3-day storm events with tidal flooding and 2040, 2070, and 2100 sea-level rise scenarios. In addition, a proposed model will be developed using the City's existing capital improvement project upgrades for the same storm events and scenarios.

#### **a) Update Existing Modeling**

- i) Impervious Area – Utilize the normalized difference vegetation index (NDVI) in ArcGIS to determine the Impervious Areas within existing basins. Utilize the County's Property appraiser layers to determine the building coverage and to add the layers into ICPR.
- ii) Stage-Storage – Update the stage storage calculations utilizing Storm Wise (ICPR 4) to use within the model.
- iii) Model Runs – with and without storm surge.
  - (1) Today's tailwater
  - (2) 2040
  - (3) 2070
  - (4) 2100

#### **b) Update Proposed Modeling**

- i) Update the existing model with the proposed projects from the Stormwater Master Plan.
- ii) Model Runs – with and without storm surge.
  - (1) Today's tailwater
  - (2) 2040
  - (3) 2070
  - (4) 2100

### **Task 6      Exposure Analysis**

Consultant shall update the maps that were produced in the St. Lucie County Vulnerability Assessment with the tidal information and sea level rise projections. Also, the Consultant will produce maps from the rainfall-induced flooding model to the scenarios as specified in the modeling task. These maps will include a topographical map, hydric environment, critical and general City infrastructure, future land use, zoning, emergency management, utilities, stormwater, transportation, FEMA's National Flood Hazard Layer (NFHL), and Social Vulnerability Index. GIS files and associated metadata must adhere to Resilient Florida Program GIS Data and Metadata Standards.

- Deliverables – Exposure maps

### **Task 7      Sensitivity Analysis**

The project team shall perform the sensitivity analysis. The purpose of this analysis is to measure the impact of flooding on assets, applying the data from the exposure analysis to the inventory of critical assets created in the previous task. The analysis should include an evaluation of the impact of flood severity on each asset type at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

- Deliverable - The project team should provide a draft Vulnerability Assessment (VA) report detailing the findings of the exposure analysis and the sensitivity analysis, including visual presentation of the data via maps and tables, based on the statutory scenarios and standards; an initial list of critical and regionally significant assets that are impacted by flooding, prioritized by area or immediate need, specifying for each asset which flood scenario(s) it was impacted by.

### **Task 8      Final Vulnerability Assessment Supplement**

The final VA will include all results from the exposure and sensitivity analyses, as well as a summary of identified risks and assigned focus areas. It will contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. The project team will provide the VA Compliance Checklist Certification (See Attached FDEP Exhibit

A). The report will also include preliminary climate adaptation strategies. In accordance with statute, the project team will submit at a minimum:

- a) A report detailing the findings of the assessment.
- b) All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the assessment in a format suitable for input to the Department's mapping tool.
- c) GIS data that has been incorporated into the appropriate Florida State Plan Coordinate System and suitable for the Department's mapping tool.
- d) Metadata using standards prescribed by the FDEP.
- e) A list of critical assets, including regionally significant assets, that are impacted by flooding and sea level rise.
- f) Deliverables - Final Vulnerability Assessment Report detailing the findings, including illustrations via maps and tables, based on the statutorily required scenarios and standards in Section 380.093, F.S.; a final list of critical and regionally significant assets that are impacted by flooding, prioritized by area or immediate need, specifying for each asset which flood scenario(s) it was impacted by.

#### **Task 9      Public Presentations**

The project team will meet individually with the Mayor and City Council members for five (5) one-on-one meetings to present and discuss the final VA. After those meetings the project team will present the final VA to the City of Port St. Lucie Council at a City Council meeting. The purpose of the presentation is to share the findings from the final VA and recommend actions for adaptation strategies and project funding. The presentation will also inform the public of the results and the future risk of sea level rise and increased flooding and encourage community participation when identifying mitigation strategies to address the flooding vulnerabilities.

- Deliverable – meeting agenda indicating location, date, and time of the meeting and meeting minutes.

#### **I.4      Overview of the E-RFP Process**

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

#### **1.5      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 E-RFP will be publicly posted prior to the closing date of this E-RFP. After the close of the E-RFP, 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 E-RFP	As Published on OpenGov	N/A
Pre-Proposal Conference Location: Attendance is: <b>Strongly Recommended</b>	N/A	N/A
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.6.	<b>September 20 , 2024</b>	<b>5:00 p.m. ET</b>
Responses to Written Questions	<b>September 27, 2024</b>	5:00 p.m. ET
Proposals Due/Close Date and Time	<b>October 14, 2024</b>	<b>3:00 p.m. ET</b>
Evaluation Committee Meeting #1 to Review Score Proposals	<b>TBD</b>	<b>N/A</b>
Evaluation Committee Meeting # 2 for Question and Answer- Presentations	<b>TBD</b>	<b>N/A</b>
Negotiations with Identified consultant(s) (on or about); discretionary process	<b>TBD</b>	<b>TBD</b>

#### 1.6 Official Issuing Officer

**Name:** India Barr- Procurement Contracting Officer I

**Email:** [ibarr@cityofpsl.com](mailto:ibarr@cityofpsl.com)

#### 1.7 Definition of Terms

Please review the following terms:

CCNA – (“Consultants’ Competitive Negotiation Act.”) Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services. See [section 287.055, Florida Statutes](#).

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

City of Port St. Lucie (“City”) – the governmental entity identified in Section 1.1 – “Purpose of Procurement,” of this E-RFP.

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 of 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- OpenGov

Any special terms or words which are not identified in this E-RFP Document may be identified separately in one or more attachments to the E-RFP. Please download, save and carefully review all documents in accordance with the instructions provided in Section 2 – “Instructions to Proposers,” of this E-RFP.

#### 1.8 Contract Term

The initial term of the contract(s) is for one (1) year with two (2) one-year options to renew. Unless this E-RFP states otherwise, the resulting award of the contract does not guarantee volume or a commitment of funds.

## **A. Instructions to Bidders/Proposer**

This section contains general business requirements. By submitting a response, the Proposer 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 Proposer's submitted pricing.

By submitting a response to the E-RFP, the Proposer is acknowledging that the Proposer:

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

### **2.1. General Information and Instructions**

#### **2.1.1. Familiarity with Laws and Regulations**

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

#### **2.1.2. Submitting Questions**

All questions concerning this E-RFP must be submitted in writing via email to the Issuing Officer identified in Section 1.6 – "Official Issuing Officer," of this E-RFP. No questions other than written will be accepted. No response other than written will be binding upon the City. All Proposers must submit questions by the deadline identified in the Schedule of Events for submitting questions. Proposers 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 E-RFP must be submitted in the following format:

Company Name

Question #1 Question, *Citation of relevant section of the E-RFP*

Question #2 Question, *Citation of relevant section of the E-RFP*

#### **2.1.3. Attending Pre-Proposal Conference**

The Pre-Proposal Conference or any other information session (if indicated in the schedule of events) will be held at the offices referred to in Section 1.5 – "Schedule of Events," of this E-RFP. Unless indicated otherwise, attendance is not mandatory, although Proposers are strongly encouraged to attend. However, in the event the conference has been identified as mandatory, then a representative of the Proposer must attend the conference in its entirety to be considered eligible for a contract award. The Consultant is strongly encouraged to allow ample travel time to ensure arrival in the conference meeting room prior to the beginning of any mandatory conference. The City reserves the right to consider any representative arriving late to be "not in attendance." Therefore, all consultants are strongly encouraged to arrive early to allow for unexpected travel contingencies.

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

Prior to the 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 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 seven business days to submit the information requested.

#### **2.1.5. Failing to Comply with Submission Instructions**

Responses received after the identified due date and time or submitted by any other means than those expressly permitted by the E-RFP will not be considered. The Consultant's response must be complete in all respects, as required in each section of this E-RFP.

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

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

**NOTE:** The City may not accept proposals from firms that have had adversarial relationships with the City or firms that have represented entities that have had adversarial relationships with the City. 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 [section 287.133, Florida Statutes](#), for further information regarding business transactions with companies that have been convicted of public entity crimes.

#### **2.1.7. The City's Right to Amend and/or Cancel the E-RFP**

The City reserves the right to amend this E-RFP. All revisions must be made in writing prior to the E-RFP closing date and time. If a responding entity discovers any ambiguity, conflict, discrepancy, omission or other error in the E-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 E-RFP will be issued as an addendum. Written notice will be posted to OpenGov 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 E-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 E-RFP (including any revisions/additions made in writing prior to the close of the E-RFP 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 E-RFP AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE CONSULTANT'S RESPONSE PRIOR TO THE CLOSE OF THE E-RFP.** All Notice(s) of Intent to Award (NOIAs) will be posted as referenced in Section 4.7 – "Public Award Announcement," 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 E-RFP at any time.**

#### **2.1.8. Assigning of the Contract & Use of Subconsultants**

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

The successful Proposer shall provide a listing of all subconsultants, suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment), other



than those identified in the Bid Reply, to the City if requested. Such list shall be accompanied by an experience statement for each such subconsultant, supplier, person or organization if requested by City. The City, after due investigation, has reasonable objection to any proposed subconsultant, supplier, other person or organization, may, before the Notice of Award is given, request apparent successful Proposer to submit an acceptable substitute.

If apparent successful Proposer declines to make any such substitution, City may award the Contract to the next acceptable Proposer that proposes to use acceptable subconsultants, suppliers, and other persons and organizations. Any subconsultant, supplier, other person or organization listed and to whom City does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to City subject to revocation of such acceptance after the effective date of the Contract.

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

#### **2.1.9. Proposal of Additional Services**

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

#### **2.1.10. Protest Process**

Proposers should familiarize themselves with the procedures set forth in [City Code of Ordinances, Section 35.15](#). By submitting a proposal, Consultant agrees that it has read and understands the process in section 35.15 and agrees to abide by it. \_

#### **2.1.11. Costs for Preparing Responses**

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

#### **2.1.12. Public Access to Procurement Records**

Solicitation opportunities will be publicly advertised as required by city ordinances and state and federal laws. Any material that is submitted in response to this E-RFP, including anything considered by the Consultant to be confidential or a trade secret, will become a public document pursuant to chapter 119, 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 Consultant is hereby cautioned to NOT submit any documents that the Consultant 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, Florida Statutes, for all updates before requesting exceptions from chapter 119, Florida Statutes.

## **2.2. Submittal Instructions**

## Submittal Instructions to OpenGov

Listed below are key action items related to this E-RFP. The Schedule of Events in Section 1.5 identifies the dates and time for these key action items. This portion of the E-RFP provides high-level instructions regarding the process for reviewing the E-RFP, preparing a response to the E-RFP and submitting a response to the E-RFP. Consultants are encouraged to utilize the training materials identified in Section 2.2 of this E-RFP to ensure a successful submittal in response to this E-RFP.

### 2.2.1. E-RFP Released

The release of the E-RFP is only communicated through the posting of this E-RFP as an event in OpenGov . This E-RFP is being conducted through OpenGov an online, electronic tool, which allows a consultant to register, logon, and upload any necessary documents. Each consultant interested in competing to win a contract award must complete and submit a response to this E-RFP using OpenGov. Therefore, each consultant **MUST** carefully review the submittal instructions on OpenGov 's website and follow the submittal guidance that is provided in Section 2.2 of this RFP document.

### 2.2.2. E-RFP Review

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

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

### 2.2.3. Reviewing, Revising or Withdrawing a Submitted Response

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

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

3. WITHDRAW. A Consultant may withdraw the proposal by removing all documents from OpenGov prior to the deadline. In the event a consultant desires to withdraw its response after the closing date and time, the Consultant must submit a request in writing to the Issuing Officer.

#### **2.2.4. Proposal Format / Evaluation Criteria**

##### **Instructions to Respondents**

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

##### **Proposals must include the following information in this order:**

##### **Title Page**

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

##### **Table of Contents**

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

##### **Tab 1 – Firms Qualifications**

Provide a description of your Firm, your Firm's experience, and underlying philosophy in providing the services as described and requested herein. Description should include details such as: abilities, capacity, skill, strengths, number of years, location of office(s).

##### **Tab 2 – Methodology/Approach**

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

##### **Tab 3 – Certified Minority Business Enterprise**

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

##### **Tab 4 - Company Relevant Experience & Reference**

Provide details of a maximum of three (3) projects similar in scope and size to that being requested through this solicitation that your firm has completed recently. Details for each project example provided should include:

- Project Name
- Project Address
- Customer Name
- Customer Contact Information
- Point of contact Name, Phone, and Email
- Brief description of work provided.
- Initial costs of work
- Final costs of work

- Number of change orders
- Total completion time (From Notice to Proceed to Final Invoice payment)

#### **Tab 5 – Additional Required Proposal Submittal Forms**

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

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

#### **Tab 6 – Personnel**

Provide a detailed description of the Firm's specific project management team, inclusive of sub-Consultants anticipated to be utilized, that will be assigned to the Contract. Identify the roles and responsibilities of the primary team members as they pertain/apply to the Project Approach and include details that demonstrate individual's knowledge and understanding of the types of services to be performed as well as previous experience in similar or related work.

Firm must identify staff member that will serve as Project Director that shall be authorized and responsible to act on behalf of the Consultant with respect to directing, coordinating, and administering all aspects of the services to be provided and performed.

Provide a statement acknowledging your firm's understanding that the project management team/key team members assigned to the Contract, as described above, shall not be substituted without the express permission of the City of Port St Lucie.

Provide resumes, licensure, and certifications of proposed specific project management team, inclusive of sub-Consultants anticipated to be utilized, to be assigned to the Contract.

### **3. General Insurance**

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**

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

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

as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

1. Workers' Compensation Insurance & Employer's Liability: The Consultant shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes, and as may be amended from time to time. Employers' Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, and \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis. Should scope of work performed by the Consultant qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.
2. Commercial General Liability Insurance: The Consultant shall agree to maintain Commercial General Liability insurance, issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

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

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

Except as to Workers' Compensation and Employers' Liability and Professional Liability Insurance, Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured for Commercial General Liability and Business Auto Liability policies. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall be listed as additional insured and shall include Contract #20240154 – Vulnerability Assessment Consultant "** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Consultant shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsement shall be attached to the Certificate of Insurance.

4. Business Automobile Liability Insurance: The Consultant shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event the Consultant does not own any automobiles, the Business Auto Liability requirement shall be amended allowing Consultant to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage shall apply on a primary and non-contributory basis.
5. Professional Liability Insurance: Consultant shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$2,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, the City reserves the right, but is not obligated,

to review and request a copy of Consultant's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, Consultant warrants that the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Consultant shall agree to purchase a SERP with a minimum reporting period not less than four (4) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.

6. Waiver of Subrogation: By entering into this Contract, the Consultant agrees to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Consultant shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.
7. Cyber Liability Insurance: Contractor shall agree to maintain Cyber Liability in limits not less \$1,000,000 Per Occurrence for direct loss, legal liability, and consequential loss resulting from cyber security breaches. Coverage to include coverage for Privacy & Security Liability, Security Breach Response / Customer Breach Notice Expense, Cyber Extortion and Electronic Media Liability. The City of Port St. Lucie must be listed as an additional insured. A waiver of subrogation shall be provided in favor of the City. Coverage shall apply on a primary and non-contributory basis.
8. Deductibles: All deductible amounts shall be paid for and be the responsibility of the Consultant for any and all claims under this Contract. Where an SIR or deductible exceeds \$5,000, the City reserves the right, but is not obligated, to review and request a copy of the bidder's most recent annual report or audited financial statement.

It shall be the responsibility of the Consultant to ensure that all independent consultants and/or sub-consultants comply with the same insurance requirements referenced herein. It 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 the consultant, any independent consultants, and/or any subconsultants maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant/independent consultant/subconsultant.

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

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

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

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

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

#### 4. Proposal Evaluation, Negotiations and Award

All timely proposals will be evaluated in accordance with the following steps. Based on the results of the initial evaluation the City may or may not elect to negotiate technical factors as further described in the E-RFP. Once the evaluation process has been completed (and any negotiations the City desires to conduct have occurred), the apparent successful consultant 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 E-RFP as described further in Section 4.7 – "Public Award Announcement," of this E-RFP.

##### 4.1 Administrative/Preliminary Review

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

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

##### 4.2 Evaluating Proposal Factors

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

###### 4.2.1 Review of Proposals

Procurement Management will review each proposal in detail to determine its compliance with the E-RFP requirements. If a proposal fails to meet the minimum qualifications and mandatory requirements, the City will determine if the deviation is material. A Material Deviation will be cause for rejection of the proposal. An Immaterial Deviation will be processed as if no deviation had occurred. All proposals which meet the requirements of the minimum qualifications and mandatory requirements are considered Responsive Proposals at this point in time and will be scored in accordance with the point allocation in Section 4.3 – "Evaluation Criteria," of this E-RFP.

The consultant will receive a total score at the conclusion of the evaluation of the E-RFP Evaluation Factors.

##### 4.3 Evaluation Criteria

The proposal will be scored in the following manner:

Category	Points
Firm's Qualifications (Form 330)	Maximum 275 points
Personnel & Experience and Knowledge (Form 330)	Maximum 325 points
Methodology/Approach	Maximum 350 points
Certified Minority Business Enterprise	Maximum 50 points
<b>Total</b>	<b>Maximum 1000 points</b>

##### 4.4 Negotiations of Proposals and/or Cost Factors

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

###### 4.4.1 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(s) to a compensation, which is fair, competitive and reasonable. Should negotiations with the highest scored firm fail, the City shall terminate negotiations with the highest scored firm and shall begin with the next highest ranked firm. This process will continue by negotiating with the next

highest ranked firm until an agreement is reached, there are no qualified firms remaining, or the E-RFP has been cancelled.

#### **4.4.2 Negotiation Instructions**

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

- 1. Negotiation Invitation:** Those 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.

#### **4.4.3 Competitive Range**

If the City elects to negotiate pursuant to Section 4.4, the City may either (1) elect to negotiate with all Responsive and Responsible 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.

#### **4.4.4 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

#### **4.5 Selection and Award**

The City reserves the right to award to a single firm or make multiple awards to multiple firms to be placed on the rotation list.

#### **4.6 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, E-RFP 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 E-RFP. Unless otherwise indicated, samples should be delivered to the Procurement Management Division.

#### **4.7 Public Announcement**

The preliminary results of the evaluation will be announced through the public posting of a Notice of Intent to Award ("NOIA") on the Electronic Bidding System. The NOIA is not notice of an actual contract award; instead, the NOIA is notice of the City's expected Contract award(s) pending resolution of the protest process period, pursuant to City Code of Ordinances, Section 35.15, and final approval by the City Council at a publicly noticed meeting. The NOIA (if any) will identify the apparent successful Consultant(s) and



unsuccessful Consultant(s). NO CONSULTANT SHOULD ASSUME PERSONAL NOTICE OF THE NOIA WILL BE PROVIDED BY THE CITY. INSTEAD, ALL CONSULTANT SHOULD FREQUENTLY CHECK THE ELECTRONIC BIDDING SYSTEM FOR NOTICE OF THE NOIA.

## 5. Payment

To ensure proper payment the awarded Consultant must comply with the following:

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

### Payment by City's Visa Card Program

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

## 6. Contract Terms and Conditions

The contract that the City expects to award as a result of this E-RFP will be based upon the E-RFP, the successful consultant's final response as accepted by the City, and all applicable contract terms and conditions, which can be downloaded from [OpenGov – PSL Contract Agreement](#). "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 E-RFP, and any other terms deemed necessary by the City, except that no objection or amendment by the consultant to the E-RFP 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 E-RFP. Consultants should plan on all express requirements within this E-RFP, and City attached documents, and links contained in this posted solicitation as being included in any award as a result of this E-RFP. 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 E-RFP 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 E-RFP.

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 E-RFP 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 E-RFP (including any subsequent addenda and written responses to proposers' 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 E-RFP.
- (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.

## **7. List of E-RFP Attachments**

The following documents make up this E-RFP. Please see Section 2.2.2 – "E-RFP 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.

### Project Related Attachments:

- Attachment A – PSL Sample Contract Agreement

### Attachment B – Required Forms

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

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