



"A City for All Ages"

City of Port St. Lucie

Electronic Request for Proposals ("E-RFP")

Event Name: CEI & GEO Services for Tom Mackie Boulevard Extension Project

E-RFP Number: 20230114

1. Project Information

1.1 Purpose of Procurement

Pursuant to the [City of Port St. Lucie Code of Ordinances, Sec. 35.05](#), the City of Port St. Lucie, a Florida municipal corporation ("City") is requesting Proposals from professional engineering firms interested to provide Construction, Engineering, and Inspection (CEI) services for Tom Mackie Boulevard Extension Project. The Project includes the construction of Tom Mackie Boulevard Extension (3,289 LF) and Marshall Parkway Extension (1,435 LF), roadway construction, watermain and force main construction, gravity sewer, lift stations, sidewalks and landscaping. The construction for this project will be funded by State Appropriations and funds from the American Rescue Plan Act (ARPA). The City anticipates a future contractual agreement for funding from the Florida Department of Transportation ("FDOT").

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 E-RFP until a City generated Purchase Order is submitted to the contracted consultant (or the E-RFP is officially cancelled), Proposers 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 Pre-Proposal Conference (if any), or as defined in this E-RFP or as provided by existing work agreement(s). This is commonly known as a cone of silence during the procurement process as identified in the City Code of Ordinances, Section 35.13. Prohibited communication includes all contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. The City reserves the right to reject the response of any consultant violating this provision. Further information on this topic can be found in the Cone of Silence and E-RFP Communication Document.

1.3 Scope of Work

This project consists of constructing improvements associated with the Tom Mackie Boulevard Extension Project. **Estimated construction duration – three hundred twenty (320) calendar days.**

The Construction Plans have been prepared by CAPTEC Engineering, Inc. at 100% dated January 12, 2024. The Landscape Plans have been prepared by Michael Flaugh Architect at 100% dated January 12, 2024. The Construction Plans for Tom Mackie Blvd. consist of pages 1 – 34 and the Landscape Plans consists of pages 1 – 18. The Construction Plans for Marshall Parkway consist of pages 1 – 28 and the Landscape Plans consists of pages 1 – 11.

The CEI services for Tom Mackie Boulevard Extension including Marshall Parkway shall include:

- Review of construction plans for constructability issues, including pre-construction review for errors and omissions. Include Constructability Review summary.
- Field observations, including daily photos and documentation for compliance.
- Design modifications as needed (*adjustments that can be made with field changes not requiring EOR*)
- Geotechnical Services and Testing, including but not limited to:
 - Density Testing
 - Concrete compressive strength testing
 - Proctor Tests (AASHTO T180)
 - Asphalt cores/densities
 - LBR
- Coordination and meetings, including pre-construction and progress meetings, with the contractor, City, public, utility companies, stakeholders, and testing firms.
- Review and recommend approval or denial for all Contractor's change orders.
- Review and recommend approval or denial for contractor's pay estimates, pay requests, and schedules. Prepare necessary change order documentation for City review and processing.
- Review and recommend approval or denial for contractor's pay estimates, pay requests, and schedules.
- Review and familiarity with CADD files used to ensure accurate survey data with construction plan set.
- Review and approve shop drawings.
- Review of test results.
- Review and tracking of CPM and/or Contractor scheduling software.
- Preparation of project progress reports – must be in compliance with grant reporting, FDOT progress documentation, and submitted in a timely manner.
- Coordination of permit conditions and compliance, including preparation of all required reporting and documents
- Provide City with copies of project records. Project records to be maintained in real-time and accessible to City staff, as needed. Project records to be maintained in compliance with specific Grant obligations.
- Respond to requests for information from the contractor and public, including on-going coordination with Public Information Officer both City and Department of Transportation, as needed.
- Project Closeout and *review of as-builts by others* to ensure compliance with permitting agencies.

The Engineer shall observe work performed and material used to determine if the work has been completed in accordance with the construction contract.

Deliverables

The Engineer shall prepare and submit the following:

1. Construction Completion Package containing the following:
 - a. Dated final as-built schedule, time file and daily work reports.
 - b. Field survey/geotechnical verification data provided to Engineer by the Contractor. Geotechnical verification data records may require FDOT Log Books, pending grant language requirements.
 - c. Final as-built plans provided to Engineer by the Contractor.
 - d. Documentation of progress meetings, public informational meetings, and any other pertinent project meetings with dates and notes.
 - e. Documentation of all field decisions which caused any deviation from the plans and/or specifications.
 - f. Signed and Sealed test results.
 - g. Documentation of progress payments and final payments to the Contractor.
 - h. Copies of all RFIs and responses.
 - i. Copies of all executed changes to the contract.
 - j. Copies of the final inspection punch lists with dates of item resolution.
 - k. All other project records.

2. CD/DVD containing electronic copy of all deliverables noted above in PDF format, or the format elected by the City.
3. Final as-built plans in AutoCAD (2015 version or newer), PDF and hard copy formats *as provided by the contractor*.

1.3. Overview of the E-RFP Process

The objective of the E-RFP is to select a qualified consultant to provide the services outlined in this E-RFP to the City. This E-RFP process will be conducted to gather and evaluate responses from consultants for potential award. All qualified consultants are invited to participate by submitting responses, as further defined below. After evaluating all responses received prior to the closing date of this E-RFP and following negotiations (if any) and resolution of any contract exceptions, the preliminary results of the E-RFP process will be publicly announced, by the City Clerk’s Office, to include the names of the participating consultant and the evaluation results. Subject to the protest process, final contract award 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 (1) 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.

1.4. Schedule of Events

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

Description	Date	Time
Release of E-RFP	As Published on DemandStar	N/A
Pre-Proposal Conference Location: Attendance is: Strongly Recommended Please RSVP	N/A	N/A
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.5.	April 23, 2024	5:00 p.m. ET
Collective responses to Written Questions by City Issued Addendum Responses to Written Questions	April 26, 2024	5:00 p.m. ET
Proposals Due/Close Date and Time	May 8, 2024	3:00 p.m. ET
Proposal Evaluation Completed (on or about)	TBD	N/A
Initial Evaluation Committee Meeting to Review Scored Proposals	TBD	TBD
Final Evaluation (on or about)	TBD	TBD
Negotiations with Identified contractor(s) (on or about); discretionary process	TBD	TBD

1.5. Official Issuing Officer (Procuring Agent)

Name: Robyn Holder, CPPB
Sr. Procurement Contracting Officer
Email: rholder@cityofpsl.com

1.6. Definition of Terms

Please review the following terms:

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

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 E-RFP.

City Representative – a professional engineer employed by the City Public Works Department.

Design Professional – CAPTEC Engineering, Inc. is the design professional and the Engineer of Record (“EOR”) for the purposes herein.

Engineer of Record (“EOR”) – CAPTEC Engineering, Inc. is the EOR for the purposes herein.

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

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

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

Proposer – an individual or organization who submits a proposal in response to a request for proposal (RFP).

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

Responsive- means the Proposer, 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 E-RFP Document may be identified separately in one or more attachments to the E-RFP. Please download, save and carefully review all documents in accordance with the instructions provided in Section 2 “Instructions to Proposers” of this E-RFP.

1.7. Contract Term

The initial term of the contract(s) is for three hundred and twenty (320) calendar days from the issuance of a Purchase Order to completion of the Project. Unless this E-RFP states otherwise, the resulting award of the contract does not guarantee volume or a commitment of funds.

2. Instructions to Bidders/Proposer

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

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

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

2.1. General Information and Instructions

2.1.1. Familiarity with Laws and Regulations

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

2.1.2. Submitting Questions

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

Company Name

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

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

2.1.3. Attending Pre-Proposal Conference

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

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

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

2.1.5. Failing to Comply with Submission Instructions

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

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

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

contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the E-RFP requirements, which determination will be made by the City on a case-by-case basis.

NOTE: The City may not accept proposals from firms that have had adversarial relationships with the City or firms that have represented entities that have had adversarial relationships with the City. This includes the firm, employees and financial or legal interests. The City will not enter into a contract or conduct business with any firm or any personnel that is listed on the Federal, State, or other local government agencies' Excluded Parties List, Suspended List or Debarment List. Please see [Florida Statute 287.133](#) for further information regarding business transactions with companies that have been convicted of public entity crimes.

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

The City reserves the right to amend this E-RFP. All revisions must be made in writing prior to the E-RFP closing date and time. If a responding entity discovers any ambiguity, conflict, discrepancy, omission or other error in the E-RFP, they shall immediately notify the City of such error in writing and request modification or clarification of the document. Any modification made to this E-RFP will be issued as an addendum. Written notice will be posted to 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 E-RFP known to them, or an error or ambiguity that reasonably should have been known to them, they shall not be entitled to additional time by reason of the error/ambiguity or its late resolution. By submitting a response, the consultant shall be deemed to have accepted all terms and agreed to all requirements of the E-RFP (including any revisions/additions made in writing prior to the close of the E-RFP whether or not such revision occurred prior to the time the consultant submitted its response) unless expressly stated otherwise in the consultant's response. **THEREFORE, EACH CONSULTANT IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED E-RFP AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE CONSULTANT'S RESPONSE PRIOR TO THE CLOSE OF THE E-RFP.** All Notice(s) of Intent to Award (NOIAs) will be posted as referenced in Section 4.7 of this document. **Consultants are encouraged to frequently check the solicitation documentations and embedded URLs for additional information. Finally, the City reserves the right to amend or cancel this E-RFP at any time.**

2.1.8. Assigning of the Contract & Use of Subconsultants

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

The successful Proposer shall provide a listing of all subconsultants, suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment), other than those identified in the Bid Reply, to the City if requested. Such list shall be accompanied by an experience statement for each such subconsultant, supplier, person or organization if requested by City. The City, after due investigation, has reasonable objection to any proposed subconsultant, supplier, other person or organization, may, before the Notice of Award is given, request apparent successful Proposer to submit an acceptable substitute.

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

No subcontract which Consultant enters into with respect to performance of obligations or work assigned under the Contract shall in any way relieve Consultant of any responsibility, obligation or liability under this Contract and for the acts and omissions of all Subconsultants, agents, and employees. All restrictions, obligations and responsibilities of the Consultant under the Contract shall

also apply to the Subconsultants. Any contract with a Subconsultant must also preserve the rights of the City. The City shall have the right to request the removal of a Subconsultant from the Contract with or without cause.

2.1.9. Proposal of Additional Services

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

2.1.10. Protest Process

Proposers should familiarize themselves with the procedures set forth in the City Ordinance, Section 35.15. By submitting a response to the E-RFP, the Consultant certifies that he or she is on notice of section 35.15, understands the procurement set forth therein, and acknowledges he or she is bound by the protest process therein.

2.1.11. Costs for Preparing Responses

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

2.1.12. Public Access to Procurement Records

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

2.2. Submittal Instructions

Submittal Instructions to DemandStar

Listed below are key action items related to this E-RFP. The Schedule of Events in Section 1.4 identifies the dates and time for these key action items. This portion of the E-RFP provides high-level instructions regarding the process for reviewing the E-RFP, preparing a response to the E-RFP and submitting a response to the E-RFP. Consultants are encouraged to utilize the training materials identified in Section 2.2 of this E-RFP to ensure a successful submittal in response to this E-RFP.

2.2.1. E-RFP Released

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

2.2.2. E-RFP Review

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

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

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

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

1. **PROPOSAL SUBMISSION.** **Upload in one file**, the proposal response (Bid Reply) formatted as instructed in Section 2.2.4 of this document. All proposals shall be submitted by completing and returning all required documents. All submittals are required to be electronic and be contained in **one (1) file TOTAL. No hard copies will be accepted.**
 - A. Upload the proposal including all required information, completed forms, and supporting documentation in the appropriate tabs onto DemandStar by the due date and time. Please permit adequate time to submit the response. Please note submission is not instantaneous and may be affected by several events, such as the consultant temporarily losing a connection to the Internet.
 - B. **Enter zero for the cost on DemandStar (if requested) and select the Submit button at the bottom of the page to send the documents.**
2. **REVIEW AND REVISE.** In the event the Consultant desires to revise a previously submitted response, the Consultant may revise the response. If the revisions cannot be completed in a single work session, the Consultant should save its progress." Once revisions are complete, the Consultant **must resubmit** its corrected response. Please permit adequate time to revise and then resubmit the response. Please note submission is not instantaneous and may be affected by several events, such as the consultant temporarily losing a connection to the Internet.
3. **WITHDRAW.** A Consultant may withdraw the proposal by removing all documents from DemandStar prior to the deadline. In the event a Consultant desires to withdraw its response after the closing date and time, the Consultant must submit a request in writing to the Issuing Officer. (see Section 1.5)

2.2.4. Proposal Format / Evaluation Criteria

Instructions to Respondents

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

Proposals must include the following information in this order:

Title Page

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

Table of Contents

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

Tab 1 – Firms Qualifications

- A. Provide copies of all licenses, certifications or other documentation required in order to enable the Proposer to perform the work proposed.
- B. Include a brief history of the Proposer (years in business, annual volume of work over past five (5) years, company ownership, officers, etc.)
- C. Include information regarding similar project experience the Proposer possesses that relates in complexity and/or scope to this project.
- D. Include up to five (5) projects that have been completed in the past five (5) years.
- E. Include associated qualifications/references for sub-consultants or subcontractors, if any, proposed.
- F. Include reference for each project described (contact name, email, phone, position on project).

Tab 2 – Personnel & Experience and Knowledge. This section is limited to a maximum of 10 pages; (proposed page breakdown below)

- A. Provide a resume for each key individual needed to carry out the proposal and describe their proposed role/responsibilities. This section should be limited to 3 pages and reflect the specific experience and knowledge of staff proposed for the project.
- B. Identify whether these key individuals gained experience within the company or outside the company and with whom, years worked. Limited to 2 pages.
- C. Identify all subcontractors who will be used to carry out the work set forth in the Proposal. Limited to 2 pages.
- D. Describe the qualifications for employees of any such subcontractors. (include this section with Item C for page limits)
- E. Include an organizational chart and/or workflow chart to identify each key role. Limit to 1 page.
- F. Specific Personnel & Experience knowledge of grant funding, state and federal appropriations, etc. This section should reflect the specific staff proposed for the project. Limit to 2 pages.

Tab 3 – Methodology/Approach. This section is limited to 10 pages.

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

Tab 4 – Certified Minority Business Enterprise

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

Tab 5 – Additional Required Proposal Submittal Forms

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

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

3. General Insurance

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

3.1. Indemnification/Hold Harmless

Consultant agrees to indemnify, defend, and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, action, liabilities, losses, and expenses including, but not limited to, attorney's fees for personal, economic, or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of Contractor, agents, laborers, subcontractors or other personnel entity acting under Consultant control in connection with the Consultant's performance of services under the contract. To the extent, Consultant shall pay any and such claims and losses and shall pay any and 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 Consultant shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Consultant or any agent laborers, subcontractors, or employee of Consultant regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Consultant shall be held responsible for any violation of laws, rules, regulations, or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by consultant on the work. This indemnification shall survive the termination of the contract.

3.2 Standard Insurance Requirements

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

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its 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, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

1. Workers' Compensation Insurance & Employer's Liability: The Consultant shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, and \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis.
2. Commercial General Liability Insurance: The Consultant shall agree to maintain Commercial General Liability insurance, issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

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

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

Except as to Workers' Compensation and Employers' Liability Insurance, and Professional Liability Insurance, Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured for Commercial General Liability and Business Auto policies. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall be listed as additional insured – Contract #20230114 – CEI & GEO Services for Tom Mackie Boulevard Extension Project."** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to the City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Consultant shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City.

4. Business Automobile Liability Insurance: The Consultant shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Consultant does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Consultant to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage shall apply on a primary and non-contributory basis.
5. Professional Liability Insurance: Consultant shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000 the City reserves the right, but not the obligation, to review and request a copy of Consultant's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Consultant warrants the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Consultant shall agree to purchase a SERP with a minimum reporting period not less than four (4) years.

6. Waiver of Subrogation: The Consultant shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Consultant shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.
7. Deductibles: All deductible amounts shall be paid for and be the responsibility of the Consultant for any and all claims under this Contract. Where an SIR or deductible exceeds \$5,000, the City of Port St. Lucie reserves the right, but not obligation, to review and request a copy of the bidder's most recent annual report or audited financial statement.

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

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

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

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

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

4. Proposal Evaluation, Negotiations and Award

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

4.1 Administrative/Preliminary Review

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

1. Proposal was submitted by deadline in accordance with Section 1.4.
2. Meets minimum qualifications.
3. Proposal is complete and contains all required documents.

4.2 Evaluating Proposal Factors

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

4.2.1 Review of Proposals

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

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

4.3 Evaluation Criteria

The proposal will be scored in the following manner:

Category	Points
Firm's Qualifications	Maximum 275 points
Personnel & Experience and Knowledge	Maximum 325 points
Methodology/Approach	Maximum 350 points
Certified Minority Business Enterprise	Maximum 50 points
Total	Maximum 1000 points

4.4 Negotiations of Proposals and/or Cost Factors

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

4.4.1 Overview of Negotiations

After the Evaluation Team has scored the consultants' proposals, the City may elect to enter into negotiations with all responsive and responsible consultants or only those consultants identified by the Evaluation Team as being in the competitive range. The competitive range will not be selected arbitrarily, and those consultants included in the competitive range must have highly scored proposals. The City shall negotiate a contract with the highest scored firm(s) to a compensation, which is fair, competitive and reasonable. Should negotiations with the highest scored firm fail, the City shall terminate negotiations with the highest scored firm and shall begin with the next highest ranked firm. This process will continue by negotiating with the next highest ranked firm until an agreement is reached, there are no qualified firms remaining, or the E-RFP has been cancelled.

4.4.2 Negotiation Instructions

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

- 1. Negotiation Invitation:** Those consultants identified by the Evaluation Committee to negotiate will be notified and invited to attend negotiations. Consultants will be notified in writing:
 - a. the general purpose and scope of the negotiations;
 - b. the anticipated schedule for the negotiations; and
 - c. the procedures to be followed for negotiations.
- 2. Confirmation of Attendance:** Consultants who have been invited to participate in negotiations must confirm attendance.

4.4.3 Competitive Range

If the City elects to negotiate pursuant to Section 4.4, the City may either (1) elect to negotiate with all responsive and responsible consultants, (2) limit negotiations to those consultants identified within the

competitive range, or (3) limit negotiations to the number of consultants with whom the City may reasonably negotiate as defined below. In the event the City elects to limit negotiations to those consultants identified within the competitive range, the City will identify the competitive range by (1) ranking consultants' proposals from highest to lowest and (2) then looking for breaks in the scores such that natural groupings of similar scores may be identified. In the event the City determines the number of responsive and responsible consultants is so great that the City cannot reasonably conduct negotiations (which determination shall be solely at the City's discretion and shall be conclusive), the City may elect to limit negotiations to the top three (3) ranked consultants as determined by the Total Score.

4.4.4 Negotiation Round Completion

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

4.5 Selection and Award

The responsive and responsible consultant receiving the highest Scored proposal and with whom the City is able to reach agreement as to contract terms will be selected for award.

4.6 Site Visits, Samples, and Oral Presentations

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

4.7 Public Announcement

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

5. Payment

To ensure proper payment the awarded Consultant must:

1. The City shall have not less than the allowable time under the Florida Prompt Payment Act, Section 218.70 et seq., Florida Statutes (as amended) to pay for any products and/or services.
2. Invoices must clearly show the description of products and/or services to include the number of each product or line item fulfilled.
3. All invoices must reference the Contract Number as established by the City.
4. Under no circumstance, will interest of any kind be required as payment to the Awarded Consultant.
5. All charges, e.g., set up costs, must be included in the cost proposal. No charges will be allowed unless specified in the E-RFP and agreed upon by the City.
6. Any discrepancies noted by the City must be corrected by the Awarded Consultant within 48 hours.

7. The payment amount due on invoices shall not be altered by the City personnel. Once disputed items are resolved, the Awarded Consultant must submit an amended invoice, or a credit memorandum for the disputed amount.
8. The City will not make partial payments on an invoice where there is a dispute.
9. The City will only make payments on authorized transactions.
10. All invoices must be sent to pwprojectinvoices@cityofpsl.com and CC the Project Manager assigned by the City.

Payment by City's Visa Card Program

The City currently utilizes the State of Florida [Visa Program](#). The awarded Consultant can take advantage of this program and in consideration, receive payment within several days instead Florida Prompt Payment Act NET 25 terms. Any percentage off the quoted bid price for the acceptance of payment by Visa will be taken into account for consideration of the best value to the City. If no percentage is provided in the cost proposal, the City shall assume zero (0) percent discount applies.

6. Contract Terms and Conditions

The contract that the City expects to award as a result of this E-RFP will be based upon the E-RFP, the successful consultant's final response as accepted by the City, all applicable contract terms and conditions, which can be downloaded from [DemandStar \(Attachment E – PSL Contract Agreement\)](#). The successful consultant's final response as accepted by the City shall mean: the final cost and technical proposals submitted by the awarded consultant(s) and any subsequent revisions to the awarded consultant's cost and technical proposals and the contract terms and conditions due to negotiations, written clarifications or changes made in accordance with the provisions of the E-RFP, and any other terms deemed necessary by the City, except that no objection or amendment by the consultant to the E-RFP requirements or the contract terms and conditions shall be incorporated by reference into the contract unless the City has explicitly accepted the consultant's objection or amendment in writing.

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

Exception to Contract

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

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

The City reserves the right to modify the contract to be consistent with the apparent successful offer, and to negotiate other modifications with the apparent successful consultant. Exceptions that materially change the terms or the requirements of the E-RFP may be deemed non-responsive by the City, in its sole discretion, and rejected. Contract exceptions which grant the consultant an impermissible competitive advantage, as determined by the City, in its sole discretion, will be rejected. If there is any question whether a particular contract exception would be

permissible, the consultant is strongly encouraged to inquire via written question submitted to the Issuing Officer prior to the deadline for submitting written questions as defined by the Schedule of Events.

Order of Preference

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

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

7. List of E-RFP Attachments

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

Project Related Attachments:

- Attachment A – 100% Construction Plans for Tom Mackie Blvd.
- Attachment A1 – 100% Landscape Plans for Tom Mackie Blvd.
- Attachment B – 100% Construction Plans for Marshall Parkway
- Attachment B1 – 100% Landscape Plans for Marshall Parkway
- Attachment C – PSL Sample Contract Agreement

Attachment D – Required Forms

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

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