



"A City for All Ages"

## City of Port St. Lucie

### Electronic Request for Proposals ("eRFP")

**Event Name: Design & Permitting Services for the Hogpen Slough Trail Boardwalk & Shared Use Paths as part of the Village Green Corridor Revitalization Project**  
**eRFP (Event) Number: 20220038**

## 1. Introduction

### 1.1. Purpose of Procurement

Pursuant to the [Port St. Lucie City Ordinance 35.05](#), this electronic Request for Proposals ("eRFP") is being issued to establish a contract with a qualified consultant who will provide **Design & Permitting Services for the Hogpen Slough Trail Boardwalk & Shared Use Paths as part of the Village Green Corridor Revitalization Project** to the City of Port St. Lucie (hereinafter, "City") as further described in this eRFP.

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

### 1.2. eRFP Scope of Requested Commodities

The project shall generally be defined and described as providing professional design services to the City of Port St. Lucie (City) for the development of construction drawings and permitting of the Hogpen Slough Trail (Boardwalk) and Shared Use Paths identified as part of the Village Green Drive Corridor Master Plan and will be included in the Village Green Drive Corridor Revitalization Project.

Engineer shall assist the City with the development of Construction Plans and permits to facilitate the project. Construction Plans shall be prepared in accordance with the standards established by the City of Port St. Lucie and reference Florida Department of Transportation (FDOT) requirements, where appropriate. The scope shall include the following elements:

- Design Survey
- Environmental Report
- Site Plan of Boardwalk and Shared Use Drainage Paths
- Construction Plan Preparation
- Project Permitting
- Geotechnical Exploration and Evaluation

The specific scope of services to be performed by Engineer is as follows:

#### **HOGPEN SLOUGH TRAIL (BOARDWALK)**

Scope of work shall include the design and permitting of the following elements:

- An approximate 3,500 linear foot boardwalk from Village Green Dr. west to US-1 through the Hogpen Slough.
- An approximate 730 linear foot boardwalk from a connection at the proposed boardwalk north to Village Green Drive, west of Huffman Rd.
- Two (2) approximate 1,100 linear foot Shared Use Paths connecting the proposed boardwalk to Village Green Dr. utilizing existing drainage easements.

The work shall be performed under the following tasks:

#### **Task 1.1 Design Survey**

Engineer shall provide survey data collection for the entire route of the project. The survey shall include Mean High-Water determination, property limits, and topographic data collection, both horizontal and vertical for the location of the boardwalk and shared use paths. The vertical datum shall be referenced to the North American Vertical Datum of 1988 (NAVD 88). The work effort shall include the following components:

- Set Horizontal Control Points along the project route, or reference thereto;
- Set Vertical Control Points along the project route, or reference thereto;
- Provide Mean High-Water limits
- Wetland delineations as provided by Environmental Engineer; and
- The survey data collection shall include subsequent survey efforts throughout the design process.

**Task 1.2 Subsurface Soils Exploration and Geotechnical Evaluation**

Engineer shall provide a subsurface Soils Exploration and Geotechnical Evaluation for the boardwalk design. The program shall consist of the following items work:

- Field investigation for the Boardwalk
- Laboratory testing of the retrieved soils
- Engineer shall provide a Geotechnical Evaluation Report of the findings and will include recommendations for foundation design and construction of the boardwalk structure.

**Task 1.3 Preliminary Boardwalk and Shared Use Path Design**

Engineer shall prepare preliminary plans for the location and appurtenances associated with the development of the Boardwalk and Shared Use Paths for submission to the City for review and approval.

- 12' Wide Boardwalk with vandal resistant railings;
- Two 10' Wide Shared Use Paths including Littoral Plantings
- Electric Lighting (following the CPTED model)
- Wayfinding Signage;
- Boardwalk Furniture (Trash receptacles & benches).
- Topographic Survey; and
- Environmental Report (as detailed in Task 2.6)

**Task 1.4 Final Boardwalk and Shared Use Path Design**

Engineer shall prepare the final detail plans for the proposed boardwalk and appurtenances. The plans shall include the appropriate details to allow the project to be both permitted through the jurisdictional agencies and well as bid for construction and be submitted to the City for review and approval. The plans shall include the following components:

- Key Sheet;
- General Notes & Quantities Sheet;
- Typical Boardwalk Sections;
- Project Layout Sheets;
- Plan View Sheets;
- Boardwalk Connection details;
- Details sheets for Electric Lighting and Boardwalk Furniture (Trash receptacles and benches).
- Clearing Plan;
- Boardwalk and Shared Use Path Construction Plans;
- Stormwater Pollution Prevention Plan;
- Geotechnical Report
- Exotic Vegetation Removal and Mitigation Plan

**Task 1.5 Project Permitting**

Engineer shall provide a comprehensive permit submittal for the construction of the project. The South Florida Water Management District Environmental Resource Permit (ERP) shall be submitted as the lead agency permitting for the environmental based permits required from the state and federal agencies:

- South Florida Water Management District Environmental Resource Permit (ERP and De minimus Exemption for Geotechnical exploration)
  - Florida Department of Environmental Protection (FDEP)
  - US Army Corps of Engineers (ACOE)
  - Florida Fish & Wildlife
  - Florida Department of Transportation (FDOT)
  - City of Port St. Lucie Utility Systems Department

Engineer will respond to all necessary requests for additional information (RAI) from the SFWMD and ACOE.

**Task 1.6 Project Representation**

Engineer shall prepare for and attend meetings associated with the development and approval process for the project. Meetings shall include, but not be limited to, the following events:

- Monthly progress meetings for the estimated 6-month design and permitting process;

- City Plan review process (Based upon 2 meetings);
- City Council Update and Informational meetings (Based upon 2 meetings);
- Jurisdictional pre-application and approval meetings; and (Based upon 4 meetings);
- Public Informational Meetings (Based upon 1 meeting)

## **Phase 2: ENVIRONMENTAL ASSESSMENT**

The Phase 2 scope of work shall encompass the environmental research, surveys, and reports associated with Phase 1 referenced above.

### **Task 2.1 Protected Species Survey**

Engineer will conduct a protected species survey on the referenced site. Biologists will conduct a preliminary systematic survey for protected species in accordance with Florida Fish and Wildlife Conservation Commission (FWCC) Guidelines. Biologists will record all observations of listed protected species and features that may indicate species presence. Physical features may include, but are not limited to, tree markings, burrows, tracks, nests, scat and cavity trees.

### **Task 2.2 Vegetation (FLUCCS) Survey**

Engineer will conduct a systematic survey of vegetation using the *Florida Land Use, Cover and Classification System (FLUCCS), A Technical Report*. FLUCCS was developed by the State of Florida, Department of Administration, Division of State Planning, Bureau of Comprehensive Planning, April 1976. Biologists will base the vegetative community descriptions on field survey observations, SCS soil maps and aerial photograph interpretation.

### **Task 2.3 SCS Soils Survey**

Engineer will map all project soils. Soils will be mapped according to the *Soil Survey of St. Lucie County Area, Florida*, United States Department of Agriculture, Soil Conservation Service.

### **Task 2.5 Agency Coordination**

Engineer will coordinate with any and all State and Federal agencies for applicable issues including, but not limited to, wetlands, protected species and protected habitats. The agencies may include:

- South Florida Water Management District
- US Army Corps. of Engineers
- Florida Fish & Wildlife
- US Fish & Wildlife
- Environmental Protection Agency

### **Task 2.6 Environmental Assessment Report**

Engineer will prepare a report based on data compiled in the tasks above. The report will discuss the findings of the protected species survey, vegetation survey, soil survey.

### **Task 2.7 Environmental Resource Permit Documents**

Engineer will prepare the environmental surveys and documents in support of the overall South Florida Water Management District Environmental Resource Permit (ERP) application.

## **Phase 3: GRANT APPLICATION ASSISTANCE**

The Phase 3 scope of work shall include assisting the CITY with exhibits for any grant applications to respective agencies including, but not limited to, FDEP – Recreational Trails Program (RTP) and FDOT – Shared-Use Nonmotorized (SUN) Trail Program.

### **1.3. Overview of the eRFP Process**

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

### **1.4. Schedule of Events**

The schedule of events set out herein represents the City's best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up

to the closing date of the eRFP will be publicly posted prior to the closing date of this eRFP. After the close of the eRFP, the City reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, award and the contract term on an as needed basis with or without notice.

Description	Date	Time
Release of eRFP	As Published on DemandStar	N/A
<u>Pre-Proposal Conference Location:</u> 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984 3rd Floor OMB Conference Room Attendance is: Non-Mandatory	March 2, 2022	10:00 AM
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.5.	March 4, 2022	5:00 PM
Collective responses to Written Questions by City Issued Addendum	March 10, 2022	5:00 PM
Proposals Due/Close Date and Time	March 21, 2022	2:00 PM
<u>Proposal Opening Location:</u> 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984 3rd Floor OMB Conference Room		
<u>Evaluation Phase 1 Committee Meeting</u> 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984 3rd Floor OMB Conference Room	April 4, 2022	1:30 PM
<u>Evaluation Phase 2 Committee Meeting</u> 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984 3rd Floor OMB Conference Room	April 11, 2022	1:30 PM
Top Three Highest Scoring Consultants (Short List) Issued to City Council for Approval.	Estimated 5 Weeks after Closing	See <a href="#">City Clerk's Website</a>
Finalize Contract Terms	Estimated 6 Weeks after Closing	N/A
Notice of Intent to Award [NOIA] (on or about)	Estimated 8 Weeks after Closing to be Published by <a href="#">City Clerk's Office</a>	N/A
Notice of Award [NOA] (on or about)	Date of Executed Contract to Consultant	N/A

\*In the event the estimated value of the contract is less than \$75,000, the City reserves the right to proceed directly to contract award without posting a Notice of Intent to Award.

**1.5. Official Issuing Officer (Procuring Agent)**  
**JASON BEZAK, CPPB, NIGP-CPP, PROCUREMENT AGENT II**  
[JBEZAK@CITYOFPSL.COM](mailto:JBEZAK@CITYOFPSL.COM)

**1.6. Definition of Terms**

Please review the following terms:

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

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

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

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

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

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

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

Sourcing Platform- [DemandStar](#)

Any special terms or words which are not identified in the City's eRFP Document may be identified separately in one or more attachments to the eRFP.

## 1.7. **Contract Term**

The time to complete this work is **one hundred eighty (180) calendar days.**

The contract may be amended in writing from time to time by mutual consent of the parties. Unless this eRFP states otherwise, the resulting award of the contract does not guarantee volume or a commitment of funds.

## 2. **Instructions to Consultants**

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

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

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

### 2.1.1. **General Information and Instructions**

#### 2.1.1. **Familiarity with Laws and Regulations**

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

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

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

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

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

Company Name

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

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

#### 2.1.4. **Attending Bidders/Offerors' Conference**

The Bidders/Offerors' Conference or any other information session (if indicated in the schedule of events) will be held at the offices referred to in Section 1.4 "Schedule of Events" of this eRFP. Unless indicated otherwise, attendance is not mandatory, although consultants are strongly encouraged to attend. However, in the event the conference has been identified as mandatory, then a representative of the consultant must attend the conference in its entirety to be considered eligible for contract award. The consultant is strongly encouraged to allow ample travel time to ensure arrival in the conference meeting room prior to the beginning of any mandatory conference. The City reserves the right to

consider any representative arriving late to be “not in attendance.” Therefore, all consultants are strongly encouraged to arrive early to allow for unexpected travel contingencies.

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

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

**2.1.6. Failing to Comply with Submission Instructions**

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

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

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

**NOTE:** The City reserves the right to reject the Bid of any Consultant who has previously failed in the performance of an award or to deliver contracts of a similar nature on time or who is not in a position to perform properly under this award. This includes the firm, employees and financial or legal interests. The City will not enter into a contract or conduct business with any firm or any personnel that is listed on the Federal, State, or other local government agencies’ Excluded Parties List, Suspended List or Debarment List. Please see [Florida Statute 287.133](#) for further information regarding business transactions with companies that have been convicted of public entity crimes.

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

The City reserves the right to amend this eRFP. All revisions must be made in writing prior to the eRFP closing date and time. If a responding entity discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, they shall immediately notify the City of such error in writing and request modification or clarification of the document. Any modification made to this RFP will be issued as an addendum. Written notice will be posted to DemandStar without divulging the source of the request. If a responding entity fails to notify the City prior to the date and time fixed for submission of an error or ambiguity in the RFP known to them, or an error or ambiguity that reasonably should have been known to them, they shall not be entitled to additional time by reason of the error/ambiguity or its late resolution. By submitting a response, the consultant shall be deemed to have accepted all terms and agreed to all requirements of the eRFP (including any revisions/additions made in writing prior to the close of the eRFP whether or not such revision occurred prior to the time the consultant submitted its response) unless expressly stated otherwise in the consultant’s response. **THEREFORE, EACH CONSULTANT IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED eRFP AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE CONSULTANT’S RESPONSE PRIOR TO THE CLOSE OF THE eRFP** All Notice(s) to Proceed with Negotiations with the Top Three Highest Scoring Consultants and Intent to Award (NOIAs) will be posted as referenced in Section 6.7 of this document. **Consultants are encouraged to frequently check the solicitation documentations and embedded URLs for additional information. Finally, the City reserves the right to amend or cancel this eRFP at any time.**

**2.1.9. Use of Subconsultant**

Except as may be expressly agreed to in writing by the City, Consultant shall not subcontract, assign, delegate or otherwise permit anyone other than Consultant or Consultant’s personnel to perform any of Consultant’s obligations under this Contract or any of the work subsequently assigned under this Contract. No subcontract which Consultant



enters into with respect to performance of obligations or work assigned under the Contract shall in any way relieve Consultant of any responsibility, obligation or liability under this Contract and for the acts and omissions of all subconsultants, agents, and employees. All restrictions, obligations and responsibilities of the Consultant under the Contract shall also apply to the subconsultants. Any contract with a subconsultant must also preserve the rights of the City. City shall have the right to request the removal of a subconsultant from the Contract with or without cause.

#### **2.1.10. Proposal of Addition 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.

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

Proposers should familiarize themselves with the procedures set forth in [City Ordinance 20-15 Sec. 35.14](#).

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

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

#### **2.1.13. Public Access to Procurement Records**

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

## **2.2. Submittal Instructions**

### **Submittal Instructions to DemandStar**

Listed below are key action items related to this eRFP. The Schedule of Events in Section 1.4 identifies the dates and time for these key action items. This portion of the eRFP provides high-level instructions regarding the process for reviewing the eRFP, preparing a response to the eRFP and submitting a response to the eRFP. Consultants are required to access, print and utilize the training materials identified in Section 2.2.1 of this eRFP to ensure the consultant successfully submit a response to this eRFP.

#### **2.2.1. eRFP Released**

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

#### **2.2.2. eRFP Review**

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

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

### 2.2.3. Preparing a Response

When preparing a response, the consultant must consider the following instructions:

1. Use the provided worksheets to prepare your response. Enter your responses directly into the worksheet. Unless otherwise directed, do not insert "see attached file" (or similar statements) in the worksheet to reference separate documents.
2. Answer each question in sufficient detail for evaluation while using judgment with regards to the length of response.
3. Proofread your response and make sure it is accurate and readily understandable.
4. Label any and all uploaded files using the corresponding section numbers of the eRFP as specified by the City.
5. Use caution in creating electronic files to be uploaded. If the City is unable to open an electronic file due to a virus or because the file has become corrupted, the consultant's response may be considered incomplete and disqualified from further consideration.
6. Use commonly accepted software programs to create electronic files. The City has the capability of viewing documents submitted in the following format: Microsoft Office 2007 and portable document format file (PDF). Unless the eRFP specifically requests the use of another type of software or file format than those listed above, please contact the Issuing Officer prior to utilizing another type of software and/or file format. In the event that the City is unable to open an electronic file because the City does not have ready access to the software utilized by the consultant, the consultant's response will be considered incomplete and disqualified from further consideration.

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

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

1. PROPOSAL SUBMISSION. All proposals shall be submitted by completing and returning all required documents. All submittals are required to be electronic and be contained **in four (4) files TOTAL. No hard copies will be accepted.**
  - A. Upload the MANDATORY RESPONSES AND MANDATORY SCORED RESPONSES FORMS IN EXCEL FORMAT ONLY. Please submit them as two (2) separate excel files. **(File #1 and File #2.)** All required attachments requested for the MANDATORY SCORED RESPONSES shall be uploaded into **File #4.**
  - B. Upload in one file Form 330 as a PDF. **(File # 3)**
  - C. **Upload in one file and in the following order:** the proposal response formatted as instructed in Section 7 of this document, W-9, current Certificate of Insurance, license; then add the following documents: MANDATORY SCORED RESPONSES attachments, Truth-In-Negotiation Certificate and Affidavit, E-verify, Drug Free Workplace Form, PSL Location Form, Cone of Silence Form, Consultant Code of Ethics, Non-Collusion Affidavit, Consultant General Information Worksheet onto DemandStar by the due date and time. **(File # 4)**
  - D. **Enter zero for the cost on DemandStar and select the Submit button at the bottom of the page to send the documents.**
2. REVIEW AND REVISE. In the event the Consultant desires to revise a previously submitted response, the Consultant may revise the response. If the revisions cannot be completed in a single work session, the Consultant should save its progress." Once revisions are complete, the Consultant **must resubmit** its corrected response. Please permit adequate time to revise and then resubmit the response. Please note submission is not instantaneous and may be affected by several events, such as the consultant temporarily losing a connection to the Internet.
3. WITHDRAW. A Consultant may withdraw the proposal by removing all documents from DemandStar prior to the deadline. In the event a Consultant desires to withdraw its response after the closing date and time, the Consultant must submit a request in writing to the Issuing Officer.



### 3. General Insurance, Bonding and Permit Requirements

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

#### 3.1. Standard Insurance Requirements

**Note: This will be modified based on subject matter of the service.**

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

#### 3.2. Bonds and/or Letter of Credit

**Bonds are not required.**

#### 3.3. Permits

The selected 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 to the requirements of said legislation. Permit fees can be found on the [City's Building Department Website](#). All permit fees shall be included in the contract amount and paid by the successful Consultant(s).

### 4. eRFP Proposal Factors

This section contains the detailed technical requirements and related services for this eRFP. Consultants are required to download, complete and then upload the Worksheets titled "Mandatory Response Worksheet", "Mandatory Scored Requirement Worksheet", and "Cone of Silence" Requirements found as attachments in the eRFP. Although many solicitations will contain all of the worksheets noted above, it is possible that a solicitation will not contain all three worksheets. In the event all three worksheets are not available as downloadable forms to this eRFP, please confirm with the Issuing Officer that all three worksheets are not required.

Unless requested otherwise, all responses must be provided within the Excel worksheets and not as a separately attached document. Except as otherwise indicated, all requested forms and documents must be submitted electronically via the sourcing tool as an uploaded document to the consultant's response. These worksheets together with any and all other documents submitted in response to Section 4 of this eRFP will be considered the consultant's technical proposal.

The City has determined that it is best to define its own needs, desired operating objectives, and desired operating environment. The City will not tailor these needs to fit particular solutions consultants may have available; rather, the consultants shall propose to meet the City's needs as defined in this eRFP. All claims shall be subject to demonstration. Consultants are cautioned that conditional proposals, based upon assumptions, may be deemed non-responsive.

#### 4.1. Technical Proposal Introduction

All of the items described in this section are service levels and/or terms and conditions that the City expects to be satisfied by the selected consultant. Each consultant must indicate its willingness and ability to satisfy these requirements in the appropriate worksheets.

#### 4.2. Consultant General Information

Each consultant must complete all of the requested information in the electronic purchasing system entitled **Consultant's General Information Worksheet** for inclusion with their solicitation response.

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

#### 4.3. Mandatory Requirements

As specified with each requirement listed in the **Mandatory Response Worksheet**, the consultant must indicate whether its proposal meets the individual requirements by marking either a providing an answer and/or attaching the requested documents in the response block(s) provided. Responses to the Mandatory Response Worksheet are not scored. They are used to determine if a Consultant is both Responsible and Responsive.

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

#### 4.4. Mandatory Scored Response

As specified with each requirement listed in the **Mandatory Scored Response Worksheet**, the consultant must indicate whether it will meet the individual requirement (if any) and provide a supporting narrative in the space provided. To be considered responsive, responsible and eligible for award, any and all requirements identified in the Mandatory Scored Response Worksheet must be met. There may be rare instances in which an item within the Mandatory Scored Response Worksheet does not create an individual requirement which must be met, but, instead, merely requires a response. All requirements labeled "Mandatory Scored" must be met by the consultant. Failure to meet any mandatory scored requirements may result in disqualification of the proposals. The narrative description, along with any required supporting materials, will be evaluated and awarded points in accordance with Section 6 "Proposal Evaluation, Negotiations and Award" of this eRFP.

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

#### 4.5. Additional Information

As noted in Section 2.2.2 "eRFP Review", please access and review all of the attachments provided by the City within the Event. If supplemental materials are requested by the City to be submitted by the consultant as part of the technical proposal, the consultant should upload these additional materials as directed by the City.

### 5. Cost Proposal

#### 5.1. Cost Proposal

**This section shall follow the requirements as mandated in 287.055 (5), Florida Statutes.** In the event the highest scoring proposal for a service/project exceeds the City's available funds, the City may negotiate an adjustment of the proposal price with the highest scoring proposer. By submitting a solicitation response, the consultant agrees that it has read, understood, and will abide by the following instructions/rules:

1. The submitted cost proposal must include all costs of performing pursuant to the resulting contract; and
2. All quantities and/or estimates are for information or tabulation purposes only and;
3. No warranty or guarantee is expressed or implied on the volume of products and/or services that the City may require through the negotiated contract period and;
4. Cost proposals containing a minimum order/ship quantity or dollar value, unless otherwise called for in the eRFP, will be treated as non-responsive and may not be considered for award; and
5. In the event there is discrepancy between the consultant's unit price and extended price, the unit price shall govern;
6. Unless otherwise specified in any terms and conditions attached to the eRFP, all product deliveries will be F.O.B. destination and all shipping charges must be included in the quoted pricing structure; and
7. Unless expressly permitted by the eRFP, responses containing provisions for late or interest charges cannot be awarded a contract. Consultants must "strikethrough" any such provisions in printed forms and initial such revisions prior to submitting a response to the City; and
8. Consultant responses requiring prepayment and/or progress payment requirements may be determined non-responsive unless otherwise permitted by the eRFP; and
9. The prices quoted and listed in the cost proposal shall be firm throughout the term of the resulting contract, unless otherwise noted in the eRFP or contract.

#### 5.2 Payment by City's Visa Card Program

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

### 6. Proposal Evaluation, Negotiations and Award

All timely proposals will be evaluated in accordance with the following steps. Based on the results of the initial evaluation the City may or may not elect to negotiate technical factors as further described in the eRFP. Once the evaluation process has been completed (and any negotiations the City desires to conduct have occurred), the apparent successful consultant(s) will be required to enter into discussions with the City to resolve any exceptions to the City's contract. The City will announce the results of the eRFP as described further in Section 6.7 "Public Award Announcement" of this eRFP.

**6.1. Administrative/Preliminary Review**

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

- 1. Proposal was submitted by deadline in accordance with Section 2
- 2. Proposal is complete and contains all required documents

**6.2. Evaluating Proposal Factors (Section 4)**

If the consultant's proposal passes the Administrative/Preliminary Review, the consultant's responses to Section 4 "eRFP Proposal Factors" will be submitted to the Evaluation Team for evaluation.

**6.2.1. Review of Mandatory and Mandatory Scored Questions**

The Evaluation Team will review each proposal in detail to determine its compliance with mandatory eRFP requirements. Responses to both "Mandatory" and "Mandatory Scored" Questions will be evaluated on a pass/fail basis. If a proposal fails to meet a mandatory and/or mandatory scored eRFP requirement, the City will determine if the deviation is material. A material deviation will be cause for rejection of the proposal. An immaterial deviation will be processed as if no deviation had occurred. All proposals which meet the requirements of the "Mandatory" and "Mandatory Scored" Questions are considered "Responsive Proposals" at this point in time and will be scored in accordance with the point allocation in Section 6.3 "Scoring Criteria" of this eRFP.

The consultant will receive a total technical score at the conclusion of the evaluation of the eRFP Proposal Factors.

**6.3. Scoring Criteria**

The evaluation is comprised of the following:

Category	Criteria	Points
Technical/Proposal Factors	"Mandatory" Requirements	Pass/Fail
Technical/Proposal Factors	"Mandatory Scored"	1,000 points
Total	N/A	1,000 points

**6.4. Negotiations of Proposals**

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

**6.4.1. Overview of Negotiations**

After the Evaluation Team has scored the consultants' proposals, the City may elect to enter into negotiations with all responsive and responsible consultants or only those consultants identified by the Evaluation Team as being in the competitive range. The competitive range will not be selected arbitrarily, and those consultants included in the competitive range must have highly scored proposals. The City shall negotiate a contract with the highest scored firm to a compensation, which is fair, competitive and reasonable. Should negotiations with the highest scored firm fail, the City shall terminate negotiations with the highest scored firm and shall begin with the second highest ranked firm. Should negotiations with the second highest ranked firm fail, the City shall terminate negotiations with the second highest ranked firm and shall begin negotiations with the third highest ranked firm. Should negotiations with the third highest ranked firm fail, the City shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with [287.055, Florida Statutes](#), until an agreement is reached.

**6.4.2. Negotiation Instructions**

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

- 1. **Negotiation Invitation:** Those consultants identified by the Evaluation Committee to negotiate will be notified and invited to attend negotiations. Consultants will be notified in writing:
  - a. the general purpose and scope of the negotiations;
  - b. the anticipated schedule for the negotiations; and

c. the procedures to be followed for negotiations.

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

#### **6.4.3. Competitive Range**

If the City elects to negotiate pursuant to Section 6.4, the City may either (1) elect to negotiate with all responsive and responsible consultants, (2) limit negotiations to those consultants identified within the competitive range, or (3) limit negotiations to the number of consultants with whom the City may reasonably negotiate as defined below. In the event the City elects to limit negotiations to those consultants identified within the competitive range, the City will identify the competitive range by (1) ranking consultants' proposals from highest to lowest and (2) then looking for breaks in the scores such that natural groupings of similar scores may be identified. In the event the City determines the number of responsive and responsible consultants is so great that the City cannot reasonably conduct negotiations (which determination shall be solely at the City's discretion and shall be conclusive), the City may elect to limit negotiations to the top three (3) ranked consultants as determined by the Total Score. The City shall negotiate a contract with the highest scored firm to a compensation, which is fair, competitive and reasonable. Should negotiations with the highest scored firm fail, the City shall terminate negotiations with the highest scored firm and shall begin with the second highest ranked firm. Should negotiations with the second highest ranked firm fail, the City shall terminate negotiations with the second highest ranked firm and shall begin negotiations with the third highest ranked firm. Should negotiations with the third highest ranked firm fail, the City shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with [287.055, Florida Statutes](#), until an agreement is reached.

#### **6.4.4. Negotiation Round Completion**

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

#### **6.5. Selection and Award**

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

#### **6.6. Site Visits, Samples, and Oral Presentations**

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

#### **6.7. Public Announcement**

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

#### **7. Contract Terms and Conditions**

The contract that the City expects to award as a result of this eRFP will be based upon the eRFP, the successful consultant's final response as accepted by the City, all applicable contract terms and conditions, which can be downloaded from [DemandStar](#). The

successful consultant's final response as accepted the City shall mean: the final cost and technical proposals submitted by the awarded consultant(s) and any subsequent revisions to the awarded consultant's cost and technical proposals and the contract terms and conditions due to negotiations, written clarifications or changes made in accordance with the provisions of the eRFP, and any other terms deemed necessary by the City, except that no objection or amendment by the consultant to the eRFP requirements or the contract terms and conditions shall be incorporated by reference into the contract unless the City has explicitly accepted the consultant's objection or amendment in writing.

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

### **Exception to Contract**

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

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

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

### **Order of Preference**

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

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

## **8. Payment**

To ensure proper payment the awarded Consultant must:

1. The City shall have not less than 30 days to pay for any commodities.
2. Invoices must clearly show the description of products and/or services to include the number of each product or line item fulfilled.
3. All invoices must reference the Contract Number as established by the City.
4. Under no circumstance, will interest of any kind be required as payment to the Awarded Consultant.
5. All charges, e.g., set up costs, must be included in the cost proposal. No charges will be allowed unless specified in the eRFP and agreed upon by the City.
6. Any discrepancies noted by the City must be corrected by the Awarded Consultant within 48 hours.

7. The payment amount due on invoices shall not be altered by the City personnel. Once disputed items are resolved, the Awarded Consultant must submit an amended invoice, or a credit memorandum for the disputed amount.
8. The City will not make partial payments on an invoice where there is a dispute.
9. The City will only make payments on authorized transactions.
10. All invoices must be sent to:
  - i. [apnotifications@cityofpsl.com](mailto:apnotifications@cityofpsl.com)

#### 9. List of eRFP Attachments

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

- ❖ eRFP # 20220038 (this document)

##### **Attachments:**

- A.** Mandatory Response Worksheet - Must be uploaded to DemandStar. (Mandatory Document) **UPLOAD AS FILE #1**
- B.** Mandatory Scored Response Worksheet - Must be uploaded to DemandStar. (Mandatory Document) **UPLOAD AS FILE #2**
- C.** Sample Contract (Attached)
- D.** Other Mandatory Documents- Must be uploaded to DemandStar: **UPLOAD AS FILE #4**
  - Consultant's General Information Worksheet/ Questionnaire
  - PSL Location Form
  - Cone of Silence and Communication Document from Section 2.1.2 of this eRFP
  - Consultant's Code of Ethics
  - E-Verify Form
  - Non-Collusion Affidavit
  - Drug Free Workplace Form
  - Truth-In Negotiations Form
- E.** Hogpen Slough - Project Location Map

- ❖ FORM 330 **UPLOAD AS FILE #3.**  
FORM 330 IS NOT ATTACHED. FIRMS MUST OBTAIN FORM 330 ON THEIR OWN AND UPLOAD AS FILE #3.