



"A City for All Ages"

**City of Port St. Lucie
Electronic Bid ("eBid")**

**Event Name: Water and Sewer Products
eBid (Event) Number: 20240005**

1. Introduction

1.1. Purpose of Procurement

Pursuant to the [City of Port St. Lucie Code of Ordinances, Sec. 35.07](#), this electronic ("eBid") is being issued to establish a contract with one or more qualified Contractors who will provide **Water & Sewer Products** 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

The City of Port St. Lucie desires to obtain quotations from qualified individuals, firms, and legal entities relative to supplying PVC Pipe & Fittings, Brass, Ductile Iron Materials and Concrete and Plastic Meter Boxes for Water and Sewer Products on a two (2) year contract basis with four (4) additional, one (1) year renewal periods available.

The City will try to place orders in truckload quantity. However, this cannot be guaranteed. Therefore, the selected bidder must agree to deliver less than truckload quantities, (when required by the City) at the Contract price and with no additional shipping charges.

Scope of work: The Contractor shall be a full supplier of PVC Pipe & Fittings, Brass, Ductile Iron Materials and Concrete and Plastic Meter Boxes for Water and Sewer repairs.

Floor Stock - Contractor must be an ongoing manufacturer or distributor of the items listed on the Bid Reply Sheet and must normally carry a "floor stock" of the specified items.

Critical Need - In the event of a critical need the City reserves the right to purchase any item covered under this Contract resulting from this specification locally.

Warehouse Site – Contractor must have a warehouse in the four (4) county area (St. Lucie, Martin, Indian River, or Palm Beach) for material pick-up.

Product Inspection – All products are subject to inspection and testing prior to usage. A sample must be made available upon request.

On-Line Order Entry System – Contractor is required to have On-Line order capabilities, preferably Sellwise e-business suite. If you are not using Sellwise e-business suite, the following requirements must be met:

Contractor shall have the City of Port St. Lucie's part number ID transfer and on-line purchasing capabilities. The Contractor will supply an on-line entry system to perform, at a minimum, the following functions from the Utility's location:

- a) Order Entry allows the Utility to type in orders from an in-house computer. Information is sent electronically to the vendor's computer for processing.
- b) Stock Availability allows the Utility to check the vendor's stock level and any branches stock level.
- c) Pricing will allow the customer to verify inventory prices. Accounts Receivable will allow the customer to see each invoice with all pertinent information.
- d) Current Order Status and History allows the Utility to check order status, lead time, method shipped, etc. for all orders. It also gives the Utility a history of all material purchased.
- e) Back Order Information gives the customer status of all back orders by order number or inventory number.
- f) Electronic Messaging allows the Utility to communicate via electronic message with the vendor.
- g) Order History by Order Number gives the Utility the ability to instantly look up closed orders for any information desired.

All information must be retrievable using the City of Port St. Lucie Utility's inventory numbers.

Equipment - Each party will provide and maintain at its own expense all hardware and software necessary, to effectively and reliably execute the requirements of the scope described above.

Accountability - Access to electronic ordering must be controlled by a password system. The Utility must be assured that all files are electronically protected.

Delivery and Packing Requirements

Delivery - Requests for materials will be made to the City on an as-needed basis depending on the assignment of projects and/or stocking requirements. If the order is placed before 9:00 am, same day delivery is required, if placed after 9:00 a.m., delivery is to be the following business day. Backorders are to be filled within two (2) working days. Delivery shall be within the normal working hours of the user, Monday through Friday. Items that are not delivered within the time specified may, at the City's option, be procured from an alternate source and any additional cost thus incurred invoiced to the Contractor.

Delivery Location- Utility Warehouse, 1001 SE Prineville St. Port St. Lucie FL, 34983. Monday through Friday from 8:00am to 3:00 pm. Additional locations may be added throughout the Contract with no additional cost to the City for delivery.

Backorders Are to be filled within two – (2) business days. If upon receipt of any order, the Contractor is unable to make delivery of any item(s), within the specified time, The Contractor must immediately contact the Project Manager, to advise him of the anticipated delivery date. The Contractor will thereafter proceed as authorized by the Project Manager. Any modification made by the Project Manager to delivery dates or quantities will be confirmed in writing that the Contractor is unable to make delivery of any item(s) on the date specified shall not constitute an excusable delay.

Delayed Delivery - At any time, when unforeseen circumstances cause the Contractor to be unable to fulfill a delivery requirement, the Contractor must notify the City, of said circumstances as soon as practicable. Said notification will not relieve the Contractor of their obligation and/or of penalties as stated in the specifications but will be considered by the City when weighing appropriate action.

Delivery Information - Each release furnished to the Contractor will have the following information:

Visa Order number.

The type and quantity of material required.

The date and time delivery is to be made.

The destination of the delivery.

Packing - All materials delivered as a result of this order are to be packed in a manner which will insure that the materials are not damaged in transit. Articles shall not be combined to create an individual container weight in excess of fifty (50) pounds. A packing list specifying the City's contract number, quantity, description of each item shipped, and if the order is charged to Visa, the cardholder's name and card number shall accompany each shipment. The Contractor must have the capabilities of shrink-wrapping and palletizing individual loads as well as bulk truckloads.

Loading – Material is to be loaded suitable for removal from side of vehicle.

Stock Material – Vendor is required to stock material in sizes one-half – (½") through sixteen – (16").

Product Specification Requirements: All materials must be listed in the City of Port St. Lucie's Qualified Products List. Please refer to Appendix "C" at www.cityofpsl.com (link provided below);

It is required that all Corrugated Polyethylene Pipe and Fittings will meet or exceed industry standards and the following:

PVC Pipe – SCD 40 – ASTM 1785 PVC Pipe

SCD 80 – ASTM 1785

Polyethylene Pipe - ASTM D2737

Material Specifications for Concrete Meter Boxes and Plastic Meter

Boxes - The following paragraphs contain the descriptions and a parts listing of Brooks Products.

All boxes quoted must meet the actual specifications and measurements on the drawings (see Appendix "B" at www.cityofpsl.com – link provided below); Brooks Products Carson- Brooks Plastics, Inc., or any acceptable equivalent.

Concrete meter boxes with cast iron meter reader lid: All aggregates, fine and course, shall conform to ASTM C-33 and be free of all deleterious substances. Cement shall be Portland in type, which conforms to ASTM C-150, Type II and shall have a minimum strength of 5,000 psi. All concrete meter boxes shall have steel reinforcing in the box as well as the lid. The box shall have a lid with a cast-iron meter- reader lid that is permanently affixed.

Plastic Meter boxes: Rib reinforced standard single and double sizes with cast iron meter reader lids permanently affixed.

Fiberglass reinforced polyester (FRP) wet well liners – see Appendix B at www.cityofpsl.com (link provided below) - shall be manufactured from commercial grade polyester resin or other suitable polyester or vinyl ester resins, with fiberglass reinforcements. It is intended that the wet well liner be a one-piece unit and factory manufactured under quality control conditions with proof of compliance with manufacturing procedures and materials utilized. The FRP wet well liner shall be as manufactured by L.F. Manufacturing, Inc., or an approved equal.

Brass Parts and Materials: All brass parts and materials are required to meet or exceed American Water Works Association (AWWA) standards.

Requests for materials will be made to the vendor on an as-needed basis depending on the assignment of projects and/or stocking requirements. Contractor must deliver said materials within the same day or next business day – depending on time of day of order placement - after receipt of order (ARO).

Replacement parts are to be from the manufacturer of the hydrant such as a Clow or Mueller. Generic

parts are not acceptable.

The City does not consider Rustoleum an equivalent. Acceptable brands are Seymour and Aervoe.

PVC Cement and PVC Primer

The City currently uses EZ Weld for PVC Cement and PVC Primer. The City does consider Oatey as an equivalent brand.

The awarded contracts will include options to reevaluate pricing **annually with at least** ninety (90) days advance **notice** at a mutually agreed upon price with costs and justification documented from the manufacturer.

ADDITIONAL REQUIREMENTS

All Bidders must accept the City's Purchasing Card as payment.

The Contractor must have all the required licenses and certifications necessary to perform this work. It is the Contractor'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.

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 the Procurement") to provide the goods and/or services outlined in this eBid to the City. This eBid process will be conducted to gather and evaluate responses from Contractor for potential award.

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 the Procurement" and Section 6.4 "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
Bidders/Offerors' Conference	N/A	N/A
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.6.	December 4, 2023	5:00 p.m. ET
Responses to Written Questions	December 8, 2023	5:00 p.m. ET
Bids Due/Close Date and Time Location : City Hall Building A 121 SW Port St. Lucie Blvd RM 390 – 3rd Floor	December 18, 2023	3:00 p.m. ET
Notice of Intent to Award* [NOIA] (on or about)	3 Weeks after Closing to be Published by the City Clerk's Office	N/A

Notice of Award [NOA] (on or about)	Date of Executed Contract to Contractor	N/A
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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, 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 Officer)

Name: India Barr

Email: ibarr@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 the review and possible sourcing all publicly sourced solicitations.

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

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

Sourcing Platform- [DemandStar](#)

Any special terms or words which are not identified in 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 2 years from the execution date of the contract(s). The Contract shall have a four(4), one(1) year option(s) to renew, which options shall be exercisable upon mutual agreement between the Parties. Renewals will be accomplished through issuance of a Contract Amendment. In the event that the contract 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 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 continue 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.

1.7.1 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 not be 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 – “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 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 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 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 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 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, they 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 DemandStar without divulging the source of the request. If a responding entity fails to notify the City prior to the date and time fixed for submission of an error or ambiguity in the eBid known to them, or an error or ambiguity that reasonably should have been known to them, they shall not be entitled to additional time by reason of the error/ambiguity or its late resolution. By submitting a response, the contractor shall be deemed to have accepted all terms and agreed to all requirements of the 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 6.7 of this document. Contractors are encouraged to frequently check the solicitation documentations and embedded URLs for additional information. Finally, the City reserves the right to amend or cancel this eBid at any time.

2.1.8. Use of Subcontractor

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

2.1.9. Proposal of Addition Services

If a 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 Ordinance 23-61 Sec. 35.15](#).

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 to NOT 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, Florida Statutes.

2.2. Submittal Instructions

Submittal Instructions to DemandStar

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

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 format: 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 Response

After the response has been submitted, the contractor may view and/or revise its response by logging into DemandStar. 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: Cone of Silence ,Contractor's Code of Ethics, E-Verify Form, Non-Collusion Affidavit, Drug Free Workplace Form, 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 DemandStar 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 of the identified requirements of this section and that all costs for complying with these general business requirements are included in the Contractor's submitted pricing.

3.1. Standard Insurance Requirements

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.

3.2. 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 not less than \$1,000.00 made payable to the City. As a **Mandatory Requirement**, the Bid Bond or Bid Deposit must be scanned and uploaded into [DemandStar](#) 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 five (5) days after the E-Bid Due Date as reflected above in Section 1.5. 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 Department

Bid 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.

3.2.1 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 of 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 ordinance, state and federal laws, and can result in fines, prison sentences, and civil damage awards.

3.3. 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. 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 of the items described in this section are service levels and/or terms and conditions that the City expects to be satisfied by the selected 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 of 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 Contractor understands 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 DemandStar

5.3 Payment by City's Visa Card Program

The City currently utilizes the State of Florida [Visa Program](#). The awarded Contractor must 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 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 6.7 "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 via in accordance with Section 2
2. Response is complete and contains all required documents

6.2. 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.

6.3. 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.

6.4 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 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.

It is the City's intent to award the contract to a pool of qualified vendors, however the City reserves the right to award to one (1) or multiple Bidders.

6.5 Local Preference in Purchasing or Contracting ([Ordinance 23-61 Sec. 35.14](#))*

Except where otherwise provided by federal or state law or 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 of 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.

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 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.
 - c. The provisions of this ordinance shall not apply to contracts made under the Contractors [Competitive Negotiation ACT \(CCNA\), section 287.55, Florida Statutes](#).

* Please review ([Ordinance 23-61 Sec. 35.14](#)) for the full governing ordinance

6.6 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 Contractor's name, bid number, and item number. Failure of Contractor to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Procurement Management Department.

6.7 Public Award Announcement

The preliminary results of the evaluation will be announced through the public posting of a Notice of Intent to Award by the City Clerk's Office, pending final approval by the City Council at a publicly noticed meeting. The Notice of Intent to Award ("NOIA") is not notice of an actual contract award; instead, the NOIA is notice of the City's expected contract award(s) pending resolution of the protest process period pursuant to City Code of Ordinances, Section 35.15. The NOIA (if any) will identify the apparent successful contractor(s), unsuccessful contractor(s), and the reasons why any unsuccessful contractors were not selected for contract award. NO CONTRACTOR SHOULD ASSUME PERSONAL NOTICE OF THE NOTICE OF INTENT TO AWARD ("NOIA") WILL BE PROVIDED BY THE CITY. INSTEAD, ALL CONTRACTORS SHOULD FREQUENTLY CHECK THE CITY CLERK'S WEBSITE FOR NOTICE OF THE NOIA DURING A CITY COUNCIL MEETING.

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 terms and conditions can be downloaded from [DemandStar – Attachment B – Sample Contract](#). 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](#) 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 period of 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 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 hereto), 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 this Contract and shall be given no weight or consideration.

8. Payment

To ensure proper payment:

1. The City shall have not less than 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 by the City.
6. Any discrepancies noted by the City must be corrected by the Awarded Contractor within 48 hours.
7. The payment amount due on invoices shall not be altered by the City personnel. Once disputed items are resolved, the Awarded Contractor must submit an amended invoice, or a credit memorandum, for the disputed amount.
8. The City will not make partial payments on an invoice where there is a dispute.
9. The City will only make payments on authorized transactions.
10. All invoices must be sent to: Project Manager.
- 11.

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)

Appendices A-C referenced in Specifications:

- A. 2019 Utility Standards Manual https://utility.cityofpsl.com/media/1604/2019_standards.pdf
- B. 2020 Standard Details <https://utility.cityofpsl.com/media/1772/standard-details-2020.pdf>
- C. Qualified Products List <https://utility.cityofpsl.com/media/1589/appendix-b-qualified-products-list.pdf>

PLEASE UTILIZE THE LINK BELOW FOR APPENDICES A-C.

<https://utility.cityofpsl.com/get-connected/divisions/utility-engineeringcommercial-development/utility-standards-manual/>

Attachments:

- A. Cost Work Sheet (Mandatory Document)
- B. Sample Contract (Attached)
- C. Mandatory Documents (Mandatory)
 - Cone of Silence
 - E-Verification Form
 - Non- Collusion Affidavit
 - Drug Free Workplace Form
 - Contractor Code of Ethics

**Any documents indicated in Section 4.3 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.