



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

### **Electronic Request for Proposals (“E-RFP”)**

**Event Name: Professional Engineering Design Services for Village Green Drive Corridor Improvements Project**

**Solicitation Process in Accordance with F.S. 287.055 Consultants’ Competitive Negotiation Act (CCNA)  
E-RFP (Event) Number: 20250072**

## **1. Introduction Public Procurement**

### **1.1. Purpose of Procurement**

Pursuant to the Port St. Lucie [City Code of Ordinances, Section 35.07](#), and section 287.055, Florida Statute (Consultants’ Competitive Negotiations Act), the City of Port St. Lucie, a Florida Municipal corporation (“City”) is requesting proposals from professional engineering firms interested to provide Professional Design Services for the Village Green Drive Corridor Improvements. 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. Restrictions on Communicating with Staff**

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

### **1.3. E-RFP Scope of Services**

The City seeks a qualified engineering design professional to provide field survey, design and permitting services for roadway improvements associated with the Village Green Drive Master Plan, as adopted by City Council in July 2021. The scope of work that the engineer has agreed to perform pursuant to E-RFP 20250072 is Professional Engineering Design Services, as referred to herein, related to Village Green Drive for approximately 1.65 miles from US Highway One to SE Tiffany Avenue. The design of side street improvements shall be provided for a distance required to tie into the existing roadway.

## **PROJECT DESIGN TASKS**

Engineering Design and Surveying services will be performed in the following order:

### **TASK 1: RESEARCH**

Tasks (1A - 1C) will include acquisition of all research information necessary to complete the design and permitting of the facilities. This research will include obtaining all the necessary field survey data, utility information, geotechnical data, and environmental information. This phase will include analysis of the existing roadway typical section, roadway geometry, access management, conceptual stormwater

management system design, drainage area maps, and coordination with utility operators and permitting agencies. The roadway alignment and typical section shall be developed during this phase and shall be in accordance with the Village Green Drive Master Plan adopted by City Council in July 2021. **It is the responsibility of the engineer to download the reports, documentation, and information provided for the Village Green Drive Master Plan**

**It is also the responsibility of the engineer to review the report, video, information, and documentation provided on the city's website for the Village Green Drive Master Plan: [Village Green Drive | City of Port St. Lucie, FL \(cityofpsl.com\)](http://cityofpsl.com)**

#### **TASK 1-A: SURVEY**

The engineer will supplement the City's existing base map and perform the following tasks:

##### **Design Survey Limits: US Highway One to SE Tiffany Avenue**

1. Obtain City Records, plats, and right-of-way maps; provided by the City.

##### **Establish Horizontal/Vertical Control and Baseline of Survey**

1. Site reconnaissance - locate all pertinent right-of-way monumentation along Village Green Drive.
2. Establish horizontal control tied to the Florida State Plane Coordination System.
3. Bench run - Establish vertical control network.
4. Establish existing right-of-way lines for Village Green Drive and adjacent side streets. Right-of-way will be based upon current City right-of-way maps and existing plat information (provided by the City).
5. Establish the baseline of survey for Village Green Drive.

##### **DTM/Topographic Survey**

1. Perform a DTM (digital terrain model) survey along Village Green Drive to approximately 20' past the existing r/w.
2. Perform DTM survey along each side street for 150' from the right of way line of Village Green Drive. Side Street DTM will extend 20' past the existing right of way.
3. Perform a 2D topographic survey within the DTM limits.
4. Perform Drainage survey for the DTM limits, including grate, inverts, and sizes of pipes.
5. Perform 8 cross sections in canals at large culverts (2 on each side of culverts and culvert details (inverts, sizes). At all major drainage canals with large culvert crossings, provide inverts on pipes crossing under the side streets and catch basins at the canals, to accommodate their connection(s) to the system.
6. Existing irrigation/sprinkler systems are not included in the survey.
7. Provide boundary and topographic survey for all proposed storm water retention areas.

##### **Utility Designation/Location**

1. Perform utility locates (test holes) on conflicts identified by the engineer. This scope of work includes 100 test holes.

##### **Construction/Project Control shall be provided by the engineer.**

Provide a project control sheet depicting in plan view the baseline of survey as well as all horizontal and vertical control established for this project. The sheet will include northings and eastings for the baseline of survey as well as northings, eastings, elevations, and descriptions for the project control.

Deliverables- shall be provided by the Consultant

Consultant shall provide all field notes, ASCII computer files of reduced survey data and an AutoCAD 2013 or latest version (digital) drawing showing topographic features.

### **Environmental Survey**

1. The Consultant will conduct an environmental survey of the right-of-way corridor and determine, delineate, and evaluate any visual environmental issues.

### **TASK 1-B: GEOTECHNICAL**

The engineer shall provide Geotechnical Engineering services for the overall design and construction of the roadway which will consist of the three (3) following components:

1. Exploration of the shallow subsurface conditions along the roadway alignment using borings advanced by truck-mounted or hand-turned auguring equipment. Engineer will perform auger borings at approximately 200-foot centers along the roadway. The borings will be positioned at staggered locations along the roadway. The borings will be 6 feet deep, except every fifth boring will be drilled to a depth of 10 feet primarily to assess the deeper subsoils with respect to pipe bedding support.

Groundwater levels will be measured in each of the boreholes upon its completion, and again after an approximate 24-hour period to allow the water table time to stabilize. Shallow, temporary piezometers will be installed at approximately 1,000-foot centers to measure the stabilized water table level over a period, which allows for the measurement of groundwater fluctuations.

Two (2) samples for corrosion series testing will be obtained

1. Laboratory examination (classification) of the material samples and physical property tests of same to establish their plasticity, gradation, organic content, moisture content, and corrosivity.
2. Preparation and submittal of a Roadway Soil Survey report as detailed in Chapter 9 of FDOT's Soils and Foundation Handbook (current edition). The report will address plastic or unsuitable soils (limits and volume), if present, projected water table levels (ambient and perched), and design/construction options to deal with potential perched water (e.g., medians).

### **TASK 1-C: TECHNICAL DESIGN MEMORANDUM**

The Consultant shall submit a Technical Design Memorandum to the city. The memo shall I proposed design standards to be used by the engineer. The memo will be based on the city's Engineering Standards for Land Development, which in turn reference Florida Department of Transportation (FDOT) Green Book Standards. The Consultant shall obtain city approval for any suggested deviations from this memo.

### **TASK 2 – 7: Final Design**

In these tasks, the engineer will prepare final construction plans and contract documents to include final quantities and technical specifications. This includes final roadway, drainage, signalization, lighting, pavement marking, signing, landscaping & irrigation, traffic control plan, probable construction cost estimates, and technical specifications for all aspects of the proposed work (for inclusion into city proposal package), table of pay items, units and estimated quantities. This phase will be completed in tasks 2 – 7, as follows:

### **TASK 2: 30% Design**

Design Plans will illustrate roadway detail of horizontal and vertical alignments on the Roadway Plan/Profile Sheets. The engineer shall analyze and document Roadway Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums. The engineer shall design the geometrics using the design standards that are most appropriate with proper consideration given to the design traffic volumes, design speed, capacity and levels of service, functional classification, adjacent land use, design consistency and driver expectancy, aesthetics, pedestrian and bicycle concerns, ADA requirements, elder road user policy, access management and scope of work. This phase will include the preliminary layout of the stormwater management system. During this phase, a Conceptual/ Preliminary Design Public Meeting will be held to solicit public input. The engineer will coordinate the public information meeting. The engineer will prepare and mail all notices to residents and commercial property owners. (Mailing cost is a reimbursable expense). Engineer will participate in three (3) public meetings related to this project.

Typical Sections & Pavement Design - will be developed by the engineer and approved by the city. The engineer will develop a typical section package. The typical sections will consider existing data, pedestrian, bicyclist, drainage, and landscaping needs.

Utility Coordination - After city approval of the recommended typical section, a copy of that section along with plan sheets depicting road right-of-way shall be submitted to all affected utility companies and the city for marking their existing and proposed utilities. All existing and proposed utilities shall be shown on the construction plans.

Preliminary Drainage - The engineer shall perform preliminary Stormwater design calculations to determine water quality and quantity requirements for the project. The drainage analysis will be for the roadway's drainage system alone, not for any basin wide problems. The engineer will maximize the use of the existing outfall areas along the corridor, where possible, to increase cost savings to the city. A maximum of two (2) drainage solutions will be considered. The engineer shall conduct pre-application meetings with SFWMD and the city. Additionally, the engineer shall make applications for permits to the previously mentioned agencies.

30% Design Deliverables- the following shall be provided by the engineer:

**1. Roadway Plans**

- Key map
- Horizontal control plan
- Typical Section & Notes
- Preliminary Plan / Profile Sheets (11"x 17")
- Side Street Improvements required by the Village Green Drive Improvements
- Special Profiles
- Cross-Section Sheets

**TASK 3:**

**Preparation of 60% Design Plans** will illustrate the following: preliminary Plan/Profile Sheets, pavement markings, signage, preliminary signal design, cross-section details, and roadway stormwater design information. The utility adjustment sheets will be completed. Preliminary landscape and lighting plans, signing and marking plans, and signalization plans will be prepared. At completion of this phase, the South Florida Water Management District (SFWMD) Environmental Resources Permit (ERP) and Water Use permit will be submitted. The Florida Department of Transportation (District 4), U.S. Army Corps of Engineers (included with the SFWMD ERP), and St. Lucie County permit applications will also be submitted during this phase. During this phase, a Design Public Meeting will be held to solicit public input. The engineer will coordinate the public information meeting. The engineer will prepare and mail all notices to residents and commercial property owners. (Mailing cost is a reimbursable expense). Engineer will participate in three (3) public meetings related to this project.

**Environmental**

The FHWA will be the Environmental Review Entity

The Engineer shall not begin final design; acquire real property, construction materials, or equipment; begin construction; or take other actions that represent an irretrievable commitment of resources for the Project unless and until:

1. The Environmental Review Entity complies with the National Environmental Policy Act, 42 U.S.C. 4321 to 4370m-12, and other applicable environment laws and regulations; and
2. The Environmental Review Entity provides written communication stating that the environmental review process is complete.

Permitting- engineer will conduct pre-application meetings, jurisdictional determinations, and make application for permits authorizing activities associated with the Village Green Drive improvements. Anticipated permits include ACOE, FDOT (District 4) and SFWMD ERP permits. Permits for Endangered Species and Historic Preservation issues are not included. The engineer will process the permits on behalf of the city and seek to obtain the permits expeditiously.

**The 60% design deliverables** will include the following plans:

**1. Roadway Plans:**

- Key map
- Drainage Maps
- Horizontal control plan
- Typical Section & Notes
- Summary of Quantities
- Plan / Profiles (11"x 17")
- Side Street Improvements required by the Village Green Drive Improvements
- Special Profiles
- Cross-Section Sheets

**2. Signing & Marking Plans:**

- Tabulation of Quantities
- General Notes
- Preliminary Signing and Marking Plans (11"x 17")
- Details

**3. Signalization Plans:**

- Tabulation of Quantities
- General Notes/Pay Item Notes
- Preliminary Signalization Plan Sheets (11"x 17")
- Guide Sign Worksheet
- Special Details
- FDOT Interim Standards (as needed)

**4. Lighting Plans:**

- Tabulation of Quantities
- General Notes
- Preliminary Lighting Plans (11"x 17")
- Details

**5. Landscaping & Irrigation Plans:**

- Tabulation of Quantities
- General Notes
- Preliminary Landscaping & Irrigation Plans (11"x 17")
- Details

**6. Stormwater Pollution Prevention Plans**

**TASK 4:**

**Preparation of 90% Design Plans** will include final roadway and drainage construction plans ready for bidding. The plans will include the final landscape, lighting, signal, utility adjustment, stormwater pollution plan, temporary traffic control plan, phasing notes, and preliminary quantities. During this phase, a Design Public Meeting will be held to solicit public input. The engineer will coordinate the public information meeting. The

engineer will prepare and mail all notices to residents and commercial property owners. (Mailing cost is a reimbursable expense). Engineer will participate in three (3) public meetings related to this project.

**The 90% design deliverables** will include the following plans:

**1. Roadway Plans:**

- Key map
- Drainage Maps
- Horizontal control plan
- Typical Section & Notes
- Summary of Quantities
- Plan / Profiles (11"x 17")
- Side Street Improvements required by the Village Green Drive Improvements
- Special Profiles
- Miscellaneous Construction Details
- Maintenance of Traffic / Traffic Control Plan
- Pond Detail Sheets
- Cross-Section Sheets

**2. Signing & Marking Plans:**

- General Notes
- Signing and Marking Plans (11"x 17")
- Details

**3. Signalization Plans:**

- Tabulation of Quantities
- General Notes/Pay Item Notes
- Signalization Plan Sheets (11"x 17")
- Guide Sign Worksheet
- Special Details
- Mast Arm Tabulation Sheet
- FDOT Interim Standards (as needed)
- Preliminary Signal interconnect plans for the 1.65-mile corridor

**4. Lighting Plans:**

- Tabulation of Quantities
- General Notes
- Lighting Plans (11"x 17")
- Details

**5. Landscaping & Irrigation Plans:**

- Tabulation of Quantities
- General Notes
- Landscaping & Irrigation Plans (11"x 17")
- Details

**6. Stormwater Pollution Prevention Plan**

**TASK 5:**

**100% Design Plans** will include complete design, permit, utility company and City Staff comments for all construction in the Village Green Drive Corridor. This phase will include preparation of contract documents, which will include final quantities and technical specifications. This phase will also include pursuing all permits to completion.

**The 100% design deliverables** will include the following plans:

### **1. Roadway Plans:**

- Key map
- Drainage Maps
- Horizontal control plan
- Typical Section & Notes
- Summary of Quantities
- Plan / Profiles (11"x 17")
- Side Street Improvements required by the Village Green Drive Improvements
- Special Profiles
- Miscellaneous Construction Details
- Maintenance of Traffic / Traffic Control Plan
- Pond Detail Sheets
- Cross-Section Sheets

### **2. Signing & Marking Plans:**

- General Notes
- Signing and Marking Plans (11"x 17")
- Details

### **3. Signalization Plans:**

- Tabulation of Quantities
- General Notes/Pay Item Notes
- Signalization Plan Sheets (11"x 17")
- Guide Sign Worksheet
- Special Details
- Mast Arm Tabulation Sheet
- FDOT Interim Standards (as needed)

### **4. Lighting Plans:**

- Tabulation of Quantities
- General Notes
- Lighting Plans (11"x 17")
- Details

### **5. Landscaping & Irrigation Plans:**

- Tabulation of Quantities
- General Notes
- Landscaping & Irrigation Plans (11"x 17")
- Details

## **TASK 6:**

**Utility Relocation Design and Permitting** includes engineering services related to the preparation of water and sewer utility adjustments in accordance with FDOT and the City of Port St Lucie Water and Wastewater Standards. The engineering services shall include plans and specification, permitting, coordination, and bidding services. The following is a description of the engineering services that are to be provided.

### **1. Data Collection**

Consultant to obtain and review current record drawings, permit docs, design plans (Roadway, Utility, Etc.), City Utility Standards Manual and Details. The Consultant to identify and verify City facilities (FH, Meters, valves, services, etc.)

### **2. Preliminary Engineering**

Consultant shall perform a conflict analysis against roadway design plans. Consideration shall be given to existing road conditions, available right of way and easements for pipeline adjustments, quantity and size of trees/power poles that may impact alignment, and other factors identified in the field that could be a hindrance or impact to pipeline routing. The Consultant shall prepare a preliminary

alignment, identifying project challenges, permitting issues, and estimated construction cost and value engineering options that could save significant overall time or cost to the City.

### **3. Final Engineering Design**

Consultant shall provide drawings and technical specifications in accordance with the City of Port St. Lucie water and wastewater standards at the 60%, 90% and 100% milestones for review and comment. The Consultant shall participate in a value engineering process at the 60% design stage. This process shall include the Consultant and City personnel and will involve review and coordinating stormwater, water sewer, lighting, and landscape and irrigation design aspects to determine the most cost-effective and minimally disruptive project approach. The Consultant shall prepare an Engineer's opinion of probable construction cost at the 90% and 100% design milestones. These submittals shall coincide with the submittals noted above in tasks 3-6.

The Consultant shall coordinate with all agencies involved with the project to include, but not limited to the City of Port St. Lucie, St. Lucie County, the Florida Department of Environmental Protection (FDEP) and the Florida Department of Transportation (FDOT).

If required, the Consultant shall prepare Utility Work by Highway Consultant Agreement including support documentation.

### **4. Permitting**

Consultant shall prepare permit applications for construction of the water and sewer improvements for submittal to the permitting agencies. Engineer will submit permits to and respond to requests for information (RFIs). Permits include but are not limited to:

- A. Florida Department of Environmental Protection domestic wastewater system construction permit application. (Pipelines larger than 12" in diameter)
- B. Florida Department of Environmental Protection drinking water system construction permit application. Pipelines larger than 12" in diameter)
- C. City of Port St. Lucie domestic wastewater permit application. Pipelines smaller than 12" in diameter)
- D. City of Port St. Lucie Water permit application. Pipelines smaller than 12" in diameter)
- E. Florida Department of Transportation Utility Permit/County R/W Utilization application.

Consultant will coordinate with the FDEP and the City of Port St. Lucie during the review process. Consultant will meet with the St. Lucie County Fire Marshal for review and approval of the proposed fire hydrant locations.

### **5. Deliverables:**

The selected Consultant Engineer shall complete a preliminary design report for the relocation. The preliminary design report shall include costs for the utility's relocation with all documentation and calculations necessary for permitting of the proposed modifications. The Consultant shall prepare plans and specifications for the construction of the planned facilities identified in the evaluations and design reports. The Consultant shall include design review meetings with City staff at the beginning of the project, the submittal of the preliminary design report, and at each of the plan/specification completion levels. These meetings shall provide the City staff with an opportunity to provide input into the selection of equipment and the design of the facilities that the City will operate and maintain.

Deliverables to include, but not limited to the following:

### **6. Plans 60%, 90% and Final levels:**

- Engineering plans, specifications (including measurement and payment section, and cost estimates
- Conflict Analysis against Roadway design plans
- Preliminary design memorandum
- Bid Documents and Non-Standard specs and reformat City of Port St. Lucie standard specs
- Summary of pay items and summary of quantities
- Final Electronic Delivery Documents
- Consultant shall provide city with one (1) full size (11"X17") sets, one (1) electronic (pdf) file, and one (1) AutoCAD 2013 or latest version file of final design drawings.

### **TASK 7:**



**Bid and Award Phase** - During this phase, the plans and contract documents, to include final quantities and technical specifications, will be completed. The engineer will assist the city during the bidding process to include proposal coordination, proposal solicitation, pre-proposal meeting attendance, proposal analysis and assistance in award of construction contract. During this phase, the consultant's value engineering and addenda information will be added into the final "Approved for Construction" plans.

Under this phase, the engineer shall reproduce and make available construction contract documents for bidding purposes. Engineer shall also attend one pre-proposal meeting and issue addenda as may be required. The engineer shall assist the city in the review of proposals, checking Consultant references, and providing the city with their recommendations. Engineer shall provide the city with a proposal set of construction drawings in PDF format.

## **1. PROGRESS REVIEWS**

Monthly progress meetings will be held between the city and the engineer's Project Manager to review the engineer's progress.

## **2. PLAN REVIEWS**

Review meetings will be held as deemed necessary during the development of the plans and contract documents at the city's office. The engineer will at minimum have meetings at approximately the 30%, 60%, 90%, and 100% stages of completion of design. The city will complete review and have all comments returned to the engineer within 21 days. The format of these plan review meetings will be agreed upon with the city.

## **3. DELIVERABLES**

The engineer shall submit the following:

- A. Three (3) copies of technical design memorandum, typical sections, and associated exhibits.
- B. One (1) copy of design calculations
- C. Plans to municipal staff and utility companies to prepare for a coordination meeting.
- D. Three (3) sets of design plans for progress reviews (11"x 17")
- E. One (1) set of final construction plans (11" x 17") in PDF format.
- F. Technical Specifications (in "Word") for inclusion in the Contracts Documents. Contract Documents are provided by the city in draft form; engineer to modify and submit final for city review/approval. Technical specifications prepared by the engineer shall be based on the FDOT Standard Specifications for Road and Bridge Construction, current edition and the City's Engineering Standards for Land Development.
- G. Necessary Bid sets (CD's to be paid for by interested consultants).
- H. Exhibits for Public Meetings
- I. Permits (including application packages and response to agencies).

## **4. ITEMS TO BE PROVIDED BY THE CITY**

The city shall provide the following items and services:

- A. Access to the Village Green Master Plan can be found on the city's website at [Village Green Drive | City of Port St. Lucie, FL \(cityofpsl.com\)](http://Village Green Drive | City of Port St. Lucie, FL (cityofpsl.com))
- B. Existing roadway plans for Village Green Drive, intersecting roadways, and side streets.
- C. Existing Survey Data and ROW information.
- D. Example contract documents in "Word" format.
- E. Permit application fees.
- F. City's Engineering Standards for Land Development - [Planning & Zoning | City of Port St. Lucie, FL \(cityofpsl.com\)](http://Planning & Zoning | City of Port St. Lucie, FL (cityofpsl.com))

### **1.4. Overview of the E-RFP Process**

The objective of the E-RFP is to select a qualified Consultant to provide the services outlined in this E-RFP to the City. This E-RFP process will be conducted to gather and evaluate responses from Consultants for potential award. All qualified Consultants are invited to participate by submitting responses, as further defined below. After evaluating all Consultants' responses received prior to the closing date of this E-RFP and following negotiations (if any) and resolution of any contract exceptions, the preliminary results of the ERFP process will be publicly announced, to include the names of all participating Consultants and the evaluation results. Subject to the protest process, final contract award(s) will be publicly announced thereafter. NOTE TO CONSULTANTS: The general instructions and provisions of this document have been drafted with the

expectation that the City may desire to make one award or multiple awards. For example, this document contains phrases such as “contract(s)” and “award(s).” Please refer to Section 1.1 – “Purpose of Procurement,” and Section 4.8 – “Selection and Award,” for information concerning the number of contract awards expected.

### 1.5. Schedule of Events

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

Description	Date	Time
Release of E-RFP	As Published on OpenGov 1/31/2025	N/A
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.6.	2/10/2025	5:00 p.m. ET
Collective responses to Written Questions by City Issued Addendum	2/17/2025	5:00 p.m. ET
Proposals Due/Close Date and Time	As Published on OpenGov 2/21/25 VIA <b>Microsoft Teams</b> <a href="#">Need help?</a> <a href="#">Join the meeting now</a> Meeting ID: 260 566 014 458 Passcode: QU6Mo6PS	3:30PM
Initial Evaluation Committee Meeting to Review Scored Proposals	TBD	As Published on OpenGov
Evaluation Committee Meeting #2 Final Evaluation		
Negotiations with Identified consultant(s) (on or about); discretionary process	TBD	TBD
Final Evaluation (on or about)	TBD	N/A

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.

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

**Name: Alaina Knofla**  
**Procurement Contracting Officer III**  
**aknofla@cityofpsl.com**

### 1.7. Definition of Terms

Please review the following terms:

Consultants’ Competitive Negotiation Act (“CCNA”) –Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services. See section [Florida Statute 287.055](#).  
Consultant(s) – companies desiring to do business with the City (Also called “Bidder,” “Proposer,” or “Offeror.”)

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

Immaterial Deviation- does not give the Consultant a substantial advantage over other Consultants.

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

Procurement Management Division (PMD) - The City department that is responsible for the review and possible sourcing of all publicly sourced solicitations.

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

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

Sourcing Platform- OpenGov.

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

### **1.8. Contract Term**

The initial term of the contract(s) is for Five-hundred and forty-five (545) calendar days, with no option to renew. Unless this E-RFP states otherwise, the resulting award of the Contract does not guarantee volume or a commitment of funds.

## **2. Instructions to Bidders/Proposers**

This section contains general business requirements. By submitting a response, the Consultant is certifying its agreement to comply with all of the identified requirements of this section.

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

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 Consultants are assumed to be familiar with all federal, state, and local laws, ordinances, rules, and regulations, that may affect the work. Ignorance on the part of the Awarded Consultant will in no way relieve it from Contract responsibility.

#### **2.1.2. Restrictions on Communicating with Staff/ Cone of Silence**

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

#### **2.1.3. Submitting Questions**

All questions concerning this E-RFP must be submitted in writing on the OpenGov Platform during the Question and Answer open period. Please select the Question and Answer tab in the E-RFP project and click the Ask Question option. Once the question has been entered, select the Submit

Question button. Enter a subject in the Subject field and then type the question in the Question field below. 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. Proposers are cautioned that the City may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section.

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

Prior to Contract award, the City must be assured that the selected Consultant 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 Consultant's ability to perform, if awarded, the City has the option of requesting from the Consultant any information deemed necessary to determine the Consultant's responsibility. If such information is required, the Consultant will be notified and will be permitted approximately 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 E-RFP will not be considered. Consultants' responses must be complete in all respects, as required in each section of this E-RFP.

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

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

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

The City reserves the right to amend this E-RFP. All revisions must be made in writing prior to the E-RFP closing date and time. If a responding entity discovers any ambiguity, conflict, discrepancy, omission or other error in the E-RFP, they shall immediately notify the City of such error in writing and request modification or clarification of the document. Any modification made to this E-RFP will be issued as an addendum. Written notice will be posted to OpenGov without divulging the source of the request. If a responding entity fails to notify the City prior to the date and time fixed for submission of an error or ambiguity in the E-RFP known to them, or an error or ambiguity that reasonably should have been known to them, they shall not be entitled to additional time by reason of the error/ambiguity or its late resolution. By submitting a response, the Consultant shall be deemed to have accepted all terms and agreed to all requirements of the E-RFP (including any revisions/additions made in writing prior to the close of the E-RFP whether or not such revision occurred prior to the time the Consultant submitted its response) unless expressly stated otherwise in the Consultant's response.

THEREFORE, EACH CONSULTANT IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED E-RFP AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE CONSULTANT'S RESPONSE PRIOR TO THE CLOSE OF THE E-RFP. All Notice(s) of Intent to Award (NOIAs) will be posted as referenced in Section 4.9 – "Public Award Announcement," of this document. Consultants are encouraged to frequently check the solicitation documentations and embedded URLs for additional information. Finally, the City reserves the right to amend or cancel this E-RFP at any time.

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

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

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

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

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

#### **2.1.10. Proposal of Additional Services**

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

#### **2.1.11. Protest Process**

Proposers should familiarize themselves with the procedures set forth in [City Code of Ordinances, Section 35.15](#). By submitting a response to this E-RFP, the Consultant certifies that he is on notice of section 35.15, understands the procedures set forth therein, and acknowledges he is bound by the protest process therein.

#### **2.1.12. Costs for Preparing Responses**

Each Consultant's response should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost

for developing the response and participating in the procurement process (including the protest process) is the sole responsibility of the Consultant. The City will not provide reimbursement for such costs.

#### **2.1.13. 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 E-RFP, including anything considered by the Consultant to be confidential or a trade secret, will become a public document pursuant to chapter 119, Florida Statutes. Any claim of confidentiality is waived upon submission, effective after the City's opening of the proposals, pursuant to section [119.07, Florida Statutes](#). Therefore, the Consultant is hereby cautioned to NOT submit any documents that the Consultant does not want to be made public. The City is allowed to assess a reasonable charge to defray the cost of reproducing documents. A City employee must be present during the time of onsite inspection of documents. PLEASE NOTE: When information (financial or other information) submitted by a Consultant is marked as "confidential," "proprietary," etc., the City will make a determination regarding what information may or may not be withheld from disclosure pursuant to Florida law. Consultants should review chapter 119, Florida Statutes, for all updates before requesting exceptions from chapter 119, Florida Statutes.

## **2.2. Submittal Instructions**

### **Submittal Instructions to OpenGov**

Listed below are key action items related to this E-RFP. The Schedule of Events in Section 1.5 identifies the dates and time for these key action items. This portion of the E-RFP provides high-level instructions regarding the process for reviewing the E-RFP, preparing a response to the E-RFP and submitting a response to the E-RFP. Consultants are required to access, print and utilize the submittal instructions identified in Section 2.2.1 of this E-RFP to ensure the Consultant successfully submits a response to this E-RFP.

#### **2.2.1. E-RFP Released**

The E-RFP consists of the following: this document, entitled "PSL E-RFP Document," and any and all information included in the E-RFP, as posted to OpenGov, including any and all documents provided by the City as attachments to the E-RFP or links contained within the E-RFP or its attached documents. Please carefully review all information contained in the Event, including all documents available as attachments or available through links. Any difficulty accessing the Event or opening provided links or documents should be reported immediately to the Issuing Officer (See Section 1.6).

#### **2.2.2. Submitting, Reviewing, Revising or Withdrawing a Submitted Response**

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

1. **PROPOSAL SUBMISSION.** Upload in one file, the proposal response (Bid Reply) into OpenGov. All proposals shall be submitted by completing and returning all required documents. All submittals are required to be electronic and be contained **in one (1) file TOTAL. No hard copies will be accepted.**
  - A. Upload the proposal including all required information, completed forms, and supporting documentation in the appropriate tabs onto OpenGov by the due date and time. Please permit adequate time to submit the response. Please note submission is not instantaneous and may be affected by several events, such as the Consultant temporarily losing a connection to the Internet.
  - B. **Enter zero for the cost on OpenGov (if requested) and select the Submit button at the bottom of the page to send the documents.**



2. REVIEW AND REVISE. In the event the Consultant desires to revise a previously submitted response, the Consultant may revise the response. If the revisions cannot be completed in a single work session, the Consultant should save its progress. Once revisions are complete, the Consultant must resubmit its corrected response. Please permit adequate time to revise and then resubmit the response. Please note submission is not instantaneous and may be affected by several events, such as the Consultant temporarily losing a connection to the Internet.
3. WITHDRAW. A Consultant may withdraw the proposal by removing all documents from OpenGov prior to the deadline. In the event a Consultant desires to withdraw its response after the closing date and time, the consultant must submit a request in writing to the Issuing Officer.

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

#### **Instructions to Respondents**

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

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

#### **Title Page**

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

#### **Table of Contents**

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

#### **Tab 1 – Firms Qualifications**

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

#### **Tab 2- Personnel & Experience**

- A. Provide a resume for each key individual needed to carry out the proposal and describe their proposed role/responsibilities.
- B. Identify whether these key individuals gained experience within the company or outside the company and with whom, including years worked.
- C. Identify all subconsultants who will be used to carry out the work set forth in the Proposal.
- D. Describe the qualifications for employees of any such subconsultants.
- E. Include an organizational chart and/or workflow chart to identify each key role for the project.

**Tab 3- Methodology/Approach**

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

**Tab 4- Additional Required Proposal Submittal Forms**

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

- Consultant's General Information Work Sheet
- Cone of Silence Form
- Consultant's Code of Ethics
- E-Verify Form
- Non-Collusion Affidavit
- Drug-Free Workplace Form
- Vendor Certification Regarding Scrutinized Companies Form
- Truth in Negotiation Form
- Affidavit of Nongovernmental Entity Anti-Human Trafficking
- Certification Regarding Lobbying
- Certification Regarding Debarment
- Build America, Buy America Certification

### 3. General Insurance

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

#### 3.1. Standard Insurance Requirements

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

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

1. Workers' Compensation Insurance & Employer's Liability: The Consultant shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with section 440, Florida Statutes. 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 the Consultant 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.

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

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

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

Except as to Workers' Compensation and Employers' Liability and Professional Liability Insurance, Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents, and employees as Additional Insured for Commercial General Liability and Business Auto Liability policies. The name for the Additional Insured endorsement issued by the insurer shall read: "City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be listed as additional insured and shall include Contract #20250072 – **Professional Engineering Design Services for Village Green Drive Corridor Improvements Project.**" Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) 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 Consultant shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsement shall be attached to the Certificate of Insurance.

4. Business Automobile Liability Insurance: The Consultant shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event the Consultant does not own any automobiles, the Business Auto Liability requirement shall be amended allowing Consultant to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage shall apply on a primary and non-contributory basis.
5. Professional Liability Insurance: Consultant shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$2,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, the City reserves the right, but is not obligated, to review and request a copy of Consultant's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, Consultant warrants that the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a

Supplemental Extended Reporting Period (SERP) during the life of this Contract, Consultant shall agree to purchase a SERP with a minimum reporting period not less than four (4) years. If the policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.

6. Waiver of Subrogation: By entering into this Contract, the Consultant agrees to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss contract to waive subrogation without an endorsement, then Consultant shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.
7. Deductibles: All deductible amounts shall be paid for and be the responsibility of the Consultant for any and all claims under this Contract. Where an SIR or deductible exceeds \$5,000, the City reserves the right, but is not obligated, to review and request a copy of the Consultant's most recent annual report or audited financial statement. It shall be the responsibility of the Consultant to ensure that all independent consultants and/or subconsultants comply with the same insurance requirements referenced herein. It will be the responsibility of the Consultant to obtain Certificates of Insurance from all independent consultants and subconsultants listing the City as an Additional Insured without the language, "when required by written contract." If the Consultant, any independent consultants, and/or any subconsultants maintain higher limits than the minimums listed above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant/independent consultant/subconsultant. The Consultant may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the City shall be endorsed as an "Additional Insured."

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

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

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

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

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

All timely proposals will be evaluated in accordance with the following steps. Based on the results of the initial evaluation, the City may or may not elect to negotiate technical factors as further described in the E-RFP. Once the evaluation process has been completed (and any presentations or negotiations the City desires to conduct have occurred), the apparent successful Consultant(s) will be required to enter into discussions with the City to resolve any exceptions to the City's contract. The City will announce the results of the E-RFP as described further in Section 4.9 – "Public Award Announcement," of this E-RFP.

##### **4.1. Administrative/Preliminary Review**

First, the proposals will be reviewed by the Issuing Officer to determine the proposal's compliance with the following requirements, including but not limited to:

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

#### 4.2. Evaluating Proposal Factors

The Evaluation Committee will review each proposal in detail to determine its compliance with the E-RFP requirements. If a proposal fails to meet the minimum qualifications and mandatory requirements, the City will determine if the deviation is material. A Material Deviation will be cause for rejection of the proposal. An Immaterial Deviation will be processed as if no deviation had occurred. All proposals which meet the requirements of the minimum qualifications and mandatory requirements are considered "Responsive Proposals" at this point in time and will be scored in accordance with the point allocation in Section 4.3 – "Evaluation Criteria," of this E-RFP. At the conclusion of the initial Evaluation Committee meeting, the Committee may create a "short-list" of Respondents and require shortlisted Respondents to submit additional documentation which may include, but is not limited to: approach to the project, knowledge of the project scope, qualifications of the team members assigned to the project, and ability to furnish the required services within schedule and budget and/or to participate in public oral presentations

#### 4.3. Evaluation Criteria

The proposal will be scored in the following manner:

Category	Points
Firm's Qualifications	Maximum 300 points
Personnel & Experience and Knowledge	Maximum 300 points
Methodology/Approach	Maximum 300 points
Understanding Scope of Services	Maximum 100 points
<b>Total</b>	<b>Maximum 1000 points</b>

#### 4.4. Negotiations of Proposal and/or Cost Factors

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

#### 4.5. Overview of Negotiations

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

#### 4.6. Negotiation Instructions

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

1. **Negotiation Invitation:** Those Consultants identified by the Evaluation Committee to negotiate will be notified and invited to attend negotiations. Consultants will be notified in writing:

- a. the general purpose and scope of the negotiations;
- b. the anticipated schedule for the negotiations; and
- c. the procedures to be followed for negotiations.

**2. Confirmation of Attendance:** Consultants who have been invited to participate in negotiations must confirm attendance.

#### **4.6. Negotiation Round Completion**

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

#### **4.7. Competitive Range**

If the City elects to negotiate pursuant to Section 4.4, the City may either (1) elect to negotiate with all Responsive and Responsible Consultants, (2) limit negotiations to those Consultants identified within the competitive range, or (3) limit negotiations to the number of Consultants with whom the City may reasonably negotiate as defined below. In the event the City elects to limit negotiations to those Consultants identified within the competitive range, the City will identify the competitive range by (1) ranking Consultants' proposals from highest to lowest, and (2) then looking for breaks in the scores such that natural groupings of similar scores may be identified. In the event the City determines the number of Responsive and Responsible Consultants is so great that the City cannot reasonably conduct negotiations with all Consultants (which determination shall be solely at the City's discretion and shall be conclusive), the City may elect to limit negotiations to the top three (3) ranked Consultants as determined by the Total Score.

#### **4.8. Selection and Award**

The Responsive and Responsible Consultant receiving the highest Total Combined Score and with whom the City is able to reach agreement as to contract terms will be selected for award.

#### **4.9. Public Award Announcement**

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

### **5. Payment**

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

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

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

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

The City's intent is to structure the cost format in order to facilitate comparison among all Consultants and foster competition to obtain the best market pricing. Consequently, the City requires that each Consultants cost be in the format outlined below. Additional and/or alternative cost structures will not be considered. Each Consultant is cautioned that failure to comply with the instructions listed below, 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 Consultant'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".

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

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

## **6. Contract Terms and Conditions**

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

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

### **Exception to Contract**

By submitting a proposal, each Consultant acknowledges its acceptance of the E-RFP specifications and the Contract terms and conditions without change. If a Consultant takes exception to a Contract Provision or Solicitation Requirement, the Consultant must state the reason for the exception and state the specific Contract language it proposes to include in place of the provision. Any exceptions to the Contract must be uploaded and submitted as an attachment in Tab 5 of the Consultant's response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the E-RFP.

In the event the Consultant is selected for potential award, the Consultant will be required to enter into discussions with the City to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within the period identified in the schedule of events. Failure to resolve any contractual

issues will lead to rejection of the Consultant. The City reserves the right to proceed to discussions with the next best ranked Consultant.

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

### **Order of Preference**

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

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

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

The following documents make up this E-RFP. Any difficulty locating or accessing the following documents should be immediately reported to the Issuing Officer.

- PSL E-RFP (this document)
- Attachment A- Required Forms
- Exhibit A - PSL Sample Contract Agreement
- Exhibit B – Project Map

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

### **8. Civil Rights**

The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

### **9. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 C.F.R. Parts 180 and 1200)

- a. The prospective lower tier participant is providing the certification set out below.

- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms “covered transaction,” “civil settlement,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

#### **10. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.