



City of Port St. Lucie

Electronic Request for Proposals (“eRFP”)

eRFP (Event) Name: Fleet Vehicle and Equipment Maintenance and Management Services

Event Number: 20240063

1. Introduction

1.1. Purpose of Procurement

Pursuant to the Code of Ordinances, Section Port St. Lucie City Ordinance 35.07, this electronic Request for Proposals (“eRFP”) is being issued to solicit formal written proposals from experienced and qualified Contractors to perform **Fleet Vehicle and Equipment Maintenance and Management Services** for the City of Port St. Lucie (hereinafter, “City”) as further described in this eRFP. A descriptive overview of the City can be found at <https://www.cityofpsl.com/discover-us/about-psl>. Please visit the City’s website to familiarize yourself with how our City is structured and operates. Please contact the Issuing Officer with any questions.

1.2. Scope of Work

The City of Port St. Lucie is seeking competitive proposals from qualified fleet management and maintenance providers for the management, maintenance, and repairs of its fleet of standard vehicles, standard equipment and heavy equipment (Fleet Vehicle / Equipment Maintenance and Management Services). The awarded Contractor shall be registered to practice in the State of Florida for performing management services, preventive maintenance, repairs, and other functions associated with the City’s fleet and equipment in accordance with the terms and conditions contained in this Request for Proposal (RFP).

The City presently has an active inventory of vehicles and equipment see Attachment B – Fleet List.

The City’s Facility Maintenance Director and Fleet Manager shall be the points of contact with the awarded Contractor and will act on behalf of the City on all matters related to the Contract.

To be eligible for award of a Contract in response to this solicitation the Proposer shall demonstrate that they have successfully completed services, as specified in this solicitation, and are normally and routinely engaged in performing such services. In addition, the Proposer must have no conflict of interest regarding any other work performed by the Proposer for the City.

The Proposer shall examine this RFP. Ignorance of the requirements will not relieve the Proposer from liability and obligation under the Contract that may be entered into because of this RFP.

It is the intent of the City to procure the services of an experienced Contractor who shall be responsible for the management, preventive maintenance and repair operations of the City’s vehicle and equipment fleet operations.

The selected Proposer shall provide all labor, supervision, equipment, machinery, tools, materials, transportation, insurance, bonds, and all other incidentals necessary to provide the services in accordance with the terms and conditions contained in this RFP.

Maintenance of the vehicles and equipment shall be performed at the City’s Fleet Maintenance Facility located at 430 SW Thornhill Drive, Port St. Lucie, Florida, which shall be used by the Contractor during the term of the Contract.

It is the intent of the City to procure the services of an experienced and qualified Contractor who will assume responsibility for the management of the City's fleet vehicle and equipment preventive maintenance (PM) and repair operation, acquire the City's current usable parts inventory and continue to manage the inventory for the City's fleet vehicle and equipment maintenance and repairs in the City-owned fleet maintenance facility. The City requires a Contractor to provide a program that will achieve but not necessarily be limited to the following goals:

- Provide a quality maintenance program.
- Reduce overall maintenance cost.
- Maintain fleet availability.
- Improve vehicle and equipment availability and reduce downtime.
- Improve services offered to the City's departments using fleet vehicles and equipment.
- Provide certified skilled mechanics qualified to work on normal and specialized equipment.
- Repair with Original Equipment Manufacturer (OEM) parts including hydraulic valves.
- Maintain an inventory of critical parts that are difficult or time consuming to obtain.
- Provide assessment reports to departments on current equipment by providing detailed maintenance statistics such as down time, parts replacement, etc.
- Provide annual recommendations for vehicle and equipment replacement and needed additional equipment.
- Recommend and coordinate operator training as requested or as needed to prevent equipment abuse.
- Provide technician and mechanic training.
- Maintain manuals, updates, and service bulletins on all equipment in an easily accessible library.
- Provide technical assistance for any proposed new equipment purchases.

The City is particularly interested in fleet vehicle management proposals in relation to the following:

- Vehicle availability/downtime by classification
- PM scheduling and completion performance
- Unscheduled repair performance
- System detail reports
- Status reports on equipment and equipment abuse
- Communication on status of equipment when down
- Workforce size
- Education and Certification requirements
- Continuing Education Policy
- Reports detailing actual cost of maintenance per individual equipment
- Consideration of new replacement vehicles on annual contract
- Acceptable brand of lubricants and coolants as recommended by manufacturer (OEM)
- Parts availability
- Time Management and efficiency procedures
- Quality control of work
- Definition of contract work
- Definition of non-contract work
- Road call performance; 24 hours a day / 7 days a week
- Towing
- Out of service time per equipment classification
- Out of service time per equipment priority
- Safety and cleanliness of shop area
- Education and policy to provide a drug free workplace
- Emergency Management Plan

The City intends to establish cost and performance standards for fleet vehicle and equipment maintenance. The City is particularly interested in the following maintenance performance:

- Total monthly cost associated with repair and maintenance of fleet vehicles
- Priority vehicle availability/out of service

- Administrative car and truck availability/downtime
- Construction and specialty equipment service
- PM scheduling and completion performance
- Unscheduled repair performance
- Parts Availability
- Road call performance
- Quality of work

By submitting a bid, Proposers understand and accept the existing condition of all the fleet of vehicles and equipment as listed in the inventory.

Current equipment, tools and vehicles for use by the awarded Contractor:

Hunter TCX lever-less tire changer
 R134 A/C reclaimer/recycler/charger
 Robinair Model 34788NI reclaimer/recycler/charger R134a only
 5 HP gas port compressor
 Gruntavore motorcycle/ATV lift
 AMMCO 4100 brake lathe
 Curtis key machine
 Bumper jack, floor jacks and jack stands
 AVR volt/amp tester MT3760
 Duralast 200-amp battery charger
 Automotive computer code scanner OTC
 Transmission jack, 2,200 lbs.
 ¾ ton hydraulic wheel dolly
 KWIK-WAG SBM 800s wheel balance
 15 HP Sullivan Palatek air compressor
 Saylor-Beall 80 Gallon air compressor
 Coxrell oil dispenser w/accessories
 Miller auto ARC MIG welder
 Auto oil dispenser
 Ten (10) service bays
 One (1) administrative office/parts room
 Five (5) desks
 Twelve (12) file cabinets
 Two (2) eyewash stations
 Motorola XTS 2500 handheld radio
 Motorola XLT 2500 mobile/base radio
 2004 GMC pickup parts truck
 2009 Ford F-250 utility body service truck
 2018 Ford F-350 utility body service truck
 4 post PKS Model PK 40-4-30 40,000-pound lift
 4 post Ben Pearson 30,000-pound lift
 4 post Rotary 14,000-pound lift
 2 post Rotary 12,000-pound lift
 2 post 10,000-pound lift
 2 post Ben Pearson 9,000-pound lift
 2 post Rotary 7,000-pound lift

The Contractor shall be required to prepare new vehicles for service and prepare retired vehicles for sale, manage parts inventory and supply materials and parts in accordance with this RFP. All preventive maintenance and repair work shall meet OEM specifications. Services shall be provided during hurricanes, tornados, floods, storms, major fires, and other natural or City declared emergencies, as well as during normal business hours.

The Scope of Work includes all labor, supervision, equipment, machinery, tools, materials, transportation, insurance, maintenance of traffic, personal safety equipment, and all other incidentals necessary to provide and perform the Fleet Vehicle/Equipment Maintenance & Management Services.

The Contractor shall provide scheduled monthly preventive maintenance (PM) for vehicles listed in the City's inventory and notify departments via email a minimum of two (2) weeks prior to service. The Contractor shall schedule vehicle preventive maintenance to minimize interference with normal City work schedules. If a user fails to deliver their vehicle on schedule, the Contractor will reschedule the vehicle for the service. The Contractor shall also provide unscheduled and remedial repairs for abuse and vandalism, overhaul, mobile services, towing, tire service, welding, fabrication, new vehicle preparation including outfitting, vehicle disposal processing, fleet repair management, and other services as may be required to assure the continuity of effective and economical operation of the City's vehicles and equipment.

1.2.1. Preventive Maintenance

Perform the following each Preventive Maintenance (PM) interval (every 5000 miles or six (6) months, whichever first occurs) or per vehicle/equipment manufacture's recommendation:

- Tires – record tread depth of all tires. A minimum of 3/32 tread depth shall be maintained. Check air pressure.
- Lights – exterior and interior lights and gauges
- Windshield wipers
- Fluid levels
- Battery and charging system; also, clean terminals and check cables.
- Heating/AC system.
- Exhaust system and exhaust hangers and clamps
- Steering and suspension
- Frame, cross members and body joints
- Drive shaft/U-joints
- Inspect critical components (hoses, belts, etc.), replace any worn or damaged components.)
- Inspect vehicle appearance (look for body damage, rust, interior condition, etc.).
- Change engine oil and oil filter.
- Lubricate chassis, hinges, locks, etc.
- Emission controls – service
- Brake inspection – record remaining life (replace worn, damaged, or leaking components).
- Cooling System (service if needed).
- Starter/charging system (check and repair or replace deficient components).
- Inspect air cleaner element and replace, if needed.
- Rotate and balance tires.
- Siren inspection including lamp changes.
- Electrical draw testing.

Perform the following items every second PM interval:

- Front wheel bearings - service.
- Scope engine
- Automatic transmission, which includes adjustment, fluid change, and filter.
- Tune engine and test emissions.

1.2.2. Routinely

Perform repairs as needed, road test, and correct deficiencies.

1.2.3. Yearly

Inspect and test vehicles and power operated equipment on an annual basis in accordance with Federal and State laws. Inspections and tests shall be performed by the Contractor in the Maintenance Facility by properly authorized and trained mechanic(s).

1.2.4. Hourly

Maintain hourly equipment in compliance with the OEM specifications.

1.2.5. Lifetime

The Contractor shall develop a lifetime PM schedule for each vehicle and equipment that is based on PM interval every 5000 miles or six (6) months, whichever first occurs.

The Contractor shall furnish all necessary supervision, labor, tools, parts, oil, fluids, and supplies required to maintain the fleet and service consistent with generally accepted fleet practices.

In addition, the Contractor shall provide and maintain a permanent, detailed, automated record system for each vehicle to provide a basis for optimum fleet management and provide detailed maintenance and operating information for the City.

Reports that shall be maintained are:

Parts:

Parts Inventory List
Parts Transactions

Operations Reports:

Operation & Maintenance/Cost by Vehicle
Fuel Report
Historical Cost Performance

Work Order Reports:

Open Work Orders by Shop
Road Call Report
Sublet Report
Maintenance Cost Report
Mechanics Accountability

Equipment Reports:

Equipment List
Equipment due for PM
Equipment History Summary
Historical Cost Performance
Equipment Billing Report
Equipment by License/Serial #
PM Table Listing

1.2.6. Facilities

The City permits the Contractor to use the City's Fleet Maintenance Facility in accordance with the License Agreement in Exhibit A to this Contract.

The City shall also provide, under the license in Exhibit A, City owned equipment, tools and furniture located in the Fleet Maintenance Facility. All equipment added during the term of the Contract, and approved by the City prior to purchase, will become the property of the City. The cost of special equipment shall not be included in the Fixed Contract Amount and will be billed to the City with the monthly invoice. The City may establish an amortization schedule for major equipment purchases whereby the Contractor will invoice only the scheduled amount monthly, if mutually agreed to by the Contractor.

1.2.7. Assets

Opening Inventory

Prior to commencement of operations, the Contractor and City shall jointly undertake an opening inventory of all such parts and supplies, which shall establish the value of the inventory the Contractor will manage. The City reserves the right to alter the amount or value of fleet vehicle and equipment inventory subject to service and/or maintenance to be performed by the Contractor under the terms of this Contract. At the termination of this Contract, the Contractor and City shall jointly undertake a closing inventory of all such parts and supplies. Periodic audits will be conducted to monitor the Contractor's management of the City's inventory of parts, supplies, and equipment.

The Contractor may change the locks on any or all the facilities and equipment leased for the duration of the Contract. A duplicate key for all re-keyed locks shall be provided to the City.

Confidentiality of Service Operations

Unmarked police undercover vehicles owned by the City shall be serviced and maintained by the Contractor as part of the automotive fleet. The Contractor shall assure that the confidential nature of these vehicles, including special equipment inside the vehicles, is maintained. Security shall include:

- Control of idle discussion about vehicles.
- Prohibition on handling and tampering with special equipment.
- Integrity of mechanics and staff.

1.2.8. Fleet Management and Information Systems

Software

The Contractor shall use a software information system for tracking inventory and providing the City with monthly reports. The Contractor shall enter the existing inventory data of all vehicles and equipment into the software database and keep it up to date. The system shall include a fleet management program and database. The system used is subject to the City's approval. The Contractor shall provide the City Fleet Manager with administrative and operational permissions to use the software and access the database. The Contractor shall work with the City and software vendors to integrate their information system with the City's maintenance database.

Telematics

The Contractor shall provide maintenance support and technical assistance for City purchased telematic devices.

1.2.9. Preventive Maintenance Program

It is the responsibility of the Contractor to develop and to implement a preventive maintenance (PM) program to service all vehicles and equipment within the City inventories for City approval. The PM program shall be designed in accordance with recognized good fleet management practices and shall meet the terms and conditions necessary to comply with the original equipment manufacturers' (OEM) specifications, warranties, and recommendations. The PM work performed shall be as indicated in Scope of Work above but subject to change as recommended by vehicle or fleet manufacturers and approved by the City with no increase in the Fixed Contract Amount. Preventive maintenance activities shall be scheduled to minimize interference with normal City work schedules.

Fleet Assessment

Within six (6) months after the starting date of the Contract, the Contractor shall perform a PM on every vehicle in the fleet and correct any deficient vehicles. Deficient vehicles are those identified as not meeting the fleet standard.

Scheduling

The City reserves the right to prioritize the work as it determines is in its best interest.

The Contractor shall develop and provide a monthly PM schedule to the City with enough lead-time that the City can give ten (10) working days' notice to the vehicle user(s). The Contractor shall publish a PM service schedule and will adhere to the schedule. The time required to perform PM and repairs shall be similar as to known industry standards and the Contractor shall not delay PM or repairs.

Performance

The timely performance of PM is required of the Contractor for all fleet vehicles. It is incumbent upon the Contractor to schedule, notify and perform the required maintenance without the initiation of the City.

1.2.10. Repairs

Specific Repair

The Contractor shall make specific repairs to vehicles and equipment that are identified through PM, by users, and by breakdown or malfunction. Repairs shall be made as required, limiting the nature and extent of repairs that are consistent with age, mileage, and cost to repair criteria of good fleet maintenance. A formal checklist will be established of procedures that must be performed during a PM service. A copy of the completed checklist, signed by the technician performing the service, will be provided to the appropriate department liaison.

Limitations

When equipment replacement appears to be more cost effective than repair, the Contractor shall present such a recommendation in writing to the City.

Road Calls

The Contractor shall provide emergency road service calls, including towing service, for vehicles in the fleet. The Contractor shall have persons on call to expeditiously handle vehicle breakdowns. The Contractor shall tow any City-owned or leased vehicles requiring this service, regardless of whether the cause is an authorized repair or other incident.

The Contractor shall present a plan for road call services that extend out of the City limits.

For equipment that cannot be brought into the Fleet Maintenance Facility, the Contractor shall provide mobile service on location to service this equipment.

Quick Fix

The Contractor shall provide a Quick Fix function for minor repairs of less than a one (1) hour duration when the vehicle operator chooses to wait for the service. Vehicles repaired under Quick Fix are to be moved to top priority.

Warranty and Recalls

The Contractor shall arrange for all manufacturer warranty work to be performed at authorized dealers. The Contractor shall seek to acquire authorization from vehicle manufacturers to perform warranty repairs in-house when staffed and equipped to complete those repairs. The Contractor shall work with the City to streamline the process for recalls and shall be responsible for ensuring that the recall work is performed. This shall include the creation of a warranty database to ensure that repairs are scheduled and completed.

Re-Repair-Liquidated Damages

The Contractor shall track and identify multiple repairs for the same deficiency on the same vehicle (re-repairs) and shall not include in the monthly statement costs for re-repairs occurring before the scheduled time after the original repair. For the purposes of the Contract, the term "re-repair" shall be considered a failure to correct a deficiency or repair of vehicle. In the case of a "re-repair" the Contractor will be assessed liquidated damages in accordance with the following performance standards:

Acceptable Performance Standards

- a. Out of service rate may not exceed 2% of fleet two days per month
- b. Vehicle re-repairs may not exceed two (2) to four (4) per month
- c. Response and repair time for priority vehicles may not be exceeded for more than one vehicle per month

Liquidated Damages

- 5% of total management fee
- 1% of total management fee
- 2.5% of total management fee

- | | |
|--|-----------------------------|
| d. Total adherence to Administrative Report deadlines | .7% of total management fee |
| e. Failure to adhere to manufacturers warranties/recall may not exceed 1 vehicle per quarter as required | 1% of total management fee |

The City will not pay any costs associated with re-repairs including, but not limited to, towing fees, cost of actual re-repair or cost for additional damages and penalties as a result of omissions or improper initial repair by the Contractor. The parties agree that these amounts represent a good faith estimate on the part of the parties as to the actual potential damages that would occur because of the need for re-repair. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of City's actual damages at the time of contracting. The Contractor and his sureties shall be jointly and severally liable to the City for the total amount of damages.

Outside Repairs

The Contractor shall be responsible for arranging and managing the conduct of outside repairs that cannot be performed cost-effectively in-house and shall be responsible for continued review of the need for specific outside repairs as opposed to performing in-house repairs. These outside repairs may include bodywork and painting, glass replacement, transmission sealing and repair or radiator work, and other work that can be utilized at a minimum cost to the City. All responsibility (paperwork, invoicing, quality control, vehicle movement, vehicle security, etc.) shall be that of the Contractor. Transport to outside repair is the responsibility of the Contractor. Subcontractor invoices will be accepted solely by the Contractor.

Vehicle Preparation

When authorized by the City, the Contractor shall prepare newly acquired vehicles for service and paid based on the Non-Contract Labor Rate. The City may determine it is in its best interest for this work to be performed by another vendor.

For highly modified or specialized equipment: (e.g Patrol vehicle, Specialized Utility Vehicles) The City may reach out to the Contractor, in a timely manner, for an estimate to prepare new vehicles. The Contractor should submit the total cost for the outfitting and must present and estimated timetable to complete these installations.

Vehicles to be sold shall be prepared for disposal by the Contractor. Preparation shall include removal of tags, decals, special equipment, and other paperwork. The Contractor shall be prepared to make minor repairs as needed to assist with auction and facilitate transportation or movement of assets within auction storage area. When a vehicle is sold, policies and practices of the City shall be imposed.

The Contractor should describe in their proposals, plans for assistance with vehicle and equipment preparation and disposal within the Fixed Contract Amount.

Accidents

The Contractor shall aid as needed and necessary with vehicle accidents including but not limited to, coordinating towing, in house light vehicle damage repairs, preservation during litigation.

Notification

The Contractor shall notify the appropriate representative of a user department by telephone or email when a vehicle or equipment they have in for scheduled repairs will be out of service for more than eight (8) hours and when vehicle/equipment service is complete. This information shall also be provided to the City's Fleet Manager as part of the Weekly Report.

Washing and Cleaning of Fleet

The City shall be responsible for providing this service. Care is to be taken to maintain cleanliness during service to protect vehicles from grease and/or oil spills or handprints. Any spills or handprints must be cleaned.

1.2.11. Vehicular Services

Fuel

The City will fuel all vehicles and equipment. The City shall also be responsible for a PM program and repair of the fuel dispensing equipment. The City shall contract repairs on the fuel dispensing equipment independently. The Contractor will provide daily dip manual dip stick measurements of the City's Fuel Island gasoline and diesel tanks, this should be reported to the City daily via a provided worksheet. The City will be responsible for reporting on the fuel storage tanks in accordance with State and local regulations.

Maintenance and management of the City's Fuel Management System shall not be the responsibility of the Contractor. This shall not relieve the Contractor, however, from the responsibility of notifying the City's Vehicle and Maintenance Coordinator or other appropriate City personnel when the system is discovered to have faults.

1.2.12. Parts

Parts Supply

The Contractor shall procure, stock, and furnish all parts and supplies necessary to maintain and repair vehicles and equipment. Parts installed by the Contractor shall meet OEM specifications. When a piece of equipment goes down, repair parts must be ordered within twenty-four (24) hours of Contractor being notified of the need for the parts.

The City shall approve new product lines before introduction into the parts supply. Parts installed on vehicles and equipment shall be identified by part number and cost on the work order for the appropriate assignment.

Inventory

Within thirty (30) days after commencement of contract period, the Contractor shall purchase, at cost (to be mutually agreed upon by the City and Contractor), the City's active parts and supplies assigned to the automotive fleet. A complete physical inventory will be taken by representatives of the City and the Contractor at the beginning of the Contract. Upon completion of the inventory, the Contractor will be totally responsible for parts accountability and security.

The Contractor will assist the City with disposal of the inactive, unusable, excess and obsolete parts in the City stock. Proposers should describe obsolete and overstocked inventory disposal methodologies in their proposals.

The Contractor shall purchase and maintain an adequate parts inventory that will be charged back to the City on an as-used basis.

An electronic system shall be used to monitor and control the parts inventory. At a minimum, the electronic system shall be capable of generating a complete inventory by part number and part cost, and a usage rate history for each part normally stocked. The City, in its sole discretion, shall have the right to require the Contractor to use a different system if the chose system is deficient.

The City reserves the right to purchase at cost from the Contractor, any and/or all of the active parts in inventory upon completion or termination of the Contract.

1.2.13. Quality Assurance

Quality Assurance Program

The Contractor shall implement a Quality Assurance Program for the repair management and maintenance of the City's fleet. The program shall include provisions for performance standards with a system of rewards and liquidated damages to the Contractor for attainment/failure to meet these standards. Proposers are expected to include in their response to this Sealed Request for Proposal a

Quality Assurance Program. The Contractor shall provide oversight for managing warranty discrepancies between the City and various manufacturers and shall transport fleet/equipment to dealers for repairs not capable of being done at the City's garage location.

The performance standards shall include at a minimum the following categories:

- a. Fleet availability/downtime of vehicle or equipment.
- b. PM performance.
- c. Repair performance.
- d. Parts availability.
- e. Current employee education and experience requirements
- f. Employee salary range
- g. Continuing educational programs
- h. Shop cleanliness

Fleet availability/downtime shall have separate standards for categories of vehicles or equipment. As a minimum, the Contractor shall develop and propose these standards for the following general categories:

- a. Passenger type vehicles (includes light trucks to 10,000 GVW).
- b. Heavy on-road vehicles
- c. Specialized vehicles and equipment
- d. Construction equipment
- e. Priority vehicles (Police)

Repair Priority

The Contractor shall provide unscheduled repairs to vehicles under an established repair priority system. The system shall be subject to approval and modification by the City. Proposers shall include in their proposal a recommended repair priority system for the City. In preparing the repair priority system, Proposers should keep in mind the emphasis the City places on maintenance and the City's desire to maintain a modern, fully operational, and efficient fleet. Emphasis should also be placed on the timely repair of specialty or unique equipment that is not redundant throughout the City's fleet and equipment operated for public safety. Proposers should also include in their proposal for operation of the Quick Fix function within the scope of the repair priority system.

1.2.14. Reporting

The following minimum requirements for reporting and record keeping will be in effect for the term of the Contract. Reports shall be provided to the City's Fleet Manager. Proposers are asked to submit, with their proposals, any additional reporting methodologies they would recommend enacting in the best interest of the City and the management of the City's fleet.

Records

Upon prior reasonable notice by the City, the Contractor shall provide the City's authorized representative(s) appointed by the City Manager access to all electronic and hard data, books, records, correspondence, instructions, plans, receipts, vouchers, and memoranda of every description pertaining to the work under the Contract for auditing and verifying costs of work. Document retention periods and classification shall be in accordance with the laws of the State of Florida, including the requirements of Chapter 119, Florida Statutes.

The Contractor will develop, implement, and maintain software for an electronic record keeping and reporting system for all services being contracted. The information system shall be subject to the City's approval, and provide records of all repairs and servicing activities performed for each vehicle or piece of equipment.

Files

The Contractor shall maintain a complete file of service manuals, service bulletins, lubrication charts, and other information needed to properly service and repair the fleet of the City.

Weekly Report

The Contractor shall generate a weekly report for delivery to the City before noon, each Monday. The weekly report shall be in memorandum format and shall include the following from the previous week's activity:

- a. List of vehicles not delivered for a scheduled PM. The list shall include the assignee's name and department, if known.
- b. Discovery or indication of abuse by the vehicle user more than normal wear and tear.
- c. Repair activity.
- d. A status report on vehicles out of service for more than five (5) days.
- e. Number of work orders processed.
- f. A summary of progress in all work performance areas subject to liquidated damages.

Monthly Report

The Contractor shall provide a consolidated monthly management report to be delivered to the City on or before the 10th calendar day of the month following the reporting period. The report shall include, but is not limited to:

- a. Monthly maintenance costs compared to the Fixed Contract Amount.
- b. Failure/attainment in each performance area subject to liquidated damages for that month and cumulative damages for that Contract year.
- c. Costs for all reimbursable items not included in the Fixed Contract Amount, sorted by type of expense (i.e. accident repairs, supplier service repairs, etc.).
- d. Number of shop work orders processed.
- e. Number of vehicles serviced during the reporting period.
- f. Number of vehicle PM's scheduled/completed.
- g. Downtime and in total.
- h. Cumulative records of subcontracted work.
- i. Total labor hours expended.
- j. Total parts cost.

Annual Report

The Contractor shall provide the City with an annual performance report that summarizes the year's activity, within thirty (30) days following the end of the Contract year. The annual report shall contain a summary of the year's activity in the format agreed upon by the Contractor and the City. Proposers shall include an example of an annual performance report with their proposals.

The Contractor shall provide a statement indicating the solvency of the Contractor as part of the annual report. This may take the form of a standard issue corporate report or annual audit of the Contractor's resources.

Invoicing and Payment

On the last day of each month, the Contractor will issue an invoice for one-twelfth (1/12) of the Contractor's approved amount for that fiscal year. Invoices shall include all supporting documentation.

On the last day of each month, the Contractor will issue an invoice for non-Contract items from the previous month. Invoices shall include all supporting documentation.

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

All invoices are to be sent to the assigned Project Manager for this Contract.

The Contractor shall not be paid additional compensation for any loss or damage arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or

difficulties encountered in the performance of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

1.2.15. Other Services

Emergencies

The Fleet Manager will notify the Contractor when an emergency situation is declared by the City along with the nature and expected duration of the emergency. The Contractor shall mobilize the shop and provide repair and maintenance services, for the duration of emergency situations, such as flood, hurricane, and other emergencies as declared by the City. Such a service shall include adequate staffing to ensure continued emergency vehicle operations at a level, and for the duration, determined to be required by the City. Such circumstances may occur during hours outside normal hours of operation and can involve any number of employees, equipment, and vehicles. Costs incurred during emergency situations are not to be included in the Fixed Contract Amount and shall be billed to the City at a rate to be determined by the proposal that will be a percentage rate over cost.

Purchases

The Contractor shall assist the City in preparing purchase specifications for additional or replacement vehicles and service equipment as needed. In addition, the Contractor shall assist the City with inspections and assessments of used vehicles and equipment under consideration for purchase or lease. The Contractor shall identify and nominate for the City's purchase, other equipment that will reduce the cost of maintenance and/or improve the quality of vehicular services. If at any time during the Contract period, the City increases or decreases its fleet and equipment size by 5% or more, the Contractor and the City shall negotiate the adjustments to the Fixed Contract Amount upon thirty (30) days written notice by the City.

Hours of Service

The Fleet Maintenance Facility shall normally be open on a one (1) shift, five (5) day per week basis from 7:00 a.m. to 5:00 p.m. The shop shall be open and operating every scheduled City workday. The Contractor may work on scheduled City holidays but must not expect delivery of vehicles scheduled for PM or other maintenance services.

Directed Work

The City may direct the Contractor to perform additional tasks under the Contract. The Contractor shall perform such assignments in accordance with an agreed schedule and level of effort. The cost of such assignments shall not be included in the Fixed Contract Amount and shall be invoiced to the City at *(to be determined by proposal)* percent rate over cost. Contractor shall specify the hourly rate of labor to be charged subject to annual rate adjustments.

Investigations

The Contractor shall support the City with technical investigations related to the automotive fleet. Such investigations may support accidents, fire, or other issues of a technical nature. The Contractor shall also support investigations into warranty repair denial by manufacturers/vendors.

Waste

The Contractor shall be responsible for disposal of all trash and other wastes generated during the course of the Contract. The Contractor shall maintain records on all hazardous chemicals and other hazardous waste. The records shall contain the most recent Material Safety Data Sheets, the materials' origin, use, transportation, and ultimate distribution and disposal. All waste disposals shall be in accordance with current City, County, State, and Federal laws and EPA regulations.

The Contractor shall provide training and management for employees working with and handling hazardous materials, in accordance with laws and EPA regulations. The Contractor shall hold the City free of liability for all actions of the Contractor relating to waste disposal.

1.2.16. Staffing Provisions

General

The Contractor shall have the responsibility for selecting personnel to perform the services to be provided in accordance with this Contract. **Personnel hired for this Contract shall be solely assigned (working for) the City of Port Saint Lucie's Fleet Maintenance contract.** No person convicted of a felony within seven (7) years prior to employment shall be employed by the Contractor for work assignments on the Contract. The Contractor shall be required to perform pre-employment drug testing for all proposed Contractor employees. A copy of the results will be kept in a confidential file segregated from the personnel file.

The Contractor shall not subcontract any Preventive Maintenance work.

Contractor personnel shall be in company uniform.

Staffing Changes

The Contractor is always responsible to keep assigned working employees fully staffed to perform the services. The Contractor's Project Manager shall have proven technical and managerial experience in the field of fleet vehicle maintenance and repair management. Nominee(s) for Project Manager shall be presented to the City for specific approval. The City reserves the right to request the dismissal of any Contractor employee whose performance or actions are detrimental to the program. The Contractor shall dismiss any employee involved in misconduct, drugs, alcohol consumption, use or possession of firearms on City premises.

Contractor Employee Benefits

The Contractor shall have sole responsibility for providing benefits for Contractor employees.

Staffing Qualifications

The Contractor shall employ highly qualified trained personnel to provide service to the City's fleet, to include, but not limited to: technicians trained in hybrid and electric vehicles, heavy equipment, diesel repair, hydraulic systems. Proposers shall include in their proposal an employee training and improvement program that recognizes the merits of ASE and vehicle or equipment manufacturers training opportunities, as they apply to the City fleet maintenance and repair.

1.2.17. Qualifications

Proposers shall have the necessary organization, experience, capital, and equipment to carry out the provisions of the Contract to the satisfaction of the City. Proposers will submit all required licenses and certifications required to perform this project with their Proposal. References submitted are subject to verification by the City and will be utilized as part of the award process. If requested, additional information regarding the Proposer's performance history, financial statements, a list of projects recently completed and in process, major equipment available for this project and experience of the principal members of the Proposer's organization shall be furnished within seven (7) days of request.

1.2.18. Variances from Specifications

Proposers must indicate any variances to the Specifications/Scope of Work. If variations and/or alternates are not stated in Proposer's reply, it shall be construed that the bid fully conforms to the Specifications/Scope of Work. Variances from the specifications will only be deemed acceptable when expressly agreed to in writing as part of the contractual scope of work.

1.2.19. Price Adjustment

The Contract allows for a price redetermination based on the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U) – U.S. City Average-Transportation Services – Motor Vehicle Maintenance and Repair at time of renewal only. Any request for such an adjustment shall be provided in writing no later than ninety (90) days prior to the renewal date and must include documentation that shows a bona fide cost increase in providing services under the Contract during the period in which the request is made. The City will not allow

Contract adjustments, up or down, to exceed five (5%) percent combined total in any one period. **Any increase will be effective on the Contract renewal date, if applicable.**

Price Adjustment will be based on the annual index (Un-Adjusted) using the published figures one month prior to the renewal date. The price adjustment will be calculated on the simple percentage method.

The annual CPI-U index increases as per Section V of the Contract. The CPI can be found on the web at <http://www.bls.gov/cpi/home.htm>.

CPI-U Calculation Example	
CPI for current period	391.380
Less CPI for previous period	375.890
Equals index point change	15.49
Divide by previous period CPI	0.0412
Multiply by 100 equals percentage change	4.12%**

**This would be the increase percentage to the unit price of the Contract. If the City agrees that said services are required and the negotiated cost is acceptable, then the City may extend the Contract for an additional term.

1.2.20. Terms

Definitions

Where the following terms occur herein, the intent and meaning shall be as follows:

City - Shall mean the City of Port St. Lucie, a political subdivision of St. Lucie County and the State of Florida.

Contractor - Shall mean the individual, partnership, or corporation (or legally authorized representative if the context so requires) who or which agrees, for a stipulated sum, to perform the work or service, or to furnish materials or equipment, or both, as set forth in a Contract with the City of Port St. Lucie.

Contract - Shall mean an agreement executed by the City of Port St. Lucie and the Contractor for the performance of the work and services, and to furnish materials or equipment, or both, as set forth in this Sealed Request for Proposal.

Surety - Shall mean the party who is bound with and for the Contractor to insure the payment of all lawful debts pertaining to and for the acceptable performance of the Contract.

Performance Bond - Shall mean the security approved by the City and furnished by the Contractor as a guarantee that the Contractor will execute the work in accordance with the terms of the Contract and will pay all lawful claims.

Fleet - Shall mean all the units of rolling stock listed in this document, any units that may be added to the attachment(s) listing(s), less any units that may be deleted.

Downtime - Downtime shall mean the percentage of time a piece of equipment or vehicle is unavailable for use due to a need for repair or preventive maintenance work.

Unit - Shall mean any rolling stock, heavy and light equipment, trucks and cars and those that may be acquired from time to time, which will be updated as required during the Contract period.

Normal Wear and Tear - Shall mean normal repairs due to normal use of vehicles and equipment as determined by the City.

Non-Contract Work - Shall mean repairs caused by user abuse, misuse, accident damage, act of God or vandalism as determined by the City.

1.3. Overview of the eRFP Process

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

NOTE TO CONTRACTORS: The general instructions and provisions of this document have been drafted with the expectation that the City will make a single award; however, please refer to Section 4.5 – "Selection and Award," of this eRFP for information concerning the City's actual award strategy (single, multiple, split awards, etc).

1.4. Schedule of Events

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

Description	Date	Time
Release of eRFP	As Published on DemandStar	N/A
Bidders'/Offerors' Conference Location: Public Works Compound 450 SW Thornhill Drive Port St. Lucie, FL 34984 Attendance is: Strongly Recommended	August 1, 2024	8:00 am ET
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.5.	August 12, 2024	5:00 p.m. ET
Collective responses to Written Questions by City Issued Addendum	August 16, 2024	5:00 p.m. ET
Proposals Due/Close Date and Time	August 23, 2024	3:00 p.m. ET

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.

1.5. Official Issuing Officer (Procuring Agent)

Name: Nathaniel Rubel, Procurement Assistant Director

Office of Management and Budget / Procurement Management Division

Email: nrubel@cityofpsl.com

1.6. Definition of Terms

Please review the following terms:

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

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

Immaterial Deviation - does not give the 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 that are not identified in the City’s eRFP Document may be identified separately in one or more attachments to the eRFP. Please download, save, and carefully review all documents in accordance with the instructions provided in Section 2 – “Instructions to Bidders/Contractors,” of this eRFP.

1.7. Contract Term

The initial term of the Contract is for three (3) year(s) beginning December 1, 2024 through November 30, 2027. The City shall have three (3) additional one (1)-year renewal options, which shall be exercisable at the sole discretion of the City. In the event that the Contract, if any, resulting from the award of this eRFP shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified products and/or services, the City may, with the written consent of the awarded Contractor, extend the Contract for such period of time as may be necessary to permit the City’s continued supply of the identified products and/or services. The Contract may be amended in writing from time to time by mutual consent of the parties. Unless this eRFP states otherwise, the resulting award of the Contract does not guarantee volume or a commitment of funds.

2. Instructions to Bidders/Contractors

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

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

1. Has read the information and instructions,
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 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. Restrictions on Communicating with Staff/ Cone of Silence

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

2.1.3. Submitting Questions

All questions concerning this eRFP must be submitted in writing via email to the Issuing Officer identified in Section 1.5 – “Official Issuing Officer,” of this eRFP. No questions other than written will be accepted. No response other than written will be binding upon the City. All 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 eRFP must be submitted in the following format:

Company Name

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

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

2.1.4. Attending 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 eRFP. 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.

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

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

responsibility. If such information is required, the Contractor will be so notified and will be permitted approximately ten (10) business days to submit the information requested.

2.1.6. Failing to Comply with Submission Instructions

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

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

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

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

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

The City reserves the right to amend this eRFP. All revisions must be made in writing prior to the eRFP closing date and time. If a responding entity discovers any ambiguity, conflict, discrepancy, omission, or other error in the eRFP, they shall immediately notify the City of such error in writing and request modification or clarification of the document. Any modification made to this eRFP 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 eRFP 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 eRFP (including any revisions/additions made in writing prior to the close of the eRFP, whether or not such revision occurred prior to the time the Contractor submitted its response) unless expressly stated otherwise in the Contractor's response. **THEREFORE, EACH CONTRACTOR IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED eRFP AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE CONTRACTOR'S RESPONSE PRIOR TO THE CLOSE OF THE eRFP.** All Notice(s) of Intent to Award (NOIAs) will be posted as referenced in Section 4.7 – "Public Announcement," of this document. **Contractors are encouraged to frequently check the solicitation documentations and embedded URLs for additional information. Finally, the City reserves the right to amend or cancel this eRFP at any time.**

2.1.9. Assigning of the Contract & Use of Subcontractors

The Contractor shall not subcontract any preventive maintenance work. The selected Proposer shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of any right, title, or interest therein, to any person, firm, or corporation without the written consent of the City. Each Proposer shall list all

subcontractors (except for preventive maintenance work) and the type of work provided by the subcontractor and attach it to their Cost Proposal Form (Schedule A).

The City, who, after due investigation, has objection to any proposed subcontractor, supplier, other person, or organization, may, before the Notice of Award is given, request apparent successful Proposers to submit an acceptable substitute without an increase in Bid price. If the apparent successful Proposer declines to make any such substitution, the City may award the Contract to the next acceptable Proposer that proposes to use acceptable subcontractors, suppliers, and other persons and organizations. Declining to make the requested substitutions will not constitute grounds for sacrificing the Bid security of any Proposers. Any subcontractor, supplier, other person, or organization listed and to whom the City does not make written objection prior to giving of the Notice of Award will be deemed acceptable to the City subject to revocation of such acceptance as allowed in the Contract.

No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Contract shall in any way relieve Contractor of any responsibility, obligation or liability under the Contract and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations, and responsibilities of the Contractor under the Contract shall also apply to the subcontractors. Any of Contractor's contract(s) with any subcontractor(s) 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.

2.1.10. Proposal of Additional Services

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

2.1.11. Protest Process

Contractors should familiarize themselves with the procedures set forth in City Code of Ordinances, Section 35.15.

2.1.12. 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.

2.1.13. Public Access to Procurement Records

Solicitation opportunities will be publicly advertised as required by City Ordinances and state and federal laws. Any material that is submitted in response to this eRFP, 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: When information (financial or other information) submitted by a Contractor is marked as "confidential," "proprietary," etc., the City will make a determination regarding what information may or may not be withheld from disclosure pursuant to Florida law. Contractors should review chapter 119, Florida Statutes for all updates before requesting exceptions from chapter 119.

2.2. Submittal Instructions

Submittal Instructions to DemandStar

Listed below are key action items related to this eRFP. The Schedule of Events in Section 1.4 identifies the dates and time for these key action items. This portion of the eRFP provides high-level instructions

regarding the process for reviewing the eRFP, preparing a response to the eRFP, and submitting a response to the eRFP. Contractors are encouraged to utilize the training materials identified in Section 2.2. of this eRFP to ensure the Contractor successfully submit a response to this eRFP.

2.2.1. eRFP Released

The release of the eRFP is communicated only through the posting of this eRFP as an event in DemandStar. This eRFP is being conducted through DemandStar, an online, electronic tool, which allows a 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 eRFP 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 eRFP document.

2.2.2. eRFP Review

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

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

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 and/or provide sufficient detail where requested for evaluation while using judgment with regard 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 as specified in this eRFP.
5. Use caution in creating electronic files to be uploaded. If the City is unable to open an electronic file due to a virus or because the file has become corrupted, the Contractor's response may be considered incomplete and disqualified from further consideration.
6. Use commonly accepted software programs to create electronic files. The City has the capability of viewing documents submitted in the following formats: Microsoft Office 2007 and portable document format file (PDF). Unless the eRFP specifically requests the use of another type of software or file format other 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.
7. Please access and review all the attachments provided by the City within the Event. If supplemental materials are requested by the City to be submitted by the Contractor as part of the technical proposal, the Contractor should upload these additional materials as directed by the City.

2.2.4. Reviewing, Revising, or Withdrawing a Submitted Response

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

1. **PROPOSAL SUBMISSION.** Upload one file, the **Technical Proposal (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.
 - 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 Contractor 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. The scoring of the Price Proposal will be revealed after the evaluation of the Technical Proposals.**
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.

2.2.5. Proposal Format

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. Submittals should be concise, provide only the information requested, and adhere to the page limits if applicable set forth herein.

Information provided shall take into account the Evaluation Criteria listed in Section 4.3 of this document.

Proposals must include the following information in this order:

Technical Proposal – (Bid Reply)

Title Page

Title Page shall show the request for proposal's subject, title, and proposal number; the Contractor's 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 – Executive Summary

The Executive Summary should include the Proposer's overall concept of the working relationship that will be required to successfully complete this project.

Tab 2 – Qualifications and Experience

The Proposal shall contain detailed qualifications of the Proposer and personnel with experience of both. Proposers shall respond in enough detail to clearly describe the firm's experience, capabilities, resources, and personnel.

References from five (5) existing firms to which it has provided these services in the past five (5) years or with which it is under Contract for such services presently and names of company representatives who may be contacted for references shall be furnished on Attachment C – Reference Check Form and returned in this section. Please provide one (1) Reference Check Form for each reference.

Tab 3 – Management and Quality Control

This section shall describe the Proposer's detailed plans for accomplishing the objectives of the projects. It should include methods for planning, organizing, scheduling, coordinating, and administering the total effort. Provide sufficient detail to explain the overall approach to the project including the Proposer's management and operational plan. In addition, Proposer's shall provide the following information:

- A descriptive narrative for parts management.
- Proposer's quality assurance program.
- A sample of Proposer's annual performance report.
- Emergency management plan.
- Proposers may include any variances to the specifications.
 - Variances to the specifications may or may not be considered. Variances from the specifications will only be deemed acceptable when expressly agreed to in writing as part of the Contractual scope of work.

Tab 4 – Schedule and Reporting

This section shall include a detailed breakdown of work rotation and timelines for achieving the Scope of Work. Proposers shall provide information that supports and describes the firm's ability to comply with the reporting and record keeping requirements outlined in the RFP. Proposers shall provide information on the software program(s) used to meet the requirements outlined in the eRFP. Proposers shall include a recommended repair priority system for the City. Proposers may also include any additional reporting methodologies they would recommend enacting in the best interest of the City and the management of the City's fleet.

In this section, Proposers shall provide a list of current contracts for like projects and indicate any obligations that could pose a potential conflict of interest.

Tab 5 – Firm Stability

Financial strength and competence, responsibility of the firm or entity, ensuring the stability of future operations.

- Financial Disclosure – Proposer will provide annual financial statements for the last two (2) calendar years for your organization. Independently audited statements are preferred. Statements should include the company's assets, liabilities, and net worth. At a minimum, include the Balance Sheet (Statement of Financial Positions), Income Statement (Statement of Operations), Retained Earnings and Cash Flow Statement. The City acknowledges that privately held corporations and other business entities are not required by law to have audited financial statements. In the event the Proposer is a privately held

corporation or other business entity whose financial statements are audited, such audited statements shall be provided. If the privately held corporation or other business entity does not have audited financial statements, then un-audited statements or other financial documentation sufficient to provide the same information as is generally contained in an audited statement, and as required above, shall be provided. Note: All financial statements may be reviewed by the City's Financial Management Director or Financial Management Department designee for full transparency, continuity, and accuracy of financial and price evaluation of all Proposers.

- Insurance and Bonding – Provide evidence of insurability and bonding capacity.
- Disclosure of Litigation – List all professional related litigation, arbitration or claims involving Proposer and sub-contractors, inclusive of any litigation, arbitration or claims involving the City of Port St. Lucie or St. Lucie County.

List all performance related legal claims, litigation, demands, contracts terminated due to non-performance, lawsuits filed, threatened, pending and settlements involved in over the last five (5) years. Identify adverse actions sanctioned by any regulatory authorities over the last five (5) years.

Tab 6 – Cost Proposal and Proposal Bond

- Proposer shall complete and attach the Cost Proposal Form (Schedule A). If applicable, each Proposer shall list all subcontractors (except for preventive maintenance work) and the type of work provided by the subcontractor and attach it to (Schedule A).

Costing Methodology

- Fixed Contract Amount – The Fixed Contract Annual Amount indicated on the Cost Proposal Form includes all labor, parts, and supplies for preventive maintenance and normal wear and tear repairs as determined by the City. Labor costs shall include all wages, salaries, fringe benefits, payroll taxes for all labor classifications provided.

Parts and supplies for preventive maintenance and normal wear and tear repairs as determined by the City is included in the Fixed Contract Amount.

Fixed Contract Amount will be charged to the City at a rate of one-twelfth (1/12) of the agreed annual amount monthly for labor, parts and supplies for preventive maintenance and normal wear and tear repairs.

- Overhead Expenses – Overhead expenses will include indirect costs incurred such as office supplies, uniforms, copying services, bonding costs, and insurance. Costs for maintenance and/or repair and/or rental of equipment used in delivering goods are defined as overhead costs. The Contract will allow for such overhead expenses as they are incurred and at net cost without markup. Indirect costs not included as a cost to the City are bad debts, donations, entertainment, food or drink, fines and penalties, lobbying or defense of criminal charges. Overhead expenses will be charged to the City at a rate of one-twelfth (1/12) of the agreed annual amount monthly for overhead expenses.
- Administrative Expenses – General administrative expenses will be charged to the City at a rate of one-twelfth (1/12) of the agreed annual amount monthly for general administrative costs.

- Management Expenses – General management expenses will be charged to the City at a rate of one-twelfth (1/12) of the agreed annual amount monthly for general administrative costs.
- Non-Contract Labor Rate for Repairs – The non-contract labor rate which will be charged to the City for non-contract work. The Non-Contract Labor Rate for Repairs including parts and supplies for Non-Contract work is defined as repairs caused by user abuse, mis-use, accident damage, act of God or vandalism as determined by the City. Non-Contract Work will also include after-market equipment installations (example: strobes, lightbars, running boards, etc.). Authorization in writing by the City is required prior to all Non-Contract Repairs.

Parts and Supplies for Non-Contract Work will be reimbursed by the City with no markup costs. Proof of purchase and supplier invoices shall be provided by the Contractor indicating the purchase cost to the Contractor. Authorization by the City is required prior to purchasing parts and supplies for Non-Contract Work.

Payment of outside services by another vendor or company and transportation of vehicles and equipment for normal wear and tear is the responsibility of the Contractor if it is determined that the work cannot be performed by the Contractor at the City owned facility. Authorization in writing by the City is required prior to transporting vehicles or equipment to an outside vendor or company.

- Proposer shall submit a copy of their bid bond in a sum of 5% of the first year's annual total amount (excluding hourly non-contract labor rate for repairs) made payable to the City of Port St. Lucie. As a Mandatory Requirement, the Bid Bond must be scanned and submitted in this section, thus showing evidence that a Bid Bond was obtained. Proposers must send the original Bid Bond to the City within ten (10) calendar days after the Proposal Due Date as reflected above in Section 1.4. Proposer's bid will be considered non-Responsive if the original Bid Bond is not received within the specified time frame. Proposers must submit the Bid Bond made payable to the City of Port St. Lucie in a sealed envelope to:

Nathaniel Rubel – Procurement Assistant Director
 City of Port St. Lucie
 121 SW Port St. Lucie Blvd.
 Port St. Lucie, FL 34984
 Attn: Procurement Management Division

Tab 7 – Proposer's Location

"Local Business" defined: "Local business." For the purposes of this section, "local business" shall mean a business which meets all the following criteria:

Has had a fixed office or distribution point located in and having a street address within St. Lucie, Indian River, Martin or Okeechobee County for at least one year prior to the issuance of the request for competitive bids or request for proposals by the City. The fixed office or distribution point must be staffed. Post office boxes are not verifiable and shall not be used for the purpose of establishing a physical address; and

Holds a business tax receipt required by the City of Port St. Lucie (City).

Please refer to City Code of Ordinances, Section 35.14 for more information on local preference in purchasing.

Please complete and include Attachment D – Supplier Location Certification Form.

Tab 8 – Required Forms

Complete and attach the required forms from Attachment E:

- Contractor’s General Information Worksheet
- Cone of Silence Form
- Contractor’s Code of Ethics
- E-Verify Form
- Non-Collusion Affidavit
- Drug Free Workplace Form
- Certification Regarding Debarment
- Certification Regarding Lobbying

3. General Insurance and Bonds

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

3.1. Standard Insurance Requirements

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

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

Workers’ Compensation Insurance & Employer’s Liability: The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, and \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis. Should scope of work performed by Contractor qualify its employee(s) for benefits under Federal Workers’ Compensation Statute (for example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

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

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000

Fire damage	\$100,000 any 1 person
Medical expense	\$10,000 any 1 person

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

Except as to Workers' Compensation and Employers' Liability 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, Business Auto Liability, and Pollution Liability policies. The name for the Additional Insured endorsement issued by the insurer shall read: **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be listed as additional insured and shall include Contract #20240063 – Fleet Vehicle and Equipment Maintenance and Management Services."** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsement shall be attached to the Certificate of Insurance.

Business Automobile Liability Insurance: The Contractor 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 Contractor does not own any automobiles, the Business Auto Liability requirement shall be amended, allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage shall apply on a primary and non-contributory basis.

Pollution Insurance: Contractor shall procure and agree to maintain in full force during the term of this Agreement, Pollution Liability Insurance in limits not less than \$1,000,000 per occurrence, \$2,000,000 aggregate, for any operations relating to the handling, storage, and transportation of hazardous materials and/or waste. The City of Port St. Lucie shall be listed as an additional insured. A waiver of subrogation shall be provided in favor of the City. Coverage shall apply on a primary and non-contributory basis.

Garage Keepers' Liability Insurance: The Contractor shall agree to procure and maintain Garage Keepers' Liability Insurance, at a limit of liability not less than \$2,000,000 per location. The City of Port St. Lucie must be listed as an additional insured. A waiver of subrogation shall be provided in favor of the City. Coverage shall apply on a primary and non-contributory basis.

Garage Liability Insurance: The Contractor shall agree to procure and maintain Garage Liability Insurance, at a limit of liability not less than \$1,000,000 per location. The City of Port St. Lucie must be listed as an additional insured. A waiver of subrogation shall be provided in favor of the City. Coverage shall apply on a primary and non-contributory basis.

Cyber Liability Insurance: The Contractor shall agree to procure and maintain Cyber Liability in limits not less than \$1,000,000 Per Occurrence for direct loss, legal liability and consequential loss resulting from cyber security breaches. Coverage to include coverage for Privacy & Security Liability, Security Breach Response / Customer Breach Notice Expense, Cyber Extortion and Electronic Media Liability. The City of Port St. Lucie must be listed as an additional insured. A waiver of subrogation shall be provided in favor of the City. Coverage shall apply on a primary and non-contributory basis.

Property Insurance: Contractor shall agree to procure and maintain commercial property insurance, at its own expense, for the contents and property in the open (PITO) included with the premises, as valued on the schedule.

The City assumes no responsibility for the property while under the Contractor's care, custody, and control, and as such the City will not procure nor maintain property insurance, nor be responsible for any loss or damage.

Contractor may procure and maintain property insurance, at its own expense, for the any contents or property in the open (PITO) brought on the licensed premises by the Contractor. The City will not be responsible for any loss or damage to the Contractor's property.

The City shall maintain in force at its own expense, commercial property insurance for the Fleet Maintenance Facility located at 430 SW Thornhill Drive. In the event of damage to the premises, Contractor shall immediately notify the City of the damage to the premises upon its discovery.

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

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

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

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

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

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

Proposal Bond

Proposer shall submit a copy of their bid bond in a sum of 5% of the first year's annual total amount (excluding hourly non-contract labor rate for repairs) made payable to the City of Port St. Lucie. As a

Mandatory Requirement, the Bid Bond must be scanned and submitted in this section, thus showing evidence that a Bid Bond was obtained. Proposers must send the original Bid Bond to the City within ten (10) calendar days after the Proposal Due Date as reflected above in Section 1.4. Proposers bid will be considered non-Responsive if the original Bid Bond is not received within the specified time frame. Proposers must submit the Bid Bond made payable to the City of Port St. Lucie in a sealed envelope to:

Nathaniel Rubel – Procurement Assistant Director
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
Attn: Procurement Management Division

Proposal 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.

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 eighty (180) 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 and state and federal laws and can result in fines, prison sentences, and civil damage awards.

Performance Bond

The awarded Contractor shall be required to furnish a recorded performance bond or an irrevocable letter of credit to the City for the faithful performance on the Contract in an amount equal to 100% of the Contract amount. The bond shall be issued by a Corporate Surety authorized to do business with the State of Florida. The performance bond/letter of credit must be submitted to the City within ten (10) calendar days of the date the Contract is approved by City Council, but in any event, prior to the beginning of any Contract performance by the awarded Contractor.

Payment and Performance bonds must remain in full force and effect for a minimum of one (1) year after the work has been completed and final acceptance of the work is issued by the City.

Payment Bond

The awarded Contractor shall be required to furnish a recorded bond to secure payment of all claims for materials furnished and/or labor performed. The payment bond shall be in amount equal to the Contract price.

Licenses and Permits

The selected Contractor shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations codes, and ordinances for the performance of the

work required in these specifications and to conform to the requirements of said legislation. Permit fees can be found on the City's Building Department Website. All permit fees shall be included in the Contract amount and paid by the successful Contractor.

4. Evaluation and Selection

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 the deadline.
2. Meets minimum qualifications.
3. Proposal is complete and contains all required documents.

4.2. Evaluation Proposal Factors

If the Contractor's proposal passes the Administrative/Preliminary Review, the Contractor'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 eRFP 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 eRFP.

The Contractor will receive a total score at the conclusion of the evaluation of the eRFP Evaluation Factors.

4.3. Evaluation Criteria

The proposal will be scored in the following manner:

Category	Maximum Score
Qualifications and experience of the firm. Proposed workforce and experience of each proposed staff member.	30 points
Total of Fixed Contract Annual amount, Overhead Expense Annual Amount, Administrative Expense Annual Amount and Management Expenses Annual Amount*	30 points
Hourly Non-Contract Labor Rate for Repairs*	15 points
Demonstrated ability to meet the timelines to provide, quality, conciseness, and clarity to complete the scope of work in its entirety.	10 points
Management, Quality Control, Software Data and Time Management Plans	10 points
Local Business Preference**	5 points
Total	100 points

*Scores for pricing categories will be calculated per the following "sample" formula.

Firm A: Proposed Price \$20,000 Percentage = 100% X Weight (30) = 30 Points

Firm B: Proposed Price \$25,000 Percentage = 80% X Weight (30) = 24 Points

Firm C: Proposed Price \$28,000 Percentage = 71% X Weight (30) = 20 Points

Firm B's percentage is $\$20,000 \div \$25,000 = 80\%$ of maximum points

Firm C's percentage is $\$20,000 \div \$28,000 = 71\%$ of maximum point

**Pursuant to City Code of Ordinances, Section 35.14, local preference in purchasing or contracting, 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:

Local Businesses which meet all the criteria for a Local Business as set forth in City Code of Ordinances, Section 35.14, shall be given a preference in the amount of five percent (5%) of the total score of the Local Business.

4.4. Negotiations of Proposals and/or Cost Factors

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

4.4.1 Overview of Negotiations

After the Evaluation Team has scored the Contractors' proposals, the City may elect to enter into negotiations with all Responsive and Responsible Contractors, or only those Contractors identified by the Evaluation Team as being in the competitive range. The competitive range will not be selected arbitrarily, and those Contractors 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 eRFP 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 Contractors identified by the Evaluation Committee to negotiate will be notified and invited to attend negotiations. Contractors 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

Contractors 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 Contractors, (2) limit negotiations to those Contractors identified within the competitive range, or (3) limit negotiations to the number of Contractors with whom the City may reasonably negotiate as defined below. In the event the City elects to limit negotiations to those Contractors identified within the competitive range, the City will identify the competitive range by (1) ranking Contractors 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 Contractors 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 Contractors 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 Contractors. However, whether or not the City engages in verbal discussions, any revisions the Contractor 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 Contractor 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 Presentation

The City reserves the right to conduct site visits or to invite Contractors to present their proposal factors/technical solutions to the Evaluation Team. Unless prohibited by federal, state, county, or local laws and/or ordinances, all Contractors 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. Cost information must not be discussed during the oral presentation of the Contractor'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 Contractor'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 Contractor's name, eRFP 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 eRFP. Unless otherwise indicated, samples should be delivered to the Procurement Management Division.

4.7 Public Announcement

The preliminary results of the evaluation will be announced through the public posting of a Notice of Intent to Award ("NOIA") on the Electronic Bidding System. The NOIA is not notice of an actual Contract award; instead, the NOIA is notice of the City's expected Contract award(s) pending resolution of the protest process period, pursuant to City Code of Ordinances, Section 35.15, and final approval by the City Council at a publicly noticed meeting. The NOIA (if any) will identify the apparent successful Contractor(s) and unsuccessful Contractor(s). **NO CONTRACTOR SHOULD ASSUME PERSONAL NOTICE OF THE NOIA WILL BE PROVIDED BY THE CITY. INSTEAD, ALL CONTRACTORS SHOULD FREQUENTLY CHECK THE ELECTRONIC BIDDING SYSTEM FOR NOTICE OF THE NOIA.**

5. Cost Proposal

5.1. Cost Proposal

Each Contractor is required to submit a cost proposal as part of its response. By submitting a response, the Contractor agrees that it has read, understood, and will abide by the following instructions/rules:

1. The submitted cost proposal must include all costs of performing pursuant to the resulting Contract; and
2. All quantities and/or estimates are for information or tabulation purposes only; and
3. No warranty or guarantee is expressed or implied on the volume of products and/or services that the City may require through the negotiated Contract period; and
4. Cost proposals containing a minimum order/ship quantity or dollar value, unless otherwise called for in the eRFP, will be treated as non-Responsive and may not be considered for award; and
5. In the event there is discrepancy between the 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 the eRFP's provided cost worksheet, and (2) the Contractor's pricing as quoted by the Contractor in one or more additional documents, the former shall govern; and
7. Unless otherwise specified in any terms and conditions attached to the eRFP, all product deliveries will be F.O.B. destination and all shipping charges must be included in the quoted pricing structure; and
8. Unless expressly permitted by the eRFP, 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
9. Contractor responses requiring prepayment and/or progress payment requirements may be determined non-Responsive unless otherwise permitted by the eRFP; and
10. The prices quoted and listed in the cost proposal shall be firm throughout the term of the resulting Contract, unless otherwise noted in the eRFP or Contract; 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 in the format outlined herein. Additional alternative cost structures will not be considered. Each Contractor is cautioned that failure to comply with the instructions listed herein, 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 proposal.

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, review, and complete the Cost Worksheet and then upload the Cost Worksheet per directions in DemandStar.

5.3 Payment by City's Visa Card Program

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

Contractor, to ensure proper payment shall comply with the following:

1. The City shall have not less than thirty (30) days to pay for any commodities.
2. Invoices must clearly show the description of products and/or services to include the number of each product or line item fulfilled.
3. All invoices must reference the Contract Number as established by the City.
4. Under no circumstance, will interest of any kind be required as payment to the Awarded 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 eRFP and agreed upon by the City.
6. Any discrepancies noted by the City must be corrected by the Awarded Contractor within forty-eight (48) hours.
7. The payment amount due on invoices shall not be altered by 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: The Project Manager

7. Contract Terms and Conditions

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

Please review all City attached documents and attached links prior to submitting a response to this eRFP. Contractors should plan on all express requirements within this eRFP and City attached documents and links contained in this posted solicitation as being included in any award as a result of this eRFP. Therefore, all costs associated with complying with these requirements should be included in any pricing quoted by the Contractors. 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 Contractor acknowledges its acceptance of the eRFP specifications, and the Contract terms and conditions without change. If a Contractor takes exception to a Contract provision or Solicitation Requirement, 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 eRFP.

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 identified in the Schedule of Events. Failure to resolve any contractual issues will lead to rejection of the Contractor. 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 eRFP 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.

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 eRFP (including any subsequent addenda and written responses to Contractors' 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 eRFP.
- (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. List of eRFP Attachments

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

- ❖ PSL eRFP (this document)

Project Related Attachments:

- Attachment A – PSL Sample Contract
- Attachment B – Fleet List
- Exhibit A – License Exhibit

Required Forms

- Schedule A – Cost Proposal
- Attachment C – Reference Check Form
- Attachment D – Supplier Location Certification Form
- Attachment E – Other Required Forms
 - Contractor's General Information Worksheet
 - Cone of Silence Form
 - Contractor's Code of Ethics
 - E-Verify Form
 - Non-Collusion Affidavit
 - Drug Free Workplace Form

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



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Solicitation Addendum Form

Solicitation Number: RFP 20240063	Solicitation Title: Fleet Vehicle and Equipment Maintenance and Management Services
Issuing Officer: Nathaniel Rubel, Assistant Procurement Director	Solicitation Initially Posted to Internet: See DemandStar
e-mail Address: nrubel@cityofpsl.com	Telephone: o:772-344-4230 c: 772-203-7733
Addendum Number: 1	Date: 08/16/2024

Questions and Answers

1. In following the steps to bid this opportunity, we are missing two of the forms: Certification Regarding Debarment and Certification Regarding Lobbying. Please provide these forms.
Response: Please disregard these instructions, the Certification Regarding Debarment and Certification Regarding Lobbying forms are not required.
2. Regarding Current Equipment, Tools and Vehicles Provided for Contractor Use (Page 3 of 34): Is there any equipment or tools that are provided by the current Contractor?
Response: Heavy shop equipment (e.g. lifts, tire machine, hydraulic hose machine, air compressor, and oil system) will be provided. Individual tools sets for technicians will not be provided.
3. In Section 1.2.6, Facilities (Page 5 of 34): Who is responsible for providing diagnostic equipment to include the related subscriptions?
Response: The City will pay for diagnostic equipment subscriptions.
4. In Section 1.2.7, Assets (Page 5 of 34): Who owns the current parts inventory, the City or the current Contractor?
Response: The Contractor owns the current parts inventory.
5. In Section 1.2.8, Fleet Management and Information Systems, Software (Page 6 of 34): What specific City systems does the Contractor's fleet system have to interface with?
Response: The Contractor should be prepared to interface/integrate with Fleetio Fleet Management Software.



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6. In Section 1.2.8, Fleet Management and Information Systems, Software (Page 6 of 34): Is the Contractor responsible for providing all computers, printers, and related equipment to operate their fleet system?
Response: Yes.
7. In Section 1.2.8, Fleet Management and Information Systems, Software (Page 6 of 34): Is the Contractor responsible for providing Internet service to operate the fleet system?
Response: Yes.
8. In Section 1.2.8, Fleet Management and Information Systems, Software (Page 6 of 34): What telematic systems is the City currently using?
Response: Synovia, Verizon, and possibly Samsara.
9. In Section 1.2.10, Repairs, Road Calls (Page 7 of 34): Please provide the number of tows per year for the last three years.
Response: The number of call outs requiring a tow averaged 130 per year for the past three years.
10. In Section 1.2.10, Repairs, Accidents (Page 7 of 34): Is the Contractor responsible for managing accident repairs as part of the fixed price portion of the contract?
Response: Yes, technical repairs or direct replacement of components due to MVCs will be part of the Contractor's responsibility. The costs for this should include the non-contract hourly labor rate and cost of parts with no markup. Local auto body shops will perform repairs to damaged units outside of the Contractor's ability.
11. In Section 1.2.12. What is the current value of active, non-obsolete parts inventory?
Response: The value is approximately \$130,000.00.
12. The underlined language below from Section 1.2.7., Assets, seems to indicate that the City will own the inventory the Contractor will manage.
"Periodic audits will be conducted to monitor the Contractor's management of the City's inventory of parts, supplies, and equipment."
Is stocking inventory to be invoiced to the City upon receipt into inventory?
Response: The City will not own parts inventory, the Contractor will own the parts inventory. If there is a change in the Contractor, parts will be inventoried and signed over to the new Contractor.
13. What are the last year and current fiscal year non-contract charges from current Contractor to the City?
Response: Current Contractor non-contract charges for calendar year 2023 were \$603,051.00. Year to date non-contract charges are \$367,240.00.



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14. How many police units have been sent out for up-fitting in the past two fiscal years?

Response: Approximately 100 units including marked and undercover.

Note: In the event of a conflict between previously released information and the information contained herein, the latter shall control. Please let us know of any questions.

Cordially,

Nathaniel Rubel – Procurement Assistant Director