



"A City for All Ages"

CITY OF PORT ST. LUCIE

**Sealed Electronic Proposal # 20200081
Request for Proposals (RFP)**

for

Design Services for the Glades-Tradition Reuse Water Main Project

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ATTACHMENTS
Attachment A – Map of Proposed Glades to Tradition Reuse Main
Mandatory Questions
Mandatory Scored Questions

**READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS.
YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS.**

1.0 PURPOSE OF PROCUREMENT

Pursuant to the [Port St. Lucie City Ordinance 35.05](#), this electronic Request for Proposals (“RFP”) is being issued to establish a contract with a qualified supplier who will provide Design Services for the Glades-Tradition Reuse Water Main Project to the City of Port St. Lucie (hereinafter, “PSL”) as further described in this RFP.

A descriptive overview of PSL can be found at <https://www.cityofpsl.com/discover-us/about-psl>. Please visit PSL’s website to familiarize yourself with how our city is structured and operates. Please contact the Mr. Jason Bezak with any questions.

CONE OF SILENCE

This electronic RFP follows [Port St. Lucie City Ordinance 35.13](#) “Cone of Silence”. All Proposers & City staff shall be governed by Port St. Lucie City Ordinance 35.13 “Cone of Silence”.

2.0 INTENT

The City of Port St. Lucie desires to make reuse water available to customers in the west Traditions area. The total construction value for this project exceeds two million dollars. The objective of this project is to provide the City of Port St. Lucie with a design for the continuation of an existing reuse water force main, that is intended to provide reuse water to customers located west and possibly south of Tradition. The existing reuse main terminates on the south side of the Glades Cut-Off Road and this design will take it approximately 2.2 miles south to the vicinity of the Glades Wastewater Booster Pumping Station and the future Tradition Parkway extension, west side of Tradition. Design of the connection of the reuse water main to end user facilities (i.e. a tank or a pond) is the responsibility of others.

MINIMUM QUALIFICATIONS:

Firms submitting a proposal for this project are required to have a State of Florida Professional Engineering License and must submit a copy of their license in their proposal package.

3.0 SCOPE OF WORK

The scope of engineering services for this project include all work necessary for the design of an operable reuse main including surveying, utility research, pipe and appurtenance selection, reuse main design, directional bore design, connection to the existing reuse main, termination end design, vertical and horizontal locates of existing utilities including the existing reuse main, all permitting, preparation of easements documents, coordination and permitting with Florida Power and Light, coordination with end users (to be identified by the City), bidding phase assistance including handling contractor questions, contractor requests of additional information and clarifications, and preparation of responses and addenda and engineering project management during construction.

Engineering project management during construction services shall include contractor coordination, review of all contractor submittals, including but not necessarily limited to contractor’s schedules, pay applications, shop drawing review, requests for information, clarifications, testing, operation and maintenance manuals and close out documents.

CONCEPTUAL TASKS AND DELIVERABLES

(1) Design Kick-Off Meeting

(2) Preliminary Design Report and Preliminary Design:

A preliminary reuse main design report including bases of design, hydraulic and cost evaluation of pipe sizes, 30% level design including survey information, conceptual construction costs, easement documents (if any), and permit applications (if any).

(3) 60% Level Design Plans and Technical Specifications

(4) 90% Level Design Plans and Technical Specifications

- (5) 100% Level Design Plans and Specifications
- (6) Bidding services
- (7) Engineering Construction Management

To the extent possible aerial photographs of the reuse main's route shall be included in the design documents. The consultant's design work and construction drawings shall be in accordance with the City of Port St. Lucie Utility Systems Department standards manual, design details and the qualified products list (QPL).

ESTIMATED SCHEDULE

The schedule below is an estimate based on the City's internal timeline. Firms shall submit their proposals based on this timeline; however, the City reserves the right to negotiate the final timeline during negotiations with firms if in the best interest of the City.

- (1) Design Kick-Off Meeting: **MONDAY, NOVEMBER 2, 2020.**
- (2) Preliminary Design Report and Preliminary Design: 30% level including survey information and conceptual construction cost and easement documents: **FRIDAY, JANUARY 1, 2021.**
- (3) 60% Level Design Plans and Technical Specifications: **TUESDAY, MARCH 2, 2021.**
- (4) 90% Level Design Plans and Technical Specifications: **TUESDAY, APRIL 6, 2021.**
- (5) 100% Level Design Plans and Specifications: **TUESDAY, MAY 11, 2021.**
- (6) Bidding: **MONDAY, JULY 12, 2021.**
- (7) Engineering Construction Management: Beginning **THURSDAY, OCTOBER 14, 2021.**
Engineering Construction Management: Ending **APRIL 2023.**

EXPECTED OUTCOME

It is the intent of the City that at the end of this contract the City will have a complete and ready for operable use reuse forcemain that will extend from the now existing termination point on the south side of Glades Cut-Off Road and extend south to the vicinity of the Glades Wastewater Booster Pumping Station. The main will be complete in all aspects including design, construction, permitting easements and above grade restoration.

The issuance of this RFP and receipt of proposals does not commit the City to award approval of an offer to provide services. The City reserves the right to postpone the proposal due date and time, accept or reject any or all proposals received in response to this RFP, waive any informality or defect in any proposal, or to cancel all or part of this RFP if it is in the best interests of the City. All proposals, plans and other documents submitted shall become the property of the City and are considered public information subject to review under Florida's public records law.

In addition, the selected Proposer shall be expected to be familiar with and adhere to not only any applicable City Code, which can be viewed on the City's website at www.Cityofpsl.com, but also any other laws, rules, or regulations governing the use of the Property.

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.

REQUEST FOR PROPOSALS

Through this RFP, the Proposer agrees to perform all work pursuant to this Proposal # **20200081, Design Services for the Glades-Tradition Reuse Water Main Project and all specified scope of services and deliverables**, which is incorporated herein by this reference.

This RFP expresses the City's selection criteria and submittal requirements that must be followed by any individual or entity (hereinafter referred to as the "Proposer") desiring to present a proposal. The City will consider all qualified responses to this RFP and evaluate each response based on the selection criteria in accordance with the procedures as set forth herein. The

proposals from interested, qualified individuals or firms for RFP # 20200081 must be received by the Procurement Management Department of the City of Port St. Lucie, no later than **Friday, August 14, 2020 @ 2:00 P.M. EST.**

4.0 PROPOSAL SUBMISSION

The submission of proposals must be submitted electronically through DemandStar by Proposers responding to this RFP. All submittals must be compatible with Microsoft Office 2007. E-proposal will be done through a secure locked box. The Proposer can only view/submit his/her E-proposal and will not have access to any other Proposer's submittals. The Proposer's E-proposal may be changed at the Proposer's discretion until the RFP Due Date and Time is reached. The Proposer will no longer be allowed to change or have access to the electronic proposal submittal after the RFP Due Date and Time as the City will open all proposals on said date. Any Proposer who is submitting an E-Proposal for the first time is strongly encouraged to contact DemandStar by e-mailing questions to demandstar@demandstar.com.

All proposals shall be submitted by completing and returning the Questionnaire and other required documents. The Questionnaire should be typed or printed and signed in blue ink. All submittals are required to be electronic and be contained in four (4) files TOTAL. No hard copies will be accepted.

- A. Request Proposal Specifications, # 20200081 from Onvia, or via internet www.cityofpsl.com.
- B. Download the CONSULTANT'S QUESTIONNAIRE, MANDATORY QUESTIONS AND MANDATORY SCORED QUESTION and save to your hard drive. Enter information requested on EACH OF THE THREE (3) FORMS.
- C. Electronically sign the CONSULTANT'S QUESTIONNAIRE where indicated.
- D. Upload the MANDATORY QUESTIONS AND MANDATORY SCORED QUESTIONS FORMS IN EXCEL FORMAT ONLY. Please submit them as two (2) separate excel files. **(File #1 and File #2.)**
- E. Upload in one file Form 330 as a PDF. **(File # 3)**
- F. Upload in one file and in the following order: the proposal response formatted as instructed in Section 7 of this document, CONSULTANT'S QUESTIONNAIRE for RFP # 20200081, five (5) completed reference check forms, W9, current Certificate of Insurance, license; then add the following documents: Truth-In-Negotiation Certificate and Affidavit, E-verify, Drug Free Workplace Form, Consultant Code of Ethics, Consultant Verification Form, Non-Collusion Affidavit and RFP checklist, onto DemandStar by the due date and time. Acknowledge all Addenda on the CONSULTANT'S QUESTIONNAIRE. Additional documents should reference the question in the CONSULTANT'S QUESTIONNAIRE. **(File # 4)**
- G. Enter zero for the cost on DemandStar and select the Submit button at the bottom of the page to send the documents.

*** Only electronic replies are required. No hard copies will be accepted. ***

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' System for Award Management (SAM) formerly Excluded Parties List, Suspended List or Debarment List.

CAUTION

It is the sole responsibility of the Proposer to assure that his or her submittal is uploaded to DemandStar on or before the RFP Due Date and Time. The City shall in no way whatsoever be responsible for any delays caused by any power outages or internet failures. No exceptions will be made.

NOTICE OF PROPOSALS BEING PUBLIC RECORDS

Any material that is submitted in response to this RFP, may become a public document pursuant to Chapter 119 of the Florida Statutes. If information submitted in response to a procurement is believed to be confidential, proprietary or trade secret information, the responding entity should identify the information as such in writing and submit it in a separate responsive package. The City of Port St. Lucie will comply with all public record laws, including those exempting disclosure of trade secret information pursuant to Florida law.

5.0 PROPOSAL SUBMISSION DEADLINE

Proposals shall be submitted no later than the Proposal Deadline time and date. Proposers shall respond to the written RFP and any exhibits, attachments, or amendments. A Proposer’s failure to submit a proposal as required before the deadline shall cause their proposal to be disqualified. Under no circumstances shall proposals delivered to or received by the City after the RFP Due Date and Time be accepted or considered. It is the sole responsibility of the Proposer to ensure that the proposal is uploaded to DemandStar on or before the RFP Due Date and Time. The City shall in no way be responsible for any delays arising from or caused by any occurrence whatsoever in its receipt of any proposals after the RFP Due Date and Time. No exceptions will be made.

5.1 Pre-Proposal Conference

The City will hold one Pre-Proposal Conference: **Monday, July 27, 2020 @ 2:00PM (EST)** Human Resources Training Room, Room 366, Building A, located at 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984. This will be an in-person meeting therefore all CDC Social Distancing Guidelines will be followed. All parties are requested to wear face coverings and may be subject to thermal scanning for their temperature.

All parties are requested to RSVP to JBezak@cityofpsl.com so we have a clear picture as to how many people will be attending. The City is restricting that no more than 2 people from each firm attend so that all social distancing guidelines can be met.

Attendance at the Pre-Proposal Conference is voluntary and not a pre-requisite to submitting a Proposal; however, it is strongly encouraged that all potential Proposers attend.

TENTATIVE SCHEDULE

The following projected timetable should be used as a working guide for planning purposes. The City reserves the right to adjust this timetable as required during the course of the RFP process.

REVIEW AND SELECTION PROCESS

ACTION	DATE	TIME
Advertisement with Onvia DemandStar	Thursday, July 16, 2020	
Pre-Proposal Conference	Monday, July 27, 2020	2:00 PM (EST)
Questions Due	Friday, July 31, 2020	3:00 PM (EST)
Answers Posted on DemandStar	TBD	
Proposals Due	Friday, August 14, 2020	2:00 PM (EST)
*Evaluation Committee Meeting	Monday, August 31, 2020	1:30 PM (EST)
*Evaluation Committee Meeting	Tuesday, September 8, 2020	1:30 -3:30 PM (EST)
**City Council Short List Approval	September 2020	6:30 PM (EST)
*Negotiation Meeting	Friday, October 2, 2020	1:00PM-3:00PM (EST)
*Negotiation Meeting (If needed)	Tuesday, October 6, 2020	1:00PM-2:30PM (EST)
**City Council Contract Approval	October 2020	6:30 PM (EST)

* Evaluation Committee will meet in the Human Resources Training Room, Room 366, Building A, located at 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984.

**City Council Meetings are held at 6:30 PM in the Council Chambers, at City Hall, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984. Please check City's website at cityofpsl.com to confirm time.

6.0 PROPOSAL QUESTIONS

All questions related to the RFP must be directed to Jason Bezak, Procurement Agent I in the Procurement Management Department. All communication should be in writing to the RFP Facilitator. Any oral communications shall be considered unofficial and non-binding. Written comments, including questions and requests for clarification, must reference the RFP number. Questions may be emailed to JBezak@cityofpsl.com.

7.0 ADMINISTRATIVE INFORMATION

Incorporation of Proposal into the contract: The contents of this proposal and the selected Proposer's response and any negotiated changes are to be incorporated, in its entirety, into the Contract.

7.1 RFP Facilitator:
Jason Bezak
Procurement Agent I
Procurement Management Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
772-344-4068 / FAX 772-871-7337
E-mail: JBezak@cityofpsl.com

The main point of contact shall hereinafter be referred to as the RFP Facilitator.

7.2 Communications Regarding the RFP:

7.2.1 Communications Paragraph / Restrictive
During the proposal process, firms shall not contact City staff. Additionally, firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact outside the City offices with City employees, including elected officials. Such contact may result in the vendor being disqualified. All contact must be coordinated through Jason Bezak, RFP Facilitator, for this procurement.

7.2.2 Upon release of this RFP, all proposer communications concerning this procurement must be directed to the RFP Facilitator.

7.2.3 All communication should be in writing to the RFP Facilitator. Any oral communications shall be considered unofficial and non-binding. Written comments, including questions and requests for clarification, must reference the RFP number.

7.2.4 The City shall respond in writing to written communications. Such response shall constitute an addendum to the RFP. Only written responses to written communication shall be considered official and binding upon the City. The City reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

7.3 **Proposal Preparation Costs:**

The City of Port St. Lucie shall not be responsible or liable for any costs associated with the preparation, submittal, presentation, or other costs incurred by participating in this procurement process.

7.4 Proposal Withdrawal:

A proposing Firm may withdraw their Proposal by removing all documents from DemandStar prior to the deadline. Modifications offered after the deadline and before the BAFO (if applicable) process will not be considered.

7.5 Proposal Amendment:

The City shall not accept any amendments, revisions, or alterations to proposals after the deadline for submittal unless such is formally requested in writing.

7.6 Ambiguity, Conflict or Errors in RFP:

Due care and diligence have been used in the preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the proposer.

If a firm discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, he shall immediately notify the City of such error in writing and request modification or clarification of the document. Any modification made to this RFP will be issued as an addendum. Written notice will be given to all parties who have been furnished with the RFP without divulging the source of the request.

If a firm fails to notify the City prior to the date and time fixed for submission of an error or ambiguity in the RFP known to him, or an error or ambiguity that reasonably should have been known to him, he shall not be entitled to additional time by reason of the error/ambiguity or its late resolution.

The City may also modify the RFP prior to the date and time fixed for submission of proposals by issuance/posting of an addendum. All addenda will be numbered consecutively beginning with 1.

7.7 Proposal Acceptance Period:

Each proposal shall be valid for a period of one hundred twenty (120) days after the RFP submission deadline date to allow time for evaluation, selection, and any unforeseen delays. The one hundred twenty (120) days may be extended upon agreement of the parties.

7.8 Right to Rejection:

7.8.1 The City of Port St. Lucie reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP entirely if determined to be in the best interest of the City. Any firm who is currently involved, either directly or indirectly with any litigation against or involving the City, which, as determined by the City Council majority vote, may not be in the best interest of the City may be disqualified and/or not considered for an award.

7.8.2 Any proposal received which does not meet the requirements of this RFP may be considered non-responsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable federal, state and local laws and regulations. The City of Port St. Lucie may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.

7.8.3 The City of Port St. Lucie reserves the right, at its sole discretion, to waive any technicality in proposals provided such action is in the best interest of City. Where the City waives minor technicalities in proposal, such waiver does not modify the RFP requirements or excuse the proposer from full compliance with the RFP. Notwithstanding any minor technicalities, the City may hold any proposer to strict compliance with the RFP.

7.9 Implied Requirements:

Products and services not specifically mentioned in this RFP, but which are necessary to provide the service described by this RFP, shall be included in the proposal. It is intended that this RFP describe the requirements and response format in sufficient detail to secure comparable proposals.

7.10 Proposal of Additional Services:

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

8.0 INSTRUCTIONS FOR PREPARATION OF PROPOSALS

A. Qualification Information. The submitted response to the RFP must contain detailed and concise qualifications of the Firm and personnel. Proposal Firms should respond in enough detail so that the specific guidelines and purpose are clearly represented. Standard Form 330 for Architect-Engineer qualifications shall be use. The response to the RFP must include information as described below and as addressed in criteria.

B. Organization. Such materials should be organized in the following format:

1. Cover letter including name, address, phone number, date of submission, name and number of this solicitation (Not to exceed one (1) page).
2. Table of contents.
3. Executive summary. This section should include the Firm's overall concept of the working relationship that will be required to successfully complete this project. The proposer shall provide an executive summary narrative containing information that indicates an understanding of the overall need for and purpose of the services presented in the RFP
4. Quality, experience, capabilities, resources and key differentiators. All assigned staff experience.
5. Firm's response, approach, and philosophy for approaching the project.
6. Firm's current contracts for like projects.
7. Firm's address of its local and national office.
8. Prior litigation, arbitration, and professional claims, including those involving the City. Any pending agreements to merge or sell your company.
9. **5 Completed References** for similar projects. *Note: The City "may not" be used as a reference if you are currently doing business with the City. Proposer(s) shall submit all completed references utilizing the Reference Check Form provided with their RFP packet by the submittal deadline. Note: Proposer(s) fills out the top box of the form and then sends the Reference Check Form to Proposer's reference to complete the evaluation section. The reference then sends the Reference Check Form back to the Proposer(s) once all evaluating is fully complete. Proposer(s) shall submit and include all fully filled out and completed Reference Check Forms with their RFP packet by or before the submittal deadline.*

C. Management Plan. This section shall describe the Firm's detailed plans for accomplishing the objectives of the project. It should include methods for planning, organizing, scheduling, coordinating, and administering the total effort. Explain the overall approach to the project. A submission of sample tables and graphs that are reflective of the survey work typically performed by the consultant should be included in the proposal.

D. Current Contracts. This section should show obligations that could pose a potential conflict of interest and any current City contracts in effect.

E. Firm's Location. Location shall mean a business which meets the following criteria:

<u># of Miles from City Hall to Assigned Staff's Office location</u>	<u># of Points</u>
0-60	50
61-80	40
81-100	30
101-120	20
121-140	10
140+	0

F. Firm's Work Plans. This section should include, but is not limited to, special concerns or accommodations needed for a successful project.

G. Prior Litigation, Arbitration, and Claims, Including with City. This section should list all professional related litigation, arbitration or claims involving your Firm and sub-contractors, inclusive of any litigation, arbitration or claims involving the City of Port St. Lucie, St. Lucie County.

H. Other Material. Please include any additional material that may assist the City in evaluating the proposals and approach to the project. Pre-printed advertisements, brochures, and promotional material may be attached as additional information, but shall not serve as a substitute for a specific response. Attachment of brochures instead of the written response request will be grounds for disqualification or devaluation. A simple "yes" or "no" answer alone will not be acceptable unless clearly requested; an explanation shall be provided for each question/issue listed in this response outline. However, clarity and brevity of presentation, not length, will be favorably considered.

I. Proposed Schedule. This section shall include a detailed breakdown and timelines for achieving the scope of work, with a delineation of assigned staff for each task associated with the project. Also include quality assurance efforts for the data collection and analysis tasks, a process for ensuring that no individual respondents will be identified, and a project timeline. The consultant must have sufficient equipment and personnel for back-up and/or emergencies to assure prompt scheduling and completion of services within the schedule. ***Final project schedule will be negotiated with awarded firm.**

J. Woman/Veteran/Minority Owned Business. Certification is a procedure by the State of Florida to ensure that businesses claiming to be woman-, veteran- or minority-owned and controlled meet the legal qualifications. The State applies uniform criteria and procedures by which participating entities and organizations can qualify businesses to participate in procurement or contracting programs as certified minority business enterprises in accordance with the certification criteria established by law. Eligibility criteria are in Chapter 287.0943 and 295.187, Florida Statutes (https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd/get_certified).

K. Value-added services. This term is used for non-core services, or, all services beyond the identified scope.

L. Project plan. A project plan is a formal document designed to guide the control and execution of a project. A project plan is the key to a successful project and is the most important document that needs to be created when starting any business project.

9.0 EVALUATION AND AWARD

The Evaluation Committee will consider many evaluation factors and will receive proposals from all responsible applicants. All proposals received by the specified deadline will be reviewed and evaluated consistently with the City's

Selection Policy. Before the final evaluation and ranking of Proposal Firms is complete, the City may choose to interview Proposal Firms found to be among the most qualified, or short-listed. The firms will be ranked based on final evaluation and a recommendation will be submitted to the City Council for permission to begin negotiations with the Firm that received the highest evaluation score.

One thousand (1,000) points are the maximum total number of points that can be awarded to a proposal.

The evaluation will be based upon the following elements of the proposals:

Category	Criteria	Points
Technical/Proposal Factors	1. "Mandatory" Requirements	Pass/Fail
Technical/Proposal Factors	2. "Mandatory Scored" and/or "Additional Scored" Responses	1,000 points
Total	N/A	1,000 points

The Procurement Management Department reserves the right to request any additional information needed for clarification from any proposer for evaluation purposes.

EVALUATION COMMITTEE COMPOSITION

The RFP Evaluation Committee will be comprised of five (5) committee seats as recommended by Administration and Procurement Management as follows:

1. Public Works (2)
2. Utility Systems (2)
3. Parks and Recreation (1)

Proposal Evaluation Process:

9.1 The evaluation process is designed to award the procurement to the overall highest rated firm.

Step One: Proposals will be evaluated by an Evaluation Committee. For clarification purposes, additional information may be obtained from some or all of the responding firms. The committee will evaluate all proposals against the criteria as outlined. Scores will be applied as indicated for each section of the criteria. The highest ranked firm(s) will be considered for advancement to the second step of the RFP process.

Step Two: The highest ranked firms or shortlisted firms shall be invited to conduct discussions with the evaluation committee in the form of questions and answers which may require public presentations. Upon direction and consensus of the Evaluation Committee, the highest ranked or shortlisted firm(s) as identified in Step One, will be recommended to the City Council for approval and authorization to negotiate.

Step Three: Once an acceptable agreement has been reached between the requesting department and the approved firm(s), the negotiated contract(s) will be recommended to the City Council for award and authorization to execute the contract as negotiated.

Note: The City at its discretion reserves the right to contract with the top-ranking proposer(s) as it meets the needs of the taxpayers and fulfills the requirements as outlined in this Request for Qualifications.

9.2 The RFP Facilitator shall manage the proposal evaluation process and maintain proposal evaluation records. The Evaluation Committee will **independently** evaluate each proposal and selection will be made according to the highest score based on the criteria listed in this document.

- 9.3 All proposals shall be reviewed by the RFP Facilitator to determine compliance with basic proposal requirements as specified in this RFP.
- 9.4 The City of Port St. Lucie reserves the right, at its sole discretion, to request clarifications or conduct discussions for clarification with any or all Proposer's. The purpose of any such discussions shall be to ensure full understanding of the proposal. If clarifications are made as result of such discussion, the offeror shall put such clarifications in writing. All communication (written or oral) with the Evaluation Committee will be coordinated by the RFP Facilitator. **Proposers are prohibited from contacting the Evaluation Committee members directly.**
- 9.5 Contract Award Process:
- 9.5.1 The RFP Facilitator shall forward results from the proposal evaluation process and award recommendation to the City Council for their approval.
- 9.5.2 The City reserves the right to make an award without further discussion of any proposal submitted. There shall be no best and final offer procedure. Therefore, each proposal should be initially submitted on the most favorable terms the vendor can offer.
- 9.5.3 The apparent highest ranked offeror shall be prepared to enter into a contract with the City of Port St. Lucie and other departments as deemed necessary. During the contract negotiation phase, the City will make a good faith effort to negotiate the best contract possible. In the event the City and the apparent highest ranked offeror cannot reach an agreement; the City may formally end negotiations by written notification to the offeror. At the City's discretion, the City can then choose to enter into negotiations with the next apparent highest ranked offeror and attempt to negotiate a contract with that offeror. The process will continue until the City has successfully negotiated a contract or rejected all proposals for award.
- 9.5.4 Contract award shall be subject to the contract approval of all appropriate officials in accordance with applicable City ordinance, Purchasing Policy, State laws and regulations.

10.0 General Requirements

10.1 Request for Proposals- All requirements contained in the Request for Proposals are hereby incorporated in the specifications and the subsequent contract.

10.2 Examination of Drawings and Contract Documents - Proposers shall thoroughly examine these specifications and all documents or other materials referred to herein and conduct such investigations and visits as may be necessary to thoroughly inform themselves regarding existing plant, facility, personnel and other conditions relative to compliance with this specification. No plea of ignorance by the Proposer of conditions that exist or may hereafter exist, as a result of failure or omission on the part of the Proposer to make said investigations and visits, and/or failure to fulfill in every detail the requirements of this specification and documents promulgated therein, will be accepted as a basis for varying the requirements of the City or the compensation of the Proposer(s).

10.3 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 the proposal reply. References from existing firms to which it has provided these types of services in the past or with which it is under Contract for such services presently and the names of company representatives who may be contacted for references shall be furnished on the Reference Check Form and returned with the Proposal Reply Sheet. References are subject to verification by the City and will be utilized as part of the award process. Performance history, 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 must be furnished as specified herein.

10.4 Award of Contract - The City shall take measures as deemed necessary to determine the ability of the Proposer to perform the obligations of the Contract. The City may reject any proposal where an investigation of the available information indicates a Proposer is not the most qualified to perform the obligation of the Contract. The City may require a Proposer to furnish additional statements of qualifications.

10.4.1 Collusion - The City reserves the right to disqualify proposals, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Proposer. More than one (1) proposal from an individual, partnership, corporation, association, firm, or other legal entity under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is interested in more than one (1) proposal for the same work will be cause for rejection of all proposals in which such Proposers are believed to be interested. Any or all proposals will be rejected if there is any reason to believe that collusion exists among the Proposers.

The award date is the date that City Council executed the motion to award the proposal(s) regardless of the date the Proposer receives notification of award. Notification of the award may be given by e-mail, facsimile, U.S. mail system, courier, or on the web site.

10.5 Variances to Specifications - Proposers must indicate any variances to the Specifications. If variations and/or alternates are not stated in Proposer's reply, it shall be construed that the proposal fully conforms to the specifications.

10.6 Execution of Contract - The Proposer will be required to execute a Standard City Contract within ten (10) calendar days after notification by the City that Contract is available and thereafter comply with the terms and conditions contained therein. The Proposer shall execute the Contract, deliver the required Insurance Certificates and other documentation as required by the RFP. The City will execute the Contract however, it is agreed and understood that the City will not be bound by the Contract unless and until it has been executed by the City Purchasing Agent and a purchase order or a Visa order form has been issued.

10.6.1 Failure to Execute Contract - Failure on the part of the selected Proposer to execute the Contract as required may be justification for the annulment of the award.

10.7 Subcontracting or Assigning of the Contract - 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 and the work provided by the suppliers in the area provided on the E-Proposal Reply Sheet.

The successful Proposer(s) shall provide a listing of all subcontractors, suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment), other than those identified in the E-Proposal Reply, to the City within five (5) days after the proposal opening. Such list shall be accompanied by an experience statement for each such subcontractor, supplier, person or organization if requested by City. 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 Proposer to submit an acceptable substitute without an increase in Proposal price.

If the 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 subcontractors, suppliers, and other persons and organizations. 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 after the effective date of the Contract as provided in the General Requirements.

10.8 Public Entity Statement - A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building

or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

10.9 Cooperative Purchasing Agreement - This Proposal may be expanded to include other governmental agencies provided a cooperative Purchasing Agreement exists or an Inter-Local Agreement for joint purchasing exists between the City of Port St. Lucie and other public agencies. Provider may agree to allow other public agencies the same items at the same terms and conditions as this Proposal, during the period of time that this Proposal is in effect. Each political entity will be responsible for execution of its own requirements with the selected Proposer.

10.10 Discrimination - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

10.11 Familiarity with Laws - The selected Proposer is 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 Proposer will in no way relieve him from responsibility. The selected Proposer will submit all proposals in compliance with the 28 C.F.R. § 35.151.

10.12 W-9 Taxpayer Identification Form - The selected Proposer shall be required to complete a W-9 Taxpayer Identification Form provided with the City's contract and return it with the contract and insurance documents.

10.13 Withdrawal of Proposals - A Proposer may withdraw his/her proposal without prejudice no later than the day and hour set in the E-Proposal by removing all documents from DemandStar.

10.14 Intent to Perform - The selected Proposer must agree that time is of the essence and that all requirements stated in these specifications are critical as it relates to the time of performance. Submittal of a quotation shall be prima facie evidence of the Selected Proposers intent to comply with the specifications.

11.0 Additional Information

11.1 Protest - Any person who wishes to protest any issue pertaining to this Request for Proposal may do so by following City Ordinance 20-15 identified in Chapter 35.14 "Protests" [Port St. Lucie Ordinance 35.14](#).

12.0 RULING ORDER OF DOCUMENTS

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

In the event of a conflict between provisions of the Contract and the RFP or Response to the RFP, the Contract shall control. In the event of a conflict between the Response to the RFP and the RFP, the Response to the RFP shall control. In the event of a conflict between the Contract and any of its attachments or exhibits thereto, the Contract shall control.

13.0 PUBLIC RECORDS / TRADE SECRETS / COPYRIGHT

The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

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(THIS IS A SAMPLE ONLY - DO NOT EXECUTE)

CITY OF PORT SAINT LUCIE

CONTRACT #20200081

This Contract is for Design Services for the Glades-Tradition Reuse Water Main Project, executed this _____ day of _____, 2020, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and name *of vendor, address*, Telephone No. () _____, hereinafter called "Consultant", party of the second part.

SECTION I
RECITALS

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

WHEREAS, Consultant is licensed in the State of Florida; and

WHEREAS, the City wishes to contract for Design Services for the Glades-Tradition Reuse Water Main Project as well as other tasks (Work) more specifically described in this Contract; and

WHEREAS, Consultant is qualified, willing and able to provide the Scope of Services and work on the terms and conditions set forth herein; and

WHEREAS, the City desires to enter into this Contract with Provider to perform the Scope of Services and work/services specified and, in an amount, agreed to below.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein name, the Parties agree as follows: The Recitals set forth above are hereby incorporated into this Contract and made a part of hereof for reference.

SECTION II
NOTICES

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person, sent by certified mail with return receipt request, email or fax and addressed as follows unless written notice of a change of address is given pursuant to the provisions of this Contract.

Consultant: TBD

City Contract Administrator: Procurement Management Department
Jason Bezak, Procurement Agent I
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
772-344-4068 / FAX 772-871-7337
E-mail: JBezak@cityofpsl.com

City Project Manager: Utility Systems Department
Rich Schoenborn, Project Manager
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
Telephone: 772-873-6485
Email: RSchoenborn@cityofpsl.com

SECTION III DESCRIPTION OF SERVICES TO BE PROVIDED

INTENT

The City of Port St. Lucie desires to make reuse water available to customers in the west Traditions area. The total construction value for this project exceeds two million dollars. The objective of this project is to provide the City of Port St. Lucie with a design for the continuation of an existing reuse water force main, that is intended to provide reuse water to customers located west and possibly south of Tradition. The existing reuse main terminates on the south side of the Glades Cut-Off Road and this design will take it approximately 2.2 miles south to the vicinity of the Glades Wastewater Booster Pumping Station and the future Tradition Parkway extension, west side of Tradition. Design of the connection of the reuse water main to end user facilities (i.e. a tank or a pond) is the responsibility of others.

MINIMUM QUALIFICATIONS:

Firms submitting a proposal for this project are required to have a State of Florida Professional Engineering License and must submit a copy of their license in their proposal package.

SCOPE OF WORK

The scope of engineering services for this project include all necessary work for the design of an operable reuse main including surveying, utility research, pipe and appurtenance selection, reuse main design, directional bore design, connection to the existing reuse main, termination end design, vertical and horizontal locates of existing utilities including the existing reuse main, all permitting, preparation of easements documents, coordination and permitting with Florida Power and Light, coordination with end users (to be identified by the City), bidding phase assistance including handling contractor questions, contractor requests of additional information and clarifications, and preparation of responses and addenda and engineering project management during construction.

Engineering project management during construction services shall include contractor coordination, review of all contractor submittals, including but not necessarily limited to contractor's schedules, pay applications, shop drawing review, requests for information, clarifications, testing, operation and maintenance manuals and close out documents.

CONCEPTUAL TASKS AND DELIVERABLES

(1) Design Kick-Off Meeting

(2) Preliminary Design Report and Preliminary Design:

A preliminary reuse main design report including bases of design, hydraulic and cost evaluation of pipe sizes, 30% level design including survey information, conceptual construction costs, easement documents (if any), and permit applications (if any).

(3) 60% Level Design Plans and Technical Specifications

(4) 90% Level Design Plans and Technical Specifications

(5) 100% Level Design Plans and Specifications

(6) Bidding services

(7) Engineering Construction Management

To the extent possible aerial photographs of the reuse main's route shall be included in the design documents. The consultant's design work and construction drawings shall be in accordance with the City of Port St. Lucie Utility Systems Department standards manual, design details and the qualified products list (QPL).

ESTIMATED SCHEDULE

The schedule below is an estimate based on the City's internal timeline. Firms shall submit their proposals based on this timeline; however, the City reserves the right to negotiate the final timeline during negotiations with firms if in the best interest of the City.

(1) Design Kick-Off Meeting: MONDAY, NOVEMBER 2, 2020.

- (2) Preliminary Design Report and Preliminary Design: 30% level including survey information and conceptual construction cost and easement documents: **FRIDAY, JANUARY 1, 2021.**
- (3) 60% Level Design Plans and Technical Specifications: **TUESDAY, MARCH 2, 2021.**
- (4) 90% Level Design Plans and Technical Specifications: **TUESDAY, APRIL 6, 2021.**
- (5) 100% Level Design Plans and Specifications: **TUESDAY, MAY 11, 2021.**
- (6) Bidding: **MONDAY, JULY 12, 2021.**
- (7) Engineering Construction Management: Beginning **THURSDAY, OCTOBER 14, 2021.**
Engineering Construction Management: Ending **APRIL 2023.**

EXPECTED OUTCOME

It is the intent of the City that at the end of this contract the City will have a complete and ready for operable use reuse forcemain that will extend from the now existing termination point on the south side of Glades Cut-Off Road and extend south to the vicinity of the Glades Wastewater Booster Pumping Station. The main will be complete in all aspects including design, construction, permitting easements and above grade restoration.

SECTION IV
TIME OF PERFORMANCE

Contract period shall begin on _____, 2020 and terminate on _____, 20__ for a total of ____ calendar days. The Consultant will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in this contract has not been completed by the specified date, the Consultant agrees to provide work as authorized by the Project Manager until all work specified in this contract has been rendered. Written requests shall be submitted to the Project Manager for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Consultant feels he has no control. Requests for time extensions shall be submitted immediately but in no event more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Consultant, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Consultant's control.

SECTION V
RENEWAL OPTION

There are no renewal options for this contract.

SECTION VI
COMPENSATION

The total amount to be paid by the City to the Consultant is on a time and materials basis per the fee schedule on a per project bases. Payments will be disbursed in the following manner:

Fee Schedule		
Title	Description of Services	Hourly Rate

Consultant shall invoice the City for the amount of the said invoice shall accompany the signed Contracts.

The Consultant 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 as a consequence of the suspension or discontinuance of the work.

Invoices for services shall be submitted once a month, by the 10th of the month, and payments shall be made within thirty (30) days unless Consultant has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and approved by Project Manager.

No payment for projects involving improvements to real property shall be due until Consultant delivers to City a complete release of all claims arising out of the Contract or receipts in full in lieu thereof, and an affidavit asserting personal knowledge that the releases and receipts include labor and materials for which a lien could be filed.

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

All payments not made within the time specified by this section shall bear interest from thirty (30) calendar days after the due date at the rate of 1 percent per month on the unpaid balance.

In the event the City deems it expedient to perform work which has not been done by the Consultant as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Consultant as required in these Specifications, all expenses thus incurred by the City, at the City's option, will be invoiced to the Consultant and/or deducted from payments due to the Consultant. Deductions thus made will not excuse the Consultant from other penalties and conditions contained in the Contract.

SECTION VII **WORK CHANGES**

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. Any and all changes must be authorized by a written change order signed by the City's Purchasing Agent or his designee as representing the City. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties before starting the work involved in the change. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City shall be final and conclusive.

SECTION VIII **CONFORMANCE WITH PROPOSAL**

It is understood that the materials and/or work required herein are in accordance with the proposal made by the Consultant pursuant to the Request for Proposal and Specifications on file in the Procurement Management Department of the City. All documents submitted by the Consultant in relation to said proposal, and all documents promulgated by the City for inviting proposals are, by reference, made a part hereof as if set forth herein in full.

SECTION IX **INDEMNIFICATION/HOLD HARMLESS**

Consultant agrees to indemnify, defend and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorney's fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of Consultant, agents, laborers, sub-consultants or other personnel entity acting under Consultant control in connection with the Consultant's performance of services under this Contract and to that extent Consultant shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination

or harassment, and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses including appeals. That the aforesaid hold-harmless Contract by Consultant shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Consultant or any agent laborers, sub-consultants or employee of Consultant regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Consultant shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by Consultant on the work. This indemnification shall survive the termination of this Contract.

SECTION X
SOVEREIGN IMMUNITY

Nothing contained in this Contract shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

SECTION XI
INSURANCE

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

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

1. Workers' Compensation Insurance & Employer's Liability: The Consultant shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis. Should scope of work performed by Consultant qualify its employee for benefits under Federal Workers' Compensation Statute (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 shall apply as primary and non-contributory. A waiver of subrogation shall 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, Employers' Liability, and Professional Liability, said Certificate(s) 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 added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract # 20200081 – Design Services for the Glades-Tradition Reuse Water Main Project shall be listed as additionally insured**". The Policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. 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 endorsements shall be attached to the Certificate of Insurance.

4. 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 shall 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 not the obligation, to review and request a copy of Consultant's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Consultant warrants the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Consultant shall agree to purchase a SERP with a minimum reporting period not less than four (4) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.
6. Waiver of Subrogation: The Consultant shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Consultant shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Consultant enter into such a Contract on a pre-loss basis.
7. Deductibles: All deductible amounts shall be paid for and be the responsibility of the Consultant for any and all claims under this Contract. Where an SIR or deductible exceeds \$5,000, the City of Port St. Lucie reserves the right, but not obligation, to review and request a copy of the bidder's most recent annual report or audited financial statement.

It shall be the responsibility of the Consultant to ensure that all Consultants, independent Consultants and/or sub-consultants comply with the same insurance requirements referenced herein. It will be the responsibility of the Consultant to obtain Certificates of Insurance from all Consultants, independent Consultants, and sub-consultants, listing the City as an Additional Insured without the language when required by written contract.

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

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

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

SECTION XII ACTS OF GOD

The Consultant shall be responsible for all preparation of the site for Acts of God, including but not limited to; earthquake, flood, tropical storm, hurricane or other cataclysmic phenomenon of nature, rain, wind or other natural phenomenon of normal intensity, including extreme rainfall. No reparation shall be made to the Consultant for damages to the Work resulting from these Acts. The City is not responsible for any costs associated with pre or post preparations for any Acts of God.

Emergencies – In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Consultant, or his designee, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury or loss. In the event such actions are taken, the Consultant shall promptly give to the City written notice and contact immediately by phone, of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the City a written authorization signed by the City covering the approved changes and deviations will be issued.

SECTION XIII PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Consultant nor any Sub-Consultant supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION XIV COMPLIANCE WITH LAWS

The Consultant shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Consultant will comply with all requirements of 28 C.F.R. § 35.151. Consultants and Sub-Consultant, shall comply with § 119.0701, Fla. Stat. The Consultant and Sub-Consultant, are to allow public access to all documents, papers, letters, or other material made or received by the Consultant in conjunction with this Contract, unless the records are exempt from Art. I, § 24(a), Fla. Const. and § 119.07(1)(a), Fla. Stat. Pursuant to § 119.10(2)(a), Fla. Stat., any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in § 775.082 and § 775.083 Fla. Stat.

RECORDS

The City of Port St. Lucie is a public agency subject to Chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Law. CONSULTANT'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S.

Consultant agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the City in order to perform the service;

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).

2. During the term of the contract, the Consultant shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City.
3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Consultant's records under this Contract include but are not limited to, supplier/sub-consultant invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
4. The Consultant agrees to make available to the City, during normal business hours all books of account, reports and records relating to this contract.
5. A Consultant who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the City.

Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Consultant, or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
(772) 871 5157
pr@cityofpsl.com**

**SECTION XV
INSPECTION AND CORRECTION OF DEFECTS**

Deductions - In the event the City deems it expedient to perform work which has not been done by the Consultant(s) as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Consultant(s) as required in these Specifications, all expenses thus incurred by the City, in the City's option, will be invoiced to the Consultant(s) and/or may be deducted from payments due to the Consultant(s). Deductions thus made will not excuse the Consultant(s) from other penalties and conditions contained in the Contract.

SECTION XVI
SCRUTINIZED COMPANIES

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran petroleum Energy Sector List, or do any business with Cuba or Syria. Both lists are created pursuant to section 215.473, Florida Statutes. https://www.sbafla.com/fsb/Portals/FSB/Content/Performance/Quarterly/2017_12_13_Web_Update_PFIA_Prohibited_List.pdf?ver=2017-12-13-144624-667

SECTION XVII
ADDITIONAL REQUIREMENTS

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply.

City's Public Relations Image – The Consultant's personnel shall at all times handle complaints and any public contact with due regard to the City's relationship with the public. Any personnel in the employ of the Consultant involved in the execution of work that is deemed to be conducting him/her self in an unacceptable manner shall be removed from the project at the request of the City Manager.

Patent Fees, Royalties, and Licenses – If the Consultant requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Consultant and his surety shall indemnify and hold harmless the City from any and all claims for infringement in connection with the work agreed to be performed. The Consultant shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.

Permits - The Consultant 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 with the requirements of said legislation. The selected Proposer shall be required to complete a **W-9 Taxpayer Identification Form**, provided with the City's contract, and return it with the signed contract and insurance documents

Cooperative Purchasing Agreement - This contract may be expanded to include other governmental agencies provided a cooperative purchasing agreement exists or an inter-local agreement for joint purchasing exists between the City of Port St. Lucie and other public agencies. Consultant(s) may agree to allow other public agencies the same items at the same terms and conditions as this contract, during the period of time that this contract is in effect. Each political entity will be responsible for execution of its own requirements with the Consultant.

Contractual Relations - The Consultant(s) are advised that nothing contained in the contract or specifications shall create any contractual relations between the City and Sub-Consultant of the Consultant(s).

SECTION XVIII
ASSIGNMENT

Consultant shall not delegate, assign or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City.

SECTION XIX
TERMINATION AND DELAYS

A. Termination for Breach of Contract. If the Consultant refuses or fails to deliver material as required and/or prosecute the work with such diligence as will insure its completion within the time specified in this Contract, the City by written notice to the Consultant, may terminate Consultant's rights to proceed. Upon such termination, the City may take over the work and prosecute the same to completion, by Contract or otherwise, and the Consultant and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work. The City may also in event of termination obtain undelivered materials, by Contract or otherwise, and the Consultant and his sureties shall be liable to the City for any additional cost incurred for such material. Consultant and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Consultant's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

B. Excusable Delays. The right of the Consultant to proceed shall not be terminated nor shall the Consultant be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any adverse acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Consultant, including but not restricted to, acts of God, acts of the public enemy, acts of another Consultant in the performance of some other Consultant with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any Sub-consultant occasioned by any of the above mentioned causes. However, the Consultant must promptly notify the City in writing within two (2) calendar days of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

C. Termination by the City. The City may terminate this Contract with or without cause by giving the Consultant thirty (30) day notice in writing. Upon delivery of said notice and upon expiration of the thirty (30) day period, the Consultant. Consultant shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder and no charges, penalties or other costs shall be due Consultant except for work timely completed.

D. Termination for Insolvency. The City also reserves the right to terminate the remaining services to be performed in the event the Consultant is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.

SECTION XX
LAW, VENUE AND WAIVER OF JURY TRIAL

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract shall be in St. Lucie County, Florida.

The parties to this contract hereby freely, voluntarily and expressly waive their respective rights to trial by jury on any issues so triable after having the opportunity to consult with an attorney.

SECTION XXI
APPROPRIATION APPROVAL

The Consultant acknowledges that the City of Port St Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Consultant agrees that, in the event such appropriation is not forthcoming, this Contract may be terminated by the City and that no charges, penalties or other costs shall be assessed.

SECTION XXII
TRUTH-IN-NEGOTIATIONS

In accordance with the provisions of Section 287.055, Florida Statutes, the Consultant agrees to execute a truth-in-negotiations certificate and agrees that the original Contract price and any additions may be adjusted to exclude any significant sums by which the Contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.

SECTION XXIII
CONFLICT OF INTEREST

The City hereby acknowledges that the Consultant may be performing professional services for private developers within the Treasure Coast area. Should a conflict of interest arise between providing services to the City and/or other clients, the Consultant shall terminate its relationship with the other client to resolve the conflict of interest. The City Manager shall determine whether a conflict of interest exists. At the time of each Project Proposal the Consultant shall disclose all of its Treasure Coast clients and related Scope of Work.

SECTION XXV
PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

SECTION XXVI
CODE OF ETHICS

Consultant warrants and represents that its employees will abide by any applicable provisions of the State of Florida Code of Ethics in Chapter 112.311 et seq., Florida Statutes, and Code of Ethics Ordinances in Section 9.14 of the City of Port St. Lucie Code.

SECTION XXVII
POLICY OF NON-DISCRIMINATION

Consultant shall not discriminate against any person in its operations, activities or delivery of services under this Contract. Consultant shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

SECTION XXVIII
SEVERABILITY

The Parties to this Contract expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Contract is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Contract) and the remainder of this Contract, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Contract to be inequitable under the circumstances.

SECTION XXIX
ENTIRE AGREEMENT

The written terms and provisions of this Contract shall supersede any and all prior verbal or written statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

[The remainder of this page left blank intentionally.]

IN WITNESS WHEREOF, the parties have executed this contract, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

CONSULTANT

By: _____ By: _____
Purchasing Agent Authorized Representative

State of: _____ County of: _____

Before me personally appeared: _____
(Please print)

Please check one:

Personally known _____ Produced Identification: _____
(Type of identification)

and known to me to be the person described in and who executed the foregoing instrument and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.
(s/he)

WITNESS my hand and official seal, this _____ day of _____, 2020.

Notary Signature

Notary Public State of _____ at Large.

My Commission Expires _____.

(seal)

TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT

STATE OF FLORIDA §
COUNTY OF §

Before me, the undersigned authority, personally appeared affiant _____,
who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a) of the Florida Statutes for the undersigned firm to receive an agreement for professional services with the City of Port St. Lucie, St. Lucie County, Florida.

2. That the undersigned firm is a corporation which engages in furnishing Design Services and is entering into an agreement with the City of Port St. Lucie, St. Lucie County, Florida to provide these services for a project known as # 20200081, Design Services for the Glades-Tradition Reuse Water Main Project.

3. That the undersigned firm has furnished the City of Port St. Lucie, St. Lucie County, Florida a detailed analysis of the cost of the professional services required for the project.

4. That the wage rate information and other factual unit cost, which the undersigned firm furnished, were accurate, complete and current at the time the undersigned firm and the City of Port St. Lucie entered into the agreement for professional services on the project.

5. That the agreement which the undersigned firm and the City of Port St. Lucie entered into on this job contained a provision that the original agreement price and any additions thereto shall be adjusted to include any significant sums by which the City of Port St. Lucie determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit cost and that all such agreement adjustments shall be made within one (1) year following the end of the agreement.

FURTHER AFFIANT SAYETH NAUGHT

Name of Firm

President

The foregoing instrument was acknowledged before me by _____ who is personally known to me.

WITNESS my hand and official seal in the State of County last aforesaid this __the day of _____, 2020.

(SEAL)

Signature

Notary Name (typed or printed)

Title or Rank

CONSULTANT'S QUESTIONNAIRE
RFP #20200081
Design Services for the Glades-Tradition Reuse Water Main Project

It is understood and agreed that the following information is to be used by the City of Port St. Lucie to determine the qualifications of Proposers to perform the work required. The Consultant waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Consultant.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Consultant, surety, bank material or equipment manufacturer, or distributor, or any person, firm, or corporation to furnish the City of Port St. Lucie any pertinent information requested by the City deemed necessary to vary the information on this questionnaire.

1. ORGANIZATIONAL PROFILE- COMPANY NAME:

PHYSICAL ADDRESS:

MAILING ADDRESS:

TELEPHONE NUMBER:

FAX NO.

CONTACT PERSON

E-MAIL :

Is the firm incorporated? Yes--No If yes, in what state? Provide a list of officers for this entity.

2. INSURANCE CERTIFICATES LICENSE - Proposers are required, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain. Proposers are required to submit all licenses and certifications required to perform this project.

3. COMPLETION OF FORM - An authorized representative of the firm offering this RFP must complete this form in its entirety. Terms entered herein shall not be subject to withdrawal or escalation by Proposer. The City reserves the right to hold proposals for a period not to exceed one hundred twenty (120) calendar days after the date of the proposal opening stated in the RFP before awarding the Contract. Contract award constitutes the date that City Council executes the motion to award the proposal.

4. CONTRACT - Proposer agrees to comply with all requirements stated in the specifications for this RFP.

5. ADDENDUM ACKNOWLEDGMENT - Proposer acknowledges that the following addenda have been received and are included in its proposal:

Addendum Number	Date Issued

AGREEMENT - Consultant agrees to comply with all requirements stated in the specifications for this RFP.

CERTIFICATION:

This RFP-Proposal is submitted by: Name (print) _____ who is an officer of the above firm duly authorized to sign proposals and enter into contracts. I certify that this RFP-Proposal # 20200081 is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud.

The proposer understands that information contained in this Proposal Reply will be relied upon by City in awarding the proposed Contract and such information is warranted by the proposer to be true. The undersigned proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the proposer, as may be required by the City.

I certify that the information and responses provided on this Proposal Reply are true, accurate and complete. The City may contact any entity or reference listed in this Proposal Reply. Each entity or reference may make any information concerning the Consultant available to the City.

I agree to abide by all conditions of this RFP-Proposal.:

Signature Title

If a corporation renders this RFP-Proposal, the corporate seal attested by the secretary shall be affixed below. Any agent signing this RFP-Proposal shall attach to this form evidence of legal authority.

Witnesses:

If Partnership:

Print name

Print Name of Firm

Print name

By: _____
(General Partner)

If Individual:

If Corporation:

Signature

Print Name of Corporation

Print Name

By: _____
(President)

Attest: _____
(Secretary)

CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE CHECK FORM
Proposer Instructions: Fill out top portion only.
(Please print or type)

RFP Number: 2020081	
Title: Design Services for the Glades-Tradition Reuse Water Main Project	
Proposer/Respondent: _____	
Reference: _____	Fax #: _____
Email: _____	Telephone #: _____
Person to contact: _____	

Reference Instructions: The above Proposer has given your name to the City of Port St. Lucie as a reference. Please complete the information below and send back to the proposer listed in the box above.

Describe the scope of work of the contract awarded by your firm/entity to this Consultant. What type of services were performed?

What is the size of your agency and what services does your agency provide?

Was the project completed on time and within the specified guidelines?

What problems were encountered (claims)?

How would you rate the Consultant on a scale of low (1) to high (10) for the following?

Professionalism _____
Qualifications _____
Budget Control _____

Final Product _____
Cooperation _____
Reliability _____

Would you contract with this Consultant again? Yes No Maybe

Comments:

Thank you.

Signature from Reference: _____

Note: The City "may not" be used as a reference if you are currently doing business with the City. Proposer(s) shall submit all completed references utilizing the Reference Check Form provided with their RFP packet by the submittal deadline. Note: Proposer(s) fills out the top box of the form and then sends the Reference Check Form to Proposer's reference to complete the evaluation section. The reference then sends the Reference Check Form back to the Proposer(s) once all evaluating is fully complete. Proposer(s) shall submit and include all fully filled out and completed Reference Check Forms with their RFP packet by or before the submittal deadline.

CITY OF PORT ST. LUCIE, FLORIDA
RFP # 20200081
Design Services for the Glades-Tradition Reuse Water Main Project

STATE OF FLORIDA
E-VERIFY

Contract No: _____

Financial Project No(s): _____

Project Description: _____

Consultant acknowledges and agrees to the following:

Consultant:

1. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of the contract; and
2. Shall expressly require any subconsultants performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant during the contract term.

Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

DRUG-FREE WORKPLACE FORM
RFP # 20200081
Design Services for the Glades-Tradition Reuse Water Main Project

The undersigned Consultant in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature

Date

CONSULTANT CODE OF ETHICS
RFP # 20200081
Design Services for the Glades-Tradition Reuse Water Main Project

The City of Port St Lucie ("City"), through its Procurement Management Department ("PMD") is committed to a procurement process that fosters fair and open competition, is conducted under the highest ethical standards and enjoys the complete confidence of the public. To achieve these purposes,

PMD requires each Consultant who seeks to do business with the City to subscribe to this Consultant Code of Ethics.

- ◆ A Consultant's proposal or proposal will be competitive, consistent and appropriate to the proposal documents.
- ◆ A Consultant will not discuss or consult with other Consultants intending to proposal on the same contract or similar City contract for limiting competition. A Consultant will not make any attempt to induce any individual or entity to submit or not submit a proposal or proposal.
- ◆ Consultant will not disclose the terms of its proposals or proposal, directly or indirectly, to any other competing Consultant prior to the proposal or proposal closing date.
- ◆ Consultant will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- ◆ Consultant will submit timely, accurate and appropriate invoices for goods and/or services performed under the contract.
- ◆ Consultant will not offer or give any gift, item or service of value, directly or indirectly, to a City employee, City official, employee family member or other Consultant contracted by the City.
- ◆ Consultant will not cause, influence or attempt to cause or influence, any City employee or City Official, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that Consultant or for any other person.
- ◆ Consultant will disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a Consultant contracted by the City.
- ◆ Consultant must comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices. In addition, Consultant must require their suppliers (including temporary labor agencies) to do the same. Consultants must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to the following:
 - Obtaining and maintaining all required environmental permits. Further, Consultant will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.
 - Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.
 - Providing workers with an environment free of discrimination, harassment and abuse, which includes establishing a written antidiscrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

Name of Organization/Proposer _____

Signature _____

Printed Name and Title _____

Date _____

DISCLAIMER: This Code of Ethics is intended as a reference and procedural guide to Consultants. The information it contains should not be interpreted to supersede any law or regulation, nor does it supersede the applicable Consultant contract. In the case of any discrepancies between it and the law, regulation(s) and/or Consultant contract, the law, regulatory provision(s) and/or Consultant contract shall prevail.

CITY OF PORT ST. LUCIE, FLORIDA
RFP # 20200081
Design Services for the Glades-Tradition Reuse Water Main Project

CONSULTANT VERIFICATION FORM

THE FOLLOWING IS TO BE COMPLETED BY PRIME PROPOSER:

Name of Firm: _____

Corporate Title: _____

Address: _____

(Zip Code)

By: _____
(Print name) (Print title)

(Authorized Signature)

Telephone: () _____

Fax: () _____

State License # _____ (ATTACH COPY)

County License # _____ (ATTACH COPY)

City License: (ATTACH PROOF OF REGISTRATION WITH THE CITY)

Type of License: _____

Unlimited _____ (yes/no)

If "NO", Limited to what trade? _____

NON-COLLUSION AFFIDAVIT

RFP # 20200081

Design Services for the Glades-Tradition Reuse Water Main Project

State of _____ }

County of _____ }

_____, being first duly sworn, disposes and says that:
(Name/s)

1. They are _____ of _____ the Proposer that
(Title) (Name of Company)

has submitted the attached PROPOSAL;

2. He is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such PROPOSAL;

3. Such Proposal is genuine and is not a collusive or sham Proposal;

4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Port St. Lucie or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title) _____

STATE OF FLORIDA }
COUNTY OF ST. LUCIE} SS:

The foregoing instrument was acknowledged before me this (Date) _____

by: _____ who is personally known to me or who has produced
_____ as identification and who did (did not) take an oath.

Notary (print & sign name) Commission No. _____

CHECKLIST
RFP # 20200081
Design Services for the Glades-Tradition Reuse Water Main Project

This checklist is provided to assist Proposers in the preparation of their proposal response. Included in this checklist are important requirements that are the responsibility of each Proposer to submit with their response to make their proposal response fully compliant. This checklist is only a guideline -- it is the responsibility of each Proposer to read and comply with the Request for Proposals in its entirety.

- _____ Upload the MANDATORY QUESTIONS AND MANDATORY SCORED QUESTIONS FORMS IN EXCEL FORMAT ONLY. Please submit them as two (2) separate excel files. (File #1 and File #2.)
- _____ Uploaded in one file Form 330 as a PDF. (File # 3)
- _____ Documents uploaded in one file and in the following order: the proposal response formatted as instructed in Section 7 of this document, CONSULTANT'S QUESTIONNAIRE for RFP #20200081, five (5) completed reference check forms, Certified Minority Business Certificate (if applicable), Location documents (if applicable), W9, current Certificate of Insurance, license; then add the following documents: Truth-In-Negotiation Certificate and Affidavit, E-verify, Drug Free Workplace Form, Consultant Code of Ethics, Consultant Verification Form, Non-Collusion Affidavit and RFP checklist. (File # 4)
- _____ All questions on the CONSULTANT'S QUESTIONNAIRE are complete and thoroughly answered.
- _____ Each Proposal Addendum (when issued) is acknowledged.
- _____ Have reviewed the Contract and accept all City Terms and Conditions.
- _____ After review of uploaded documents on DemandStar by Onvia web site selected the Submit button at bottom of page.



**NOTICE #1
RFP # 20200081**

Notice Date: 08-31-2020

RFP Name: Design Services for the Glades-Tradition Reuse Main Project

Please make the following changes/modifications to the subject bid:

UPDATE TO THE SCHEDULE:

ACTION	DATE	TIME
Advertisement with DemandStar	Thursday, July 16, 2020	
Pre-Proposal Conference	Monday, July 27, 2020	2:00 PM (EST)
Questions Due	Friday, July 31, 2020	3:00 PM (EST)
Answers Posted on DemandStar	TBD	
Proposals Due	Friday, August 14, 2020	2:00 PM (EST)
*Evaluation Committee Meeting	Monday, August 31, 2020	1:30 PM (EST)
*Evaluation Committee Meeting	Tuesday, September 8, 2020	1:30 -3:30 PM (EST)
**City Council Short List Approval	September 2020	6:30 PM (EST)
*Negotiation Meeting	Friday, October 2, 2020	1:00PM-3:00PM (EST)
*Negotiation Meeting (If needed)	Tuesday, October 6, 2020	1:00PM-2:30PM (EST)
**City Council Contract Approval	October 2020	6:30 PM (EST)

- ❖ The **First** Evaluation Meeting scheduled for ~~August 31, 2020~~ is hereby rescheduled to **September 8, 2020**.
- ❖ The **Second** Evaluation Meeting scheduled for ~~September 8, 2020~~ is hereby rescheduled to **September 14, 2020**.
- ❖ Both meetings start at 1:30pm.



Notice # 2
September 8, 2020
RFP # 20200081

Request for Proposals (RFP) for Design Services
for the Glades-Tradition Reuse Water Main Project

Instructions to Proposers

The City of Port Saint Lucie has scheduled a Presentation / Questions and Answers Meeting for **September 14, 2020 starting @ 1:30 PM EST.**

LOCATION CHANGE:

The Evaluation Phase 2 Committee Meeting will meet at 2195 SE Airoso Blvd, Port St. Lucie, FL 34984 (City of Port St. Lucie's Community Center) in the CEOC Room. The room change provides greater social distancing and presentation accommodations.

The firms are scheduled to present as follows:

1:30 PM CULPEPPER & TERPENING, INC.

2:00 PM CAPTEC ENGINEERING, INC.

2:30 PM KIMLEY-HORN AND ASSOCIATES, INC.

3:00 PM HOLTZ CONSULTING ENGINEERS, INC.

The format will be a 15-minute time period to allow committee members to ask clarifying questions based on the firm's written responses already supplied by the firms from the firm's submittal and Q&A questionnaire.

The following format will be observed:

Up to 10-minutes for the firm's presentation. This is the first ten minutes of the session should be information that the firm deems necessary for the committee members to have a clear understanding about their proposed work plan, timeline overview of the project and approach to the project.

Up to 5-minutes for the Q&A clarifying session. This is a conversation between the committee and the firm to gain a better understanding and more insight into the firm's qualifications and fitness for the project based on the firm's submittal and the Q&A answers previously supplied to the committee and any follow up questions the committee may have.

Specifically, the committee is requesting that the firm's project manager and two other representatives who will be assigned to this project, if awarded, be present at the meeting.

Visuals in the format that the firm chooses is also permitted. Please limit the firm's presentation team to **no more than three team members IN-PERSON.**

Notice # 3

September 11, 2020

RFP # 20200081

**Request for Proposals (RFP) for Design Services
for the Glades-Tradition Reuse Water Main Project**



Instructions to Proposers

Please email the answers to the questions below to Jason Bezak at JBezak@cityofpsl.com on or before **September 14, 2020 by 11 AM EST.**

1. Do you know who the current prospective customers are for the service line?
2. What are your thoughts on poorly positioned air relief valves and how are they prevented?
3. What are your plans for isolation valves?
4. In your opinion, what percent of pipeline can be directional bored?
5. How do you anticipate flushing the reuse main?
6. Describe FPL, FDEP, and FECR easement permitting for the project area. Which one will you think is a critical path in the schedule?

Mandatory Questions

These questions are Pass/Fail. To be considered responsive, responsible and eligible for award, you must answer all questions in this section.

DO NOT INCLUDE ANY COST INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.

Question #	Questions per Proposal Factors/Categories	Response by Offeror. Only Yes or No Answers	Upload Attchts with Additional Information?	Attachment File Name
	Proposal Factors			
1	List any criminal violations and/or convictions of the Proposer and/or any of its principals: (N/A is not an acceptable answer).			
2	List any judgements from lawsuits in the last five (5) years: (N/A is not an acceptable answer).			
3	List any lawsuits pending or completed within the past five (5) years involving the corporation, partnership or individuals with more than ten percent (10%) interest: (N/A is not an acceptable answer).			
4	Has the Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?			
5	Proposers are required to submit all licenses and certifications required to perform this project. <u>State of Florida Professional Engineers License.</u>			
6	Proposers are required, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they <u>currently maintain.</u>			
7	Acknowledgement of Addenda			
8	Complete and upload Consultant's Questionnaire			
9	Complete and upload Certification page			
10	Complete and upload E-Verify Form			
11	Complete and upload Drug Free Workplace Form			
12	Complete and upload Consultant Code of Ethics			
13	Complete and upload Consultant Verification Form			
14	Complete and upload Non-Collusion Affidavit			
15	Complete and upload Checklist			
16	Submit W-9			
17	Complete and upload Truth-In Negotiation Certificate and Affidavit			
18	Use the reference check form to provide THREE (3) references for projects within the last ten (10) years similar in scope to the services described in this RFQ.			

Mandatory Scored Questions

Offerors must answer all the questions in this spreadsheet in the cell provided.

Failure to answer these questions will result in disqualification of the proposal.

Offerors must indicate whether their proposal meets the individual requirement and provide a supporting narrative in the space provided. The narrative description, along with any required supporting materials, will be evaluated and awarded points in accordance with Section 6, Proposal Evaluation and Award. **ONLY** upload documents if there is a Yes in the "Upload Attchts with Additional Information?" column, to provide additional information about specific questions. Documents not requested in this column will not be evaluated.

DO NOT INCLUDE ANY COST INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.

Question #	Questions per Proposal Factors/Categories	Response by Offeror	Upload Attchts with Additional Information?	Attachment File Name
1	<p><u>Proposer's Location</u> - Location shall mean a business which meets the following criteria:</p> <p># of Miles from City Hall to Assigned Staff's Office location</p> <p>0-60 = 5 Points 61-80 = 4 Points 81-100 = 3 Points 101-120 = 2 Points 121-140 = 1 Points 140+ = 0 Points</p>			
2	<p><u>Woman/Veteran/Minority Owned Business</u>. Does the Primary firm hold a Minority Business Certification by the Florida Department of Management Services, as described in section 8 of the document? If so, please attach.</p>			
3	<p><u>Proposer's Work Plans</u>. This section should include, but is not limited to, special concerns or accommodations needed for a successful project.</p>			
4	<p><u>Project plan</u>. A project plan is a formal document designed to guide the control and execution of a project. A project plan is the key to a successful project and is the most important document that needs to be created when starting any business project.</p>			

5	<p><u>What is your proposed Management Plan for this project?</u> <u>Management Plan.</u> This section shall describe the Firm's detailed plans for accomplishing the objectives of the project. It should include methods for planning, organizing, scheduling, coordinating, and administering the total effort. Explain the overall approach to the project. A submission of sample tables and graphs that are reflective of the survey work typically performed by the consultant should be included in the proposal.</p>			
	<p>Provide a detailed description of your firm's experience with Utility Easements, i.e. Florida Power and Light, Railroad Crossings, etc.</p>			
10	<p>Explain the overall approach/Method/Technique of 5 projects similar in scope that you have done in the past ten years. Including internal project management objectives and criteria.</p>			
11	<p>Provide a listing of firm's current contracts.</p>			
12	<p>Please complete and attach Form 330 part I and II for evaluation of qualifications and staff/personnel.</p>			
13	<p><u>Executive summary.</u> This section should include the Firm's overall concept of the working relationship that will be required to successfully complete this project. The proposer shall provide an executive summary narrative containing information that indicates an understanding of the overall need for and purpose of the services presented in the RFP.</p>			
14	<p><u>Value-added services.</u> This term is used for non-core services, or, all services beyond the identified scope. Does the firm recommend any optional value-added services?</p>	25		

<p>15</p>	<p><u>Proposed Schedule.</u> Making adjustment for issues that may arise during this project, what is your proposed schedule for this project?</p> <p>This section shall include a detailed breakdown and timelines for achieving the scope of work, with a delineation of assigned staff for each task associated with the project. Also include quality assurance efforts for the data collection and analysis tasks, a process for ensuring that no individual respondents will be identified, and a project timeline. The consultant must have sufficient equipment and personnel for back-up and/or emergencies to assure prompt scheduling and completion of services within the schedule. *Final project schedule will be negotiated with awarded firm.</p>	<p>100</p>		
<p>16</p>	<p><u>Other Material.</u> Please include any additional material that may assist the City in evaluating the proposals and approach to the project. Pre-printed advertisements, brochures, and promotional material may be attached as additional information, but shall not serve as a substitute for a specific response. Attachment of brochures instead of the written response request will be grounds for disqualification or devaluation. A simple "yes" or "no" answer alone will not be acceptable unless clearly requested; an explanation shall be provided for each question/issue listed in this response outline. However, clarity and brevity of presentation, not length, will be favorably considered.</p>	<p>100</p>		