



**City of Port St. Lucie  
Electronic Bid (“eBid”)  
Event Name: Maintenance and Repair of Irrigation Systems  
eBid (Event) Number: 20240152**

**1. Introduction**

**1.1. Purpose of Procurement**

Pursuant to the [City of Port St. Lucie Code of Ordinances, Section 35.07](#), this electronic (“eBid”) is being issued to establish a Contract with one or more qualified Contractors who will provide **Maintenance and Repair of Irrigation Systems** to the City of Port St. Lucie (hereinafter, “City”) as further described in this eBid.

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 with any questions.

**1.2. Restrictions on Communicating with Staff**

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

**1.3. eBid Scope of Requested Commodities**

**Scope of work**

The City of Port St. Lucie desires to obtain bids from qualified individuals, firms, and legal entities for the Maintenance & Repairs of Irrigation Systems in the City of Port Saint Lucie. It is the intent of the City to enter into a per unit fixed price contract with one (1) qualified Contractor to maintain and make any necessary repairs to the irrigation systems listed in Table 1, below.

Table 1 - Irrigation System Locations		
Item	Location	Number of Zones
1	Crosstown Parkway Segment 2	137
2	Crosstown Parkway Segment 3	30
3	Crosstown Parkway Segment 4	60
4	Crosstown Parkway Segment 5	28

5	Crosstown Parkway Segment 6	26
6	Village Parkway Phase 1	25
7	Village Parkway Phase 2	82
8	Becker Road / I-95 East & West	120
9	Becker Road Phase 2	7
10	Becker Road Phase 3	12
11	Becker Road Phase 4	9
12	Becker Road / East Side of Turnpike	11
13	Gatlin Blvd. / I-95	18
14	St. Lucie West	61
15	City Center	59
16	Gatlin Blvd	26
17	Veterans Memorial	33
18	Port St Lucie Blvd (Gena)	5
19	PSL Blvd	17
20	Montauk /PSL Blvd	8
21	Westmoreland/ Bakersfield	3
22	Grand/ Hillmoor	37
23	North Lennard	13
24	South Lennard	4
25	Morningside	15
26	Westmoreland/ Tesoro	34
27	Westmoreland / PSL	11
28	Bayshore #1	27
29	Bayshore #2	9
30	Bayshore #3	13
31	Crosstown @ North Village Parkway	14
32	US 1, Floresta 1,Sagamore East and West Floresta 1,2	126
33	SLW Blvd M1-M9	2
34	Southbend Roundabout	4
35	Heatherwood	4
36	SLW Roundabouts	10
37	Midway Selvitz	14

This project involves the inspection maintenance and potential repairs to the City's irrigation systems located throughout the City of Port St. Lucie. Maintenance shall include, but not limited to, every zone in each section be turned on, walked and observed one (1) time per month and coordinate and perform monthly tests of each rain can with the City's Irrigation Consultant. All repairs identified during the maintenance of the systems that exceed one thousand dollars (\$1,000.00) will require the approval of the Department Director, or his/her designee. The zones currently in service are listed above. The City reserves the right to add or delete zones at any time during the Contract period.

Detailed daily reports summarizing the work and repairs completed the previous day including, but not limited to damaged parts replaced, repairs made, adjustments to controllers, clocks, zones quarterly exercising of valves, and rain cans checked.

Monthly reports are to be submitted to the City by the first week of the following month. Summary of the entire work performed.

**Work to be performed by Contractor:**

1. Every zone to be turned on, walked, and observed. A flag should be put next to each issue observed on the following list (using color coded flags for different types of issues are recommended). All head adjustments to ensure overlapping 100% coverage is the responsibility of the Contracted Inspector to correct at the time of inspection. Broken heads are to be flagged. All Valve Boxes are to be inspected and exercised quarterly and if replacement of box is needed please include in report by location GPS referenced.
2. When all issues for a controller have been addressed, move to the next controller and perform the same tasks.
3. At the end of each day, or the start of the next, enter information/issues found during this WET CHECK process into the issue tracking work station. Dry checks can also be performed at the discretion of the City representative which require all of the irrigated sites to be visually inspected and reported by zone of the level of hydration or not and recommendations if needed.
4. This is to be done to ensure each zone is operated and checked once per month.
5. Open up all controllers and cluster control units and visually inspect the top and bottom of the cabinet for pests. Clean up/address as required. Contractor is to treat for pests monthly or as needed. Note findings on the "work station".
6. All products installed are to be the same product, or latest model, as per the original design unless physical changes in the landscaping require a different approach. Always follow the original design intent. If changes are made, the City and the City's Irrigation Consultant must be notified in writing so adjustments can be made to the software. All adjustment must be noted in the work station.
7. The first week of each month, collect flow meter data from all sites without automatic flow meters in place. Provide this data to the City and the City's Irrigation Consultant for reporting purposes via a written e-mail.
8. Monthly, coordinate a test of each rain can with the City and the City's Irrigation Consultant to ensure they are all operational. Clean out as necessary.
9. Use the Central Control system to determine how to handle all issues reported. Monitor site at the beginning of the day to determine issues.
10. Check and clean zone line and main line filters Quarterly, Replace when needed.

The City of Port St. Lucie desires to obtain bids from qualified individuals, firms, and legal entities for the Maintenance & Repairs of Irrigation Systems in the City of Port Saint Lucie. It is the intent of the City to enter into a per unit fixed price contract with one (1) qualified Contractor to maintain and make any necessary repairs to the irrigation systems listed in Table 1 in Section VI under Compensation.

#### **SECTION IV**

The Bidders should be aware that the City may add additional irrigation sites as the City grows. The selected Bidder will be required to maintain and make necessary repairs to the additional sites, at the appropriate unit cost price, as they are added to the Contract. All parts and materials used for repairs will be billed at the percentage markup listed on the E-Bid Reply Sheet # 20240152 and invoices for parts and materials are to be attached to each pay request. Labor for repairs will be billed at a minimum of one (1) hour. As-built drawings for all sections are available upon request. The City may choose to supply selective parts at the City's discretion.

The Bidder shall have all the required licenses and certifications necessary to perform this work. It is the Bidder's responsibility to verify with the City's Building Department that they possess the proper licenses and certifications to perform the work prior to submitting a bid.

**Specific Qualifications :**

- Bidder shall provide a minimum of one (1) employee, available for all contractor irrigation service work, who has satisfactorily completed the following training, at a minimum:
  - a. Attended and completed a Rain Bird Level One (1) and Level Two (2) Maxicom hardware class.
  - b. Attended and completed a Rain Bird Level One (1) and Level Two (2) Maxicom software class.
- Bidder shall have installed and maintained a minimum of three (3) computerized irrigation central control systems in the past three (5) years, one (1) of which must have been a Rain Bird Maxicom system. The City of Port St. Lucie shall **not** be used to meet this requirement. (Use Questionnaire to list projects)
- Bidder shall have installed and maintained a minimum of three (3) Variable Frequency Drive (VFD) pump stations during the past three (5) years. Projects must be maintenance contracts involving pump stations with VFD's. The City of Port St. Lucie shall **not** be used to meet this requirement. (Use Questionnaire to list projects)
- Bidders must be FDOT certified in Maintenance of Traffic (MOT). Documentation of this certification must be uploaded to Opengov at time of submittal.

**1.4. Overview of the eBid Process**

The objective of the eBid is to select one or more qualified Contractors (as defined by Section 1.1 – “Purpose of Procurement”) to provide the goods and/or services to the City as outlined in this eBid. This eBid process will be conducted to gather and evaluate responses from Contractor for potential award. All qualified Contractors are invited to participate by submitting responses, as further defined below. After evaluating all Contractor's responses received prior to the closing date of this eBid and resolution of any Contract exceptions, the preliminary results of the eBid process will be publicly announced, by the City Clerk's office, including the names of all participating Contractors and the evaluation results. Subject to the protest process, final Contract award(s) will be publicly announced thereafter.

NOTE TO CONTRACTORS: The general instructions and provisions of this document have been drafted with the expectation that the City may desire to make one award or multiple awards. For example, this document contains phrases such as “contract(s)” and “award(s).” Please refer to Section 1.1 – “Purpose of Procurement” and Section 6.5 – “Selection and Award,” for information concerning the number of contract awards expected.

**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 eBid will be publicly posted prior to the closing date of this eBid. After the close of the eBid, the City reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, award, and the Contract term on an as-needed basis, with or without notice.

Description	Date	Time
Release of eBid	As Published on Opengov	N/A
Bidders'/Offerors' Conference Location: N/A Attendance is: N/A	N/A	As Published on Opengov
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.6.	9/9/2024	5:00 p.m. ET
Responses to Written Questions	9/18/2024	5:00 p.m. ET
Bids Due/Close Date and Time	10/4/2024	3:00 p.m

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

\*In the event the estimated value of the Contract is less than \$100,000.00 the City reserves the right to proceed directly to Contract award without posting a Notice of Intent to Award.

#### 1.6. Official Issuing Officer (Procuring Agent)

**Name:** India Barr

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

#### 1.7. Definition of Terms

Please review the following terms:

Contractor(s) – companies desiring to do business with the City (Also called “Bidder,” “Proposer,” or “Offeror.”)  
City of Port St. Lucie (City) – the governmental entity identified in Section 1.1 – “Purpose of Procurement,” of this eBid.

Immaterial Deviation- does not give the Contractor a substantial advantage over other Contractors.

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

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

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

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

Sourcing Platform- OpenGov

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

#### 1.8. Contract Term

The initial term of the Contract(s) is for three (3) years from the issuance of a Purchase Order. The City shall have an option to renew for an additional three (3) years, which options shall be exercisable at the sole discretion of the City. Renewal will be accomplished through the issuance of a Contract amendment from the

City's Procurement Management Division. In the event that the Contract(s), if any, resulting from the award of this eBid shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified products and/or services, the City may, with the written consent of the awarded Contractor(s), extend the Contract(s) for such period of time as may be necessary to permit the City's continued supply of the identified products and/or services. The Contract(s) may be amended in writing from time to time by mutual consent of the parties. Unless this eBid states otherwise, the resulting award of the Contract(s) does not guarantee volume or a commitment of funds.

#### **1.8.1 Hours of Service**

The standard hours of work allowed in the City's rights-of-way are from 7:00 a.m. to sundown Monday through Friday. Any work performed by the Contractor outside of the aforementioned time limit requires special authorization by the City and requires that the Contractor obtain a noise permit from the City Police Department. All equipment operated at night shall comply with the noise levels established by the City of Port St. Lucie noise ordinance. Any additional costs associated with work outside of the hours of work allowed shall be borne by the Contractor. This shall include, but is not limited to, costs of inspection, testing, police assistance, and construction administration.

All night, Saturday, Sunday, and/or Holiday work must be authorized by the City and requires that the Contractor obtain a noise permit from the City Police Department. All night work within the City's rights-of-way requires a minimum forty-eight (48) hour prior notice to the City. This clause shall not pertain to crews organized to perform maintenance work on equipment or to operate and maintain special equipment such as dewatering pumps, which may be required to work twenty-four (24) hours per day.

## **2. Instructions to Contractors**

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

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

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

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

All questions concerning this eBid must be submitted in writing via email to the Issuing Officer identified in Section 1.6 – "Official Issuing Officer," of this eBid. No questions other than written will be accepted. No response other than written will be binding upon the City. All Contractors must submit questions by the deadline identified in the Schedule of Events for submitting questions. Contractors are cautioned that the City may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section. All questions about this eBid must be submitted in the following format:

Company Name

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

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

#### **2.1.3. Attending Bidders'/Offerors' Conference**

The Bidders'/Offerors' Conference or any other information session (if indicated in the Schedule of Events) will be held at the offices referred to in Section 1.5 – "Schedule of Events," of this eBid. Unless indicated otherwise, attendance is not mandatory; although Contractors are strongly encouraged to attend. However, in the event the conference has been identified as mandatory, then a representative of the Contractor must attend the conference in its entirety to be considered eligible

for Contract award. The Contractor is strongly encouraged to allow ample travel time to ensure arrival in the conference meeting room prior to the beginning of any mandatory conference. The City reserves the right to consider any representative arriving late to be “not in attendance.” Therefore, all Contractors are strongly encouraged to arrive early to allow for unexpected travel contingencies.

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

Prior to Contract award, the City must be assured that the selected Contractor has all the resources to successfully perform under the Contract. This includes, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the on-going needs of the City, financial resources sufficient to complete performance under the Contract, and experience in similar endeavors. If, during the evaluation process, the City is unable to assure itself of the Contractor’s ability to perform, if awarded, the City has the option of requesting from the Contractor any information deemed necessary to determine the Contractor’s responsibility. If such information is required, the Contractor will be so notified and will be permitted approximately seven (7) 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 eBid will not be considered. The Contractor’s response must be complete in all respects, as required in each section of this eBid.

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

The City reserves the right to reject any or all responses, to waive any irregularity or informality in a Contractor’s response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. The City reserves the right to waive mandatory requirements provided that all 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 eBid**. A Contractor’s response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a Material Deviation from the eBid requirements, which determination will be made by the City on a case-by-case basis.

**NOTE: The City reserves the right to reject the Bid of any Contractor who has previously failed in the performance of an award or to deliver contracts of a similar nature on time or who is not in a position to perform properly under this award. This includes the firm, employees, and financial or legal interests. The City will not enter into a Contract or conduct business with any firm or any personnel that is listed on the Federal, State, or other local government agencies’ Excluded Parties List, Suspended List, or Debarment List. Please see [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 eBid**

The City reserves the right to amend this eBid. All revisions must be made in writing prior to the eBid closing date and time. If a responding entity discovers any ambiguity, conflict, discrepancy, omission, or other error in the eBid, it shall immediately notify the City of such error in writing and request modification or clarification of the document. Any modification made to this eBid 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 eBid known to it, or an error or ambiguity that reasonably should have been known to it, it shall not be entitled to additional time by reason of the error/ambiguity or its late resolution. By submitting a response, the Contractor shall be deemed to have accepted all terms and agreed to all requirements of the eBid (including any revisions/additions made in writing prior to the close of the eBid whether or not such revision occurred prior to the time the Contractor submitted its response) unless expressly stated otherwise in the Contractor’s response. **THEREFORE, EACH CONTRACTOR IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED eBID AND**

MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE CONTRACTOR'S RESPONSE PRIOR TO THE CLOSE OF THE eBID. All Notice(s) of Intent to Award (NOIAs) will be posted as referenced in Section 6.8 – "Public Award Announcement," of this document. **Contractors are encouraged to frequently check the solicitation documentations and embedded URLs for additional information. Finally, the City reserves the right to amend or cancel this eBid at any time.**

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

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

Each Bidder shall list all subcontractors and the work provided by the suppliers in the area provided on the Bid Reply Sheet. The successful Bidder(s) shall provide a listing of all subcontractors, suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment), other than those identified in the Bid Reply, to the City within ten (10) days after the bid opening. Such list shall be accompanied by an experience statement for each such subcontractor, supplier, person, or organization if requested by City. If the City, after due investigation, has reasonable objection to any proposed subcontractor, supplier, other person, or organization, may, before the Notice of Award is given, request apparent successful Bidder(s) to submit an acceptable substitute without an increase in Bid price.

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

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

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

If a Contractor indicates an offer of services in addition to those required by and described in this eBid, 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 response to this eBid, the Contractor certifies that he is on notice of section 35.15, understands the procedures set forth therein, and acknowledges he is bound by the protest process therein.



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

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

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

Solicitation opportunities will be publicly advertised as required by City Ordinances and state and federal laws. Any material that is submitted in response to this eBid, including anything considered by the Contractor 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 Contractor is hereby cautioned NOT to submit any documents that the Contractor 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: Even though information (financial or other information) submitted by a Contractor may be marked as "confidential," "proprietary," etc., the City will make its own determination regarding what information may or may not be withheld from disclosure. Contractors should review [Chapter 119, Florida Statutes](#) for all updates before requesting exceptions from Chapter 119.

### **2.2. Submittal Instructions**

#### **Submittal Instructions to OpenGov**

Listed below are key action items related to this eBid. The Schedule of Events in Section 1.5 identifies the dates and time for these key action items. This portion of the eBid provides high-level instructions regarding the process for reviewing the eBid, preparing a response to the eBid, and submitting a response to the eBid.

##### **2.2.1. eBid Released**

The release of the eBid is only communicated through the posting of this eBid as an event in **OpenGov**. This eBid is being conducted through OpenGov, an online, electronic tool, which allows a Contractor to register, logon, select answers, type text in response to questions, and upload any necessary documents. Each Contractor interested in competing to win a Contract award must complete and submit a response to this eBid using **OpenGov**. Therefore, each Contractor **MUST** carefully review the submittal instructions on **OpenGov** website and following the submittal guidance that is provided in Section 2.2 – "Submittal Instructions," of this eBid document.

##### **2.2.2. eBid Review**

The eBid (or "Sourcing Event") consists of the following: this document, entitled "City's eBid Document," and any and all information included in the Sourcing Event, as posted to OpenGov, including any and all documents provided by the City as attachments to the Sourcing Event or links contained within the Sourcing Event or its attached documents.

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

##### **2.2.3. Preparing a Response**

When preparing a response, the Contractor 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 eBid 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 Contractor'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 formats: Microsoft Office 2007 and portable document format file (PDF). Unless the eBid 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 Contractor, the Contractor'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 Contractor may view and/or revise its response by logging into OpenGov. Please take note of the following:

1. BID SUBMISSION. All bids shall be submitted by completing and returning all required documents. All submittals are required to be electronic and be contained in **two (2) files TOTAL**. No hard copies will be accepted.
  - Upload the Excel Bid Reply Sheet- Schedule A in **Excel Format only**. (Save as File #1).
  - Upload in one file and in the following order: Contractor's General Information Worksheet, Cone of Silence and Communication Document, Contractor's Code of Ethics, E-Verify Form, Non-Collusion Affidavit, Drug Free Workplace Form , copy of Bid Bond, W-9, copy of Certificate of Insurance, and any license or certifications required for project. (Save as File #2).
2. REVIEW AND REVISE. In the event the Contractor desires to revise a previously submitted response, the Contractor may revise the response. If the revisions cannot be completed in a single work session, the Contractor should save its progress. Once revisions are complete, the Contractor **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 Contractor temporarily losing a connection to the Internet.
3. WITHDRAW. A Contractor may withdraw the proposal by removing all documents from OpenGov prior to the deadline. In the event a Contractor desires to withdraw its response after the closing date and time, the Contractor 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 Contractor is certifying its agreement to comply with all the identified requirements of this section and that all costs for complying with these general business requirements are included in the Contractor's submitted pricing.

#### **3.1. Indemnification/Hold Harmless**

Contractor agrees to indemnify, defend, and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses, and expenses including, but not limited to, attorney's fees for personal, economic, or bodily injury, wrongful death, loss of or damage to property, at law

or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions, or other wrongful conduct of Contractor, agents, laborers, subcontractors, or other personnel entity acting under Contractor control in connection with the Contractor's performance of services under this Contract. To that extent, Contractor 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 agreement by Contractor shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Contractor or any agent laborers, subcontractors, or employee of Contractor regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Contractor shall be held responsible for any violation of laws, rules, regulations, or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by Contractor on the work. This indemnification shall survive the termination of this Contract.

### 3.2. Standard Insurance Requirements

The Contractor 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 and limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its sovereign immunity pursuant to section 768.28, Florida Statutes, under its self-insured program. 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 Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, and \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis.
2. Commercial General Liability Insurance: The Contractor 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 contractors 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, 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, Business Auto Liability, and Pollution 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 shall be listed as additional insured and shall include " Contract #20240152- Maintenance and Repair of Irrigation Systems"**. Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) days 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 Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City.

4. Business Automobile Liability Insurance: The Contractor shall maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event the Contractor does not own any automobiles, the Business Auto Liability requirement shall be amended allowing Contractor 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. Pollution Insurance: Contractor shall procure and agree to maintain in full force during the term of this Contract, Pollution Liability Insurance in limits not less than \$1,000,000 per occurrence, \$2,000,000 aggregate, for any operations relating to the handling, storage, and transportation of hazardous materials and/or waste. The City of Port St. Lucie shall 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.
6. Waiver of Subrogation: By entering into this Contract, the Contractor 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 Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.
7. Deductibles: All deductible amounts shall be paid for and be the responsibility of the Contractor 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 is not obligated, to review and request a copy of the Contractor's most recent annual report or audited financial statement.

It shall be the responsibility of the Contractor to ensure that all contractors, independent contractors and/or subcontractors comply with the same insurance requirements referenced herein. It will be the responsibility of the Contractor to obtain Certificates of Insurance from all contractors, independent contractors, and subcontractors, listing the City as an Additional Insured without the language, "when required by written contract." If Contractor, any independent contractors, and/or any subcontractors maintain higher limits than the minimums listed above, the City requires and shall be entitled to coverage for the higher limits maintained by Contractor, independent contractor, or subcontractor.

The Contractor 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 Contractor to execute the Contract and/or punctually deliver the required insurance, and other documentation may be cause for annulment of the Contract.

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

Within ten (10) business days of award, the awarded Contractor 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 Contractor's submitted pricing must include the cost of the required insurance. No Contract performance shall occur unless and until the required insurance certificates are provided.

### 3.3. Bonds and/or Letter of Credit

#### Bid Bond

Each responding Contractor must supply a Bid Bond or Bid Deposit (certified check, cashier's check, bank money order, bank draft of any national or state bank), in a sum of **\$1000.00** made payable to the City. As a **Mandatory Requirement**, the Bid Bond or Bid Deposit must be scanned and uploaded into OpenGov along with all other required documents, thus showing evidence that a Bid Bond or Bid Deposit was obtained. Responding Contractors must send the Original Bid Bond or Bid Deposit to the City within ten (10) days after the eBid Due Date as reflected above in Section 1.5 – "Schedule of Events." The Responding Contractor's bid may be considered non-Responsive if the Bid Bond or Bid Deposit is not received within the specified time frame. Responding Contractors must submit a Bid Bond or Bid Deposit made payable to the City in a sealed envelope to:

India Barr  
121 S.W. Port St. Lucie Blvd.  
Port St. Lucie, FL 34984  
Attn: Procurement Management Division

Bonds must be issued by a Surety authorized to do business in the State of Florida, in order to guarantee that the Contractor will enter into a contract to deliver products and/or related services outlined in this solicitation, strictly within the terms and conditions stated in the Contract.

#### 3.3.1 Proposal Certification

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

1. That this electronically submitted proposal constitutes an offer, which when accepted in writing by the City, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the Contractor and the City; and
2. That the Contractor guarantees and certifies that all items included in the Contractor's response meet or exceed any and all the solicitation's identified specifications and requirements except as expressly stated otherwise in the Contractor's response; and
3. That the response submitted by the Contractor shall be valid and held open for a period of **one hundred and twenty (120) days** from the final solicitation closing date and that the Contractor's offer may be held open for a lengthier period of time subject to the Contractor's consent; and
4. That the Contractor's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. Contractor understands and agrees that collusive bidding is a violation of City

Ordinances and state and federal laws and can result in fines, prison sentences, and civil damage awards.

### 3.4 Payment and Performance Bonds- N/A

### 3.5. Permits

The selected Contractor 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 Contractor(s).

## 4. eBid Bid Factors

This section contains the detailed technical requirements and related services for this Sourcing Event. The City has determined that it is best to define its own needs, desired operating objectives, and desired operating environment. The City will not tailor these needs to fit a particular solution a Contractor may have available; rather, the Contractors shall propose to meet the City's needs as defined in this eBid. All claims shall be subject to demonstration. Contractors are cautioned that conditional responses/bids, based upon assumptions, may be deemed non-Responsive.

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

### 4.1. Introduction

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

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

### 4.2. Contractor's General Information

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

### 4.3. Mandatory Requirements

As noted in the preceding section, this eBid contains mandatory requirements (e.g. product specifications, service or quality levels, staff requirements, experience or license requirements, etc.) which must be met by the Contractor in order for the Contractor to be considered Responsive, and, therefore, eligible for Contract award. These mandatory requirements will be defined in one or more of the following ways:

1. Requirements in this eBid document.
2. Requirements contained in any attachment to the Sourcing Event, such as a Mandatory Requirements Worksheet and the cost worksheet.
3. Copy of Current Insurance Certificate, Licenses, required Certifications, etc.

A Pass/Fail evaluation will be utilized for all mandatory requirements. Please review the Sourcing Event and its attachments carefully and respond as directed.



Some requirements may require a “Yes” or “No” response. Ordinarily, to be considered responsive, responsible, and eligible for award, all requirements identified as mandatory must be marked “YES” to pass. There may be rare instances in which a response of “NO” is the correct and logical response in order to meet the mandatory requirement (e.g., responding “NO” that the Contractor does not possess any conflicts of interest). Otherwise, any mandatory questions marked “NO” will fail the technical requirements and will result in disqualification of the Contractor’s response, except as otherwise provided in Section 6 – “Evaluation and Award,” of this eBid. Please note some requirements may require the Contractor to provide product sheets or other technical materials.

It is strongly encouraged that all Contractors review all documents that are electronically attached to this eBid. Reviewing the documentation ensures that Contractors understand the full scope of the City’s request.

## **5. Cost/Pricing**

Each Contractor is required to submit pricing as part of its response.

### **5.1. General Pricing Rules**

By submitting a response, the Contractor agrees that it has read, understood, and will abide by the following instructions/rules:

1. The submitted pricing 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. Bids containing a minimum order/ship quantity or dollar value, unless otherwise called for in the eBid, will be treated as non-Responsive and may not be considered for award; and
5. The Contractor is required to provide net prices. In the event there is discrepancy between a Contractor’s unit price and extended price, the unit price shall govern; and
6. In the event there is a discrepancy between (1) the Contractor’s pricing as quoted on an uploaded, detailed cost sheet such as an Excel Worksheet (if any), and (2) the Contractor’s pricing as quoted by the Contractor in one or more single line entries directly into the Sourcing Event screen, the former shall govern; and
7. The prices quoted and listed in the response shall be firm throughout the term of the resulting Contract, unless otherwise noted in the eBid or Contract; and
8. Unless otherwise specified in any terms and conditions attached to the eBid, all product deliveries will be F.O.B. destination and all shipping charges must be included in the quoted cost; and
9. Unless expressly permitted by the eBid, responses containing provisions for late or interest charges cannot be awarded a contract. Contractors must “strikethrough” any such provisions in printed forms and initial such revisions prior to submitting a response to the City; and
10. Contractor responses requiring prepayment and/or progress payment requirements may be determined non-Responsive, unless otherwise permitted by the eBid; and
11. Unless permitted by the eBid, responses requiring payment from the City in less than thirty (30) days will be considered non-Responsive.

### **5.2 Cost Structure and Additional Instructions**

The City’s intent is to structure the cost format in order to facilitate comparison among all Contractors and foster competition to obtain the best market pricing. Consequently, the City requires that each Contractor’s cost be structured as directed in the eBid. Additional alternative cost structures will not be considered. Each Contractor is hereby advised that failure to comply with the eBid instructions, submission of an incomplete offer, or submission of an offer in a different format than the one requested may result in the rejection of the Contractor’s response.

Enter all information directly into the cost sheet(s). Enter numbers on each cost sheet in “number” (two-place decimal), not “currency” or other format, unless otherwise stated. That is, omit dollar signs, commas, and

any other non-essential symbols (e.g., \$7.90 should be entered as 7.90). Prices must be in US Dollars. Enter “n/a” to indicate not available or “0” if there is no charge. Cells left blank will be interpreted as “no offer.”

Download the cost worksheet (if any), complete the worksheet, and then upload the worksheet by following the instructions in OpenGov.

### **5.3 Payment by City’s Visa Card Program**

The City currently utilizes the State of Florida [Visa Program](#). The awarded Contractor can take advantage of this program and in consideration, receive payment within several days instead of 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 a zero (0) percent discount applies.

## **6. Evaluation and Award**

All timely responses will be evaluated in accordance with the following steps. The objective of the evaluation process is to identify the most competitive bid. Once the evaluation process has been completed, the apparent successful Contractor(s) will be required to enter into discussions with the City to resolve any exceptions to the City’s contract. The City will announce the results of the eBid as described further in Section 6.8 – “Public Award Announcement.”

### **6.1. Administrative/Preliminary Review**

First, the responses will be reviewed by the Issuing Officer to determine compliance with the following requirements:

1. Response was submitted by deadline in accordance with Section 2 – “Instructions to Contractors.”
2. Response is complete and contains all required documents.

### **6.2. Best Value Analysis (See also City Code of Ordinances Section 35.12):**

The following criteria will be used to select the bid that will provide the best value to the City:

- Has sufficient financial resources to complete the order.
- Can meet quoted delivery considering all other business commitments. Has a satisfactory record of performance.
- Has adequate staffing to fulfill requirements.
- Has the necessary production, technical equipment, and facilities (or ability to readily obtain them).
- Has necessary organization experience, operational controls, and technical skills (or ability to readily obtain them).
- Is a manufacturer, supplier, authorized distributor, or vendor for the requirement.
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.
- Has bid within a competitive price range in relation to the needed goods, services, or construction.
- The skill and experience demonstrated by the Bidder in performing contracts of a similar nature.
- The Bidder’s past performance.
- Has met all requirements of the solicitation (delivery, quality, and price).
- Has met bounds of commonality. Absolute conformity is not required, just substantial or material compliance.
- Has met bid security requirements. Lack of security, where required, is a material nonconformity.
- City Code of Ordinances, Section 35.14, Local Preference in Purchasing or Contracting.

The element of price is but one of the criteria elements. When considering a proposal, the City will:

- Evaluate the pricing offered by the Bidder; consider lifecycle costing, depreciation, and service contracts.
- Determine what proposal provides the best value to the City.



Value Added : The amount or dollar value of a service that the Bidder may be able to provide the City.

- Value added may be an actual amount given to the City as a signing bonus.
- Value added may be equipment or services given to the City. In this case, the value will be determined by the City for the goods or services, not the Bidder.

### **6.3. Evaluating Bid Factors (Section 4)**

If the Contractor's response passes the Administrative/Preliminary Review, the Contractor's responses to Section 4 – "eBid Bid Factors," will be evaluated. Responses to mandatory requirements will be evaluated on a pass/fail basis. If a response fails to meet a mandatory requirement, the City will determine if the deviation is material. A Material Deviation will be cause for rejection of the response. An Immaterial Deviation will be processed as if no deviation had occurred.

### **6.4. Evaluating Cost**

The City may utilize lowest cost, lowest total cost, and total cost of ownership (TCO) or greatest savings to determine the most competitive pricing. Submitted pricing may be evaluated/scored on an overall basis or at the category/subcategory/line level (as applicable) relative to other responses/bids.

### **6.5. Selection and Award**

The City reserves the right to: (a) waive minor irregularities, variances or non-material defects in a response; (b) reject any and all responses, in whole or in part; (c) request clarifications from Contractors; (d) request resubmissions from all Contractors; (e) award in whole, in part, or by line item; and (f) take any other action as permitted by law. The City reserves the right to provide for similar and/or additional services from other companies if the City so deems necessary. If the City elects to exercise this right, the Contract awarded under this solicitation shall remain in effect as for to all terms, agreements, and conditions without penalty or diminution of ongoing services as contained therein. Contractor agrees and understands that any Contract awarded pursuant to this solicitation shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services, or award more than one Contract under this solicitation, at its sole option.

#### **Single or Multiple Award**

Any Contract award(s) resulting from the eBid will be made to the Responsive and Responsible Contractor(s) that exhibit the best value as evaluated in Section 6.3 – "Evaluating Bid Factors," that meet all required specifications, and with whom the City has reached agreement on all Contract terms and conditions. The City reserves the right to select one or more Contractors for award and to award all items to one or more Contractors, individual line items to one or more Contractors, or subcategories of products/services to one or more Contractors, when to do so is in the best interests of the City.

### **6.6. Local Preference in Purchasing or Contracting ([City Code of Ordinances, Section 35.14](#))\***

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

1. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures for which a request for proposals is developed with evaluation criteria, a local preference of the total score may be assigned as follows:
  - a. Local businesses which meet all the criteria for a local business as set forth in this section, shall be given a preference in the amount of five percent (5%) of the total quoted price of the local business.

- b. The City Procurement Management Division shall have the sole discretion to determine if a Contractor meets the definition of a "local business."

2. Limitations:

- a. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the City Code of Ordinances and the City of Port St. Lucie Purchasing Manual.
- b. The provisions of this ordinance shall not apply to any purchase exempted from the provisions of the City of Port St. Lucie Purchasing Manual.

**\* Please review [City Code of Ordinances, Section 35.14](#) for the full governing ordinance**

#### **6.7. Site Visits, Samples, and Oral Presentations**

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

#### **6.8. Public Award 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 Contractor(s) and unsuccessful Contractor(s). **NO CONTRACTOR SHOULD ASSUME PERSONAL NOTICE OF THE NOIA WILL BE PROVIDED BY THE CITY. INSTEAD, ALL CONTRACTORS SHOULD FREQUENTLY CHECK THE ELECTRONIC BIDDING SYSTEM FOR NOTICE OF THE NOIA.**

#### **7. Contract Terms and Conditions**

The Contract that the City expects to award as a result of this eBid will be based upon the eBid, the successful Contractor's final response as accepted by the City, and the Contract terms and conditions, which can be downloaded from [OpenGov and found in Attachment B – Sample Contract, to this eBid](#). The "successful Contractor's final response as accepted by the City," shall mean: the response submitted by the awarded Contractor, written clarifications, and any other terms deemed necessary by the City, except that no objection or amendment by a Contractor to the eBid requirements or the Contract terms and conditions shall be incorporated by reference into the Contract unless the City has explicitly accepted the Contractor's objection or amendment in writing.

Please review the [City's Contract terms and conditions](#) and attached Sample Contract prior to submitting a response to this eBid. Contractors should plan on the Contract terms and conditions contained in this eBid being included in any award as a result of this eBid. Therefore, all costs associated with complying with these requirements should be included in any pricing quoted by the Contractors. The Contract terms and conditions may be supplemented or revised before Contract execution and are provided to enable Contractors to better evaluate the costs associated with the eBid and the potential resulting Contract.

### **Exception to Contract**

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

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

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

This eBid and the proposal response documents submitted shall be incorporated into the final Contract by reference. Therefore, all requirements in the eBid not specifically addressed in an exception statement in the proposal and accepted in the Contract documents, shall stand as contractual responsibilities of the proposal respondent. The Contract shall be the controlling document over the Proposal response and the eBid; the eBid shall be the ruling document over the Proposal response for all requirements in the eBid not specifically addressed in an exception statement in the proposal. Statement and requirements in the eBid shall rule over the Proposal document.

### **Order of Preference**

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

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

## **8. Payment**

To ensure proper payment, the awarded Contractor must comply with the following:

- 1. The City shall have not less than thirty (30) days to pay for any products and/or services.
- 2. Invoices must clearly show the description of products and/or services to include the number of each product or line item fulfilled.
- 3. All invoices must reference the Contract Number as established by the City.
- 4. Under no circumstance, will interest of any kind be required as payment to the awarded Contractor.
- 5. All charges, e.g., set up costs, must be included in the cost proposal. No charges will be allowed unless specified in the eBid and agreed upon in writing by the City.

6. Any discrepancies noted by the City must be corrected by the awarded Contractor within forty-eight (48) hours.
7. The payment amount due on invoices shall not be altered by City personnel. Once disputed items are resolved, the awarded Contractor must submit an amended invoice, or a credit memorandum for the disputed amount.
8. The City will not make partial payments on an invoice where there is a dispute.
9. The City will make payments only on authorized transactions.
10. All invoices must be sent to: The Project Manager

## 9. List of eBid Attachments

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

❖ PSL eBid (this document)

### **Attachments:**

- A. Excel Bid Reply- Schedule A ( Cost Work Sheet )- **Must be uploaded in Excel format only** to OpenGov (Mandatory Document) as **File #1**.
- B. Sample Contract (Attached)
- C. Other Mandatory Documents- Must be uploaded to OpenGov as **File #2**:
  - Contractor’s General Information Worksheet/Questionnaire
  - Cone of Silence and Communication Document
  - Contractor’s Code of Ethics
  - E-Verify Form
  - Non-Collusion Affidavit
  - Drug Free Workplace Form
  - Copy of Bid Bond
  - W-9
  - Copy of Certificate of Insurance
  - Any license or certifications required for project.

**\*\*Any documents indicated in Section 4.3 – “Mandatory Requirements,” of this eBid must be returned in the system as a part of the response by the Contractor. Failure to supply the completed document(s) will deem the Contractor as non-Responsive.**