



"A City for All Ages"

City of Port St. Lucie

Electronic Request for Proposals ("eRFP")

Event Name: James E. Anderson Reverse Osmosis Water Treatment Membrane Replacement
eRFP (Event) Number: 20210034

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 contractor who will provide **the equipment, materials, appurtenances, labor and associated warranties to supply and install the designed membrane train upgrades at the James E. Anderson Water Treatment Facility** 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 City of Port St. Lucie desires to enter into a contract with one Contractor/Original Equipment Manufacturer (OEM) to replace aging RO membrane elements in skids 1-10 and provide the equipment, materials, appurtenances, labor and associated warranties to supply and install the designed membrane train upgrades at the James E. Anderson Water Treatment Facility. The City will be replacing membranes for all skids over the course of the 5-year replacement schedule. The OEM shall provide all materials and services as required to manufacture, store, install, as well as provide performance testing of the membrane system upgrades for skids 1-10 at the James E. Anderson Water Treatment Facility (WTF) in accordance with specified requirements. Skids 1-10 each will operate with a two-stage, 32:16 array configuration with the first stage consisting of thirty-two (32) pressure vessels and the second stage consisting of sixteen (16) pressure vessels. Each pressure vessel houses seven (7) membrane elements for a total of three hundred thirty-six (336) membrane elements per skid. The City has pre-selected and procured membrane elements for the full facility replacement. This Contract is for installation of the replacement membrane elements, upgrades to the membrane trains, and ancillary upgrades to skids 1-10 as requested by the City within the term of the contract.

The scope of work includes installation of replacement membranes, interconnectors, O-rings, gaskets, end adaptors, membrane train upgrades, workmanship warranty, and material warranty for the items provided and installed by the OEM. This includes all work necessary for the upgrades to furnish and install pressure vessels, interconnectors, adaptors, gaskets, O-rings, piping and valve modifications, instrumentation replacements and/or upgrades on RO skids, and general process upgrades as requested by the City. This also includes replacement of end adaptor stainless steel snap rings on the vessels of skids 1-3. The City will pre-select and procure membrane elements for installation by the OEM. The OEM will be required to receive, store (if necessary), and install the membrane elements procured for replacement. The scope of work also includes performance testing along with start-up testing services for each train individually.

1.3. Overview of the eRFP Process

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

participating contractors and the evaluation results. Subject to the protest process, final contract award(s) will be publicly announced thereafter.

NOTE TO CONTRACTORS: The general instructions and provisions of this document have been drafted with the expectation that the City will make a single award; however, please refer to Section 6.7 “Selection and Award” of this eRFP for information concerning the City’s actual award strategy (single, multiple, split awards, etc.).

1.4. Schedule of Events

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

Description	Date	Time
Release of eRFP	As Published on DemandStar	N/A
Pre-Proposal Conference Location: 2195 SE Airoso Blvd, Port St. Lucie, FL 34984 (City of Port St. Lucie’s Community Center) in the CEOC Room. Attendance is: Non-Mandatory BIDDERS WHO PLAN ON ATTENDING MUST RSVP AHEAD OF TIME TO ENSURE SOCIAL DISTANCING GUIDELINES ARE MET.	April 6, 2021.	10:00 a.m.
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.5.	April 9, 2021.	5:00 p.m.
Collective responses to Written Questions by City Issued Addendum	April 14, 2021.	5:00 p.m.
Proposals Due/Close Date and Time	April 29, 2021.	2:00pm
Proposal Opening Location: 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984		
<u>Initial Evaluation Committee Meeting to Review Scored Proposals</u> 2195 SE Airoso Blvd, Port St. Lucie, FL 34984 (City of Port St. Lucie’s Community Center) in the CEOC Room. Attendance is: Non-Mandatory BIDDERS WHO PLAN ON ATTENDING MUST RSVP AHEAD OF TIME TO ENSURE SOCIAL DISTANCING GUIDELINES ARE MET.	May 13, 2021.	1:30pm
<u>Validation Evaluation Committee Meeting and Presentations – IF NEEDED</u> 2195 SE Airoso Blvd, Port St. Lucie, FL 34984 (City of Port St. Lucie’s Community Center) in the CEOC Room. Attendance is: Non-Mandatory BIDDERS WHO PLAN ON ATTENDING MUST RSVP AHEAD OF TIME TO ENSURE SOCIAL DISTANCING GUIDELINES ARE MET.	May 18, 2021.	1:30pm
Finalize Contract Terms	Estimated 1-2 Weeks after Closing	N/A
Notice of Intent to Award [NOIA] (on or about)	Estimated 4 Weeks after Closing be Published by City Clerk’s Office	N/A

Notice of Award [NOA] (on or about)	Date of Issued Purchase Order to Contractor	N/A
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The City reserves the right to proceed to award without further discussions after receipt of the initial proposals, in which case, evaluation committee reviews, negotiations and Proposal Revisions may not be required.

*In the event the estimated value of the contract is less than \$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
JBezak@CITYOFPSL.COM

1.6. Definition of Terms

Please review the following terms:

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

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

Immaterial Deviation- does not give the contractor a substantial advantage over other contractors.

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

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

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

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

Sourcing Platform- [DemandStar](#)

Any special terms or words 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 initial term of the contract(s) is for three (3) calendar year(s) from the execution date of the Purchase Order. The City shall have one, three (3) year option to renew, which option shall be exercisable at the sole discretion of the City. Renewal(s), if provided and selected solely by the City, will be accomplished through the issuance of Notice of Award Amendment. In the event that the contract(s), if any, resulting from the award of this eRFP shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified products and/or services, the City may, with the written consent of the awarded contractor(s), extend the contract(s) for such period of time as may be necessary to permit the City’s continued supply of the identified products and/or services. The contract(s) 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(s) does not guarantee volume or a commitment of funds.

2. Instructions to Contractors

This section contains general business requirements. By submitting a response, the contractor 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 contractor’s submitted pricing.

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

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

2.1.1. General Information and Instructions

2.1.1. Familiarity with Laws and Regulations

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

2.1.2. Restrictions on Communicating with Staff/ Cone of Silence

From the issue date of this eRFP until a City generated Purchase Order is submitted to the contracted contractor (or the eRFP is officially cancelled), contractors are not allowed to communicate for any reason with any City staff or elected officials except through the Issuing Officer named herein, or during the 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 contractor 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 contractors must submit questions by the deadline identified in the Schedule of Events for submitting questions. Contractors are cautioned that the City may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section. All questions about this eRFP must be submitted in the following format:

Company Name

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

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

2.1.4. Attending 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 contractors are strongly encouraged to attend. However, in the event the conference has been identified as mandatory, then a representative of the contractor must attend the conference in its entirety to be considered eligible for contract award. The contractor is strongly encouraged to allow ample travel time to ensure arrival in the conference meeting room prior to the beginning of any mandatory conference. The City reserves the right to consider any representative arriving late to be "not in attendance." Therefore, all contractors are strongly encouraged to arrive early to allow for unexpected travel contingencies.

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

Prior to contract award, the City must be assured that the selected contractor has all 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 contractor's ability to perform, if awarded, the City has the option of requesting from the contractor any information deemed necessary to determine the contractor's responsibility. If such information is required, the contractor will be so notified and will be permitted approximately ten business days to submit the information requested.

2.1.6. Failing to Comply with Submission Instructions

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

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

The City reserves the right to reject any or all responses, to waive any irregularity or informality in a contractor's response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. The City reserves the right to waive mandatory requirements provided that all 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 contractor's response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the eRFP requirements, which determination will be made by the City on a case-by-case basis.

NOTE: The City may not accept proposals from firms, that have had adversarial relationships with the City or firms that have represented entities that have had adversarial relationships with the City. This includes the firm, employees and financial or legal interests. The City will not enter into a contract or conduct business with any firm or any personnel that is listed on the Federal, State, or other local government agencies' Excluded Parties List, Suspended List or Debarment List. Please see [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 contractor shall be deemed to have accepted all terms and agreed to all requirements of the eRFP (including any revisions/additions made in writing prior to the close of the eRFP whether or not such revision occurred prior to the time the contractor submitted its response) unless expressly stated otherwise in the contractor's response. **THEREFORE, EACH CONTRACTOR IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED eRFP AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE CONTRACTOR'S RESPONSE PRIOR TO THE CLOSE OF THE eRFP** All Notice(s) of Intent to Award (NOIAs) will be posted as referenced in Section 6.7 of this document. **Contractors are encouraged to frequently check the solicitation documentations and embedded URLs for additional information. Finally, the City reserves the right to amend or cancel this eRFP at any time**

2.1.9. Use of Subcontractor

Except as may be expressly agreed to in writing by the City, Contractor shall not subcontract, assign, delegate or otherwise permit anyone other than Contractor or Contractor's personnel to perform any of Contractor's obligations under this Contract or any of the work subsequently assigned under this Contract. No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Contract shall in any way relieve Contractor of any responsibility, obligation or liability under this Contract and for the acts and omissions of all

subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the City. City shall have the right to request the removal of a subcontractor 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 Contractor's response should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the response and participating in the procurement process (including the protest process) is the sole responsibility of the contractor. The City will not provide reimbursement for such costs.

2.1.13. Public Access to Procurement Records

Solicitation opportunities will be publicly advertised as required by city ordinances and state and federal laws. Any material that is submitted in response to this 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 contractor is marked as "confidential", "proprietary", etc., the City will make a determination regarding what information may or may not be withheld from disclosure pursuant to Florida law. Contractors should review [Chapter 119 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. Contractors are required to access, print and utilize the training materials identified in Section 2.2.1 of this eRFP to ensure the contractor successfully submit a response to this eRFP.

2.2.1. eRFP Released

The release of the eRFP is 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 contractor to register, logon, select answers and type text in response to questions, and upload any necessary documents. Each contractor interested in competing to win a contract award must complete and submit a response to this eRFP using [DemandStar](#). Therefore, each contractor MUST carefully review the submittal instructions on DemandStar's website and following the submittal guidance that is provided in Section 2.2 of this 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 contractor must consider the following instructions:

1. Use the provided worksheets to prepare your response. Enter your responses directly into the worksheet. Unless otherwise directed, do not insert “see attached file” (or similar statements) in the worksheet to reference separate documents.
2. Answer each question 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 contractor’s response may be considered incomplete and disqualified from further consideration.
6. Use commonly accepted software programs to create electronic files. The City has the capability of viewing documents submitted in the following 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 contractor, the contractor’s response will be considered incomplete and disqualified from further consideration.

2.2.4. Reviewing, Revising or Withdrawing a Submitted Response

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

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

3. General Insurance, Bonding and Permit Requirements

This section contains general business requirements. By submitting a response, the contractor 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 contractor's submitted pricing.

3.1. Standard Insurance Requirements

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

The Contractor agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent act, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized, including any independent contractors or subcontractors by the Contractor in the performance of this contract.

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

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its 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 Contractor shall maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, and \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis. Should scope of work performed by Contractor 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 Contractor shall agree to maintain Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

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

3. Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent contractors and fellow employees.

Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability, and Professional Liability, Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured for Commercial General Liability and Business Auto policies. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents, and shall include Contract # 20210034 James E. Anderson Reverse Osmosis Water Treatment Membrane Replacement shall listed as additional insured."** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City.

4. Automobile Liability Insurance: The Contractor shall maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage shall apply on a primary and non-contributory basis.
5. Professional Liability Insurance: Contractor shall 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 Contractor's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Contractor 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, Contractor 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 Contractor 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 Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.
7. Deductibles: All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract. Where an SIR or deductible exceeds \$5,000, the City of Port St. Lucie reserves the right, but not obligation, to review and request a copy of the Contractor's most recent annual report or audited financial statement.

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

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

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

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

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

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

3.2. Bonds and/or Letter of Credit

Bid Bond

Each responding Contractor must supply a Bid Bond or Bid Deposit (certified check, cashier's check, bank money order, bank draft of any national or state bank), in a sum of not less than **\$500.00** made payable to the City. As a **Mandatory Requirement**, the Bid Bond or Bid Deposit must be scanned and uploaded into [DemandStar](#) along with all other required documents, thus showing evidence that a Bid Bond or Bid Deposit was obtained. Responding Contractors must send the Original Bid Bond or Bid Deposit to the City within five (5) days after the eRFP Due Date as reflected above in Section 1.4. The responding Contractor's proposal will be considered non-responsive if the Bid Bond or Bid Deposit is not received within the specified time frame. Responding Contractors must submit a Bid Bond or Bid Deposit made payable to the City in a sealed envelope to:

Jason Bezak, CPPB
121 S.W. Port St. Lucie Blvd.
Port St. Lucie, FL 34984
Attn: Procurement Management Department

Bid Bonds must be issued by a Surety authorized to do business in the State of Florida, in order to guarantee that the Contractor will enter into a contract to deliver products and/or related services outlined in this solicitation, strictly within the terms and conditions stated in the contract.

Payment Bond

N/A.

Performance Bond/Letter of Credit

N/A.

3.2.1 Proposal Certification

By responding to this solicitation, the contractor understands and agrees to the following:

1. That this electronically submitted proposal constitutes an offer, which when accepted in writing by the City, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the contractor and the City; and
2. That the contractor guarantees and certifies that all items included in the contractor's response meet or exceed any and all of the solicitation's identified specifications and requirements except as expressly stated otherwise in the contractor's response; and
3. That the response submitted by the contractor shall be valid and held open for a period of **one hundred and twenty (120) days** from the final solicitation closing date and that the contractor's offer may be held open for a lengthier period of time subject to the contractor's consent; and
4. That the contractor's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. Contractor understands and agrees that collusive bidding is a violation of city ordinance, state and federal laws and can result in fines, prison sentences, and civil damage awards.

3.3. Permits

The selected Contractor shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation. Certain aspects of construction may not be allowed to occur until after these permits have been obtained. All building permits, licenses and certificates of inspection issued in connection with the work shall be delivered to the Engineer and the City with successful Contractor(s) application for final payment. Permit fees can be found on the [City's Building Department Website](#). All permit fees shall be included in the contract amount and paid by the successful Contractor(s).

4. eRFP Proposal (Bid) Factors

This section contains the detailed technical requirements and related services for this eRFP. Contractors 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 contractor's response. These worksheets together with any and all other documents submitted in response to Section 4 of this eRFP will be considered the contractor'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 contractors may have available; rather, the contractors shall propose to meet the City's needs as defined in this eRFP. All claims shall be subject to demonstration. Contractors 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 contractor. Each contractor must indicate its willingness and ability to satisfy these requirements in the appropriate worksheets.

4.2. Contractor General Information

Each contractor must complete all of the requested information in the electronic purchasing system entitled **Contractor'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 contractor 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 Contractor 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 contractor 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 contractor. 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 contractor as part of the technical proposal, the contractor should upload these additional materials as directed by the City.

5. Cost Proposal

5.1. Cost Proposal

Each contractor is required to submit a cost proposal as part of its response. The cost proposal will be evaluated and scored in accordance with Section 6 "Proposal Evaluation, Negotiations and Award" of this eRFP. By submitting a response, the contractor agrees that it has read, understood, and will abide by the following instructions/rules:

1. The submitted cost proposal must include all costs of performing pursuant to the resulting contract; and
2. All quantities and/or estimates are for information or tabulation purposes only and;
3. No warranty or guarantee is expressed or implied on the volume of products and/or services that the City may require through the negotiated contract period and;
4. Cost proposals containing a minimum order/ship quantity or dollar value, unless otherwise called for in the eRFP, will be treated as non-responsive and may not be considered for award; and
5. In the event there is discrepancy between the contractor's unit price and extended price, the unit price shall govern;

6. In the event there is a discrepancy between (1) the contractor's pricing as quoted on the eRFP's provided cost worksheet and (2) the contractor's pricing as quoted by the contractor in one or more additional documents, the former shall govern; and
7. Unless otherwise specified in any terms and conditions attached to the eRFP, all product deliveries will be F.O.B. destination and all shipping charges must be included in the quoted pricing structure; and
8. Unless expressly permitted by the eRFP, responses containing provisions for late or interest charges cannot be awarded a contract. Contractors must "strikethrough" any such provisions in printed forms and initial such revisions prior to submitting a response to the City; and
9. Contractor responses requiring prepayment and/or progress payment requirements may be determined non-responsive unless otherwise permitted by the eRFP; and
10. The prices quoted and listed in the cost proposal shall be firm throughout the term of the resulting contract, unless otherwise noted in the eRFP or contract; and
11. Unless permitted by the eRFP, responses requiring payment from the City in less than thirty (30) days will be considered non-responsive; and
12. The City is exempt from certain taxes and no provision for such taxes should be included in the contractor's response.

5.2. Cost Structure and Additional Instructions

The City's intent is to structure the cost format in order to facilitate comparison among all contractors and foster competition to obtain the best market pricing. Consequently, the City requires that each contractor's cost be in the format outlined below. Additional alternative cost structures will not be considered. Each contractor is cautioned that failure to comply with the instructions listed below, submission of an incomplete offer, or submission of an offer in a different format than the one requested may result in the rejection of the contractor's proposal.

Enter all information directly into the cost sheet(s). Enter numbers on each cost sheet in "number" (two-place decimal), not "currency" or other format unless otherwise stated. That is, omit dollar signs, commas, and any other non-essential symbols. (e.g., \$7.90 should be entered as 7.90) Prices must be in US Dollars. Enter "n/a" to indicate not available or "0" if there is no charge. Cells left blank will be interpreted as "no offer".

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

5.3 Payment by City's Visa Card Program

The City currently utilizes the State of Florida [Visa Program](#). The awarded Contractor can take advantage of this program and in consideration, receive payment within several days instead of NET 30 terms. Any percentage off the quoted price for the acceptance of payment by Visa will be taken into account for consideration of the best value to the City. If no percentage is provided in the cost proposal, the City shall assume zero (0) percent discount applies.

6. Proposal Evaluation, Negotiations and Award

All timely proposals will be evaluated in accordance with the following steps. The objective of the evaluation process is to identify the proposal which represents the best value to the City based on a combination of technical and cost factors. Based on the results of the initial evaluation the City may or may not elect to negotiate technical and/or cost factors as further described in the eRFP. In the event negotiations of the technical and/or cost factors occur, the revised proposals will be reevaluated in accordance with the provisions of Section 6.4 "Scoring Criteria" of this eRFP. Once the evaluation process has been completed (and any negotiations the City desires to conduct have occurred), the apparent successful contractor(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 6.9 "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
3. Technical Proposal does not include any pricing from the Cost Proposal

6.2. Evaluating Proposal Factors (Section 4)

If the contractor’s proposal passes the Administrative/Preliminary Review, the contractor’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 6.4 “Scoring Criteria” of this eRFP.

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

6.3. Evaluating Cost Proposal and Total Combined Score

The cost proposals will be reviewed and scored in accordance with Section 6.4 “Scoring Criteria.” To expedite the evaluation process, the City reserves the right to analyze the cost proposals independently, but at the same time the Evaluation Team is analyzing the technical proposals, provided neither the cost proposals nor the cost analysis is disclosed to the Evaluation Team until the Evaluation Team completes its initial evaluation and scoring of the eRFP Proposal Factors.

6.3.1. Cost Scoring

The City may utilize lowest cost, lowest total cost, and total cost of ownership (TCO) or greatest savings to determine the most competitive cost proposal. The cost proposal may be scored on an overall basis or at the category/subcategory/line level (as applicable) relative to other proposals. The contractor deemed to have the most competitive cost proposal overall, as determined by the City, will receive the maximum weighted score for the cost criteria. In the alternative, in the event the cost proposal is scored at the category, subcategory or line level, the City may assign the maximum score per category/subcategory/line for the most competitive proposal at that level. Other proposals will receive a percentage of the weighted score based on the percentage differential between the most competitive cost proposal and the specific proposal in question.

6.3.2. Total Score

The contractor’s cost score will be combined with the contractor’s technical score to determine the contractor’s overall score (or “total combined score”).

6.4. Scoring Criteria

The evaluation is comprised of the following:

Category	Criteria	Points
Cost	Cost of proposed products and/or services	300 points
Technical/Proposal Factors	"Mandatory" Requirements	Pass/Fail
Technical/Proposal Factors	"Mandatory Scored"	700 points
Total	N/A	1,000 points

6.5. Local Preference in Purchasing or Contracting ([Sec. 35.12, Ord. No. 10-26](#))*

Except where otherwise provided by federal or state law or other funding source restrictions or as otherwise set forth in the purchasing policy. The City of Port St. Lucie shall give preference to local businesses in the following manner:

1. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures for which a request for proposals is developed with evaluation criteria, a local preference of the total score may be assigned as follows:
 - a. Local businesses which meet all of the criteria for a local business as set forth in this section, shall be given a preference in the amount of five percent (5%) of the total score of the local business.
 - b. The City Procurement Management Division shall have the sole discretion to determine if a vendor meets the definition of a "local business."
2. Limitations:
 - a. The provisions of this section shall apply only to procurements which are above the formal solicitation threshold as set forth in the City Code and the City of Port St. Lucie Purchasing Manual.
 - b. The provisions of this ordinance shall not apply to any purchase exempted from the provisions of the City of Port St. Lucie Purchasing Manual.
 - c. The provisions of this ordinance shall not apply to contracts made under the [Consultants Competitive Negotiation ACT \(CCNA\), Section 287.55, Florida Statutes](#).

* Please review ([Sec. 35.12, Ord. No. 10-26](#)) for the full governing ordinance.

6.6. Negotiations of Proposals and/or Cost Factors

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

6.6.1. Overview of Negotiations

After the Evaluation Team has scored the contractors' proposals, the City may elect to enter into one or more rounds of negotiations with all responsive and responsible contractors or only those contractors identified by the Evaluation Team as being in the competitive range. The competitive range will not be selected arbitrarily, and those contractors included in the competitive range must have highly scored proposals.

After each round of negotiations (if any), the contractor must submit revisions to its proposal factors, which revisions will be scored by the Evaluation Team in accordance with the same criteria used to evaluate the initial responses from the contractors. Contractors may be removed from further participation in the negotiation process in the event the Evaluation Team determines the contractor cannot be considered responsive and responsible or based on the competitive range as defined in Section 6.6.3 "Competitive Range."

The City reserves the right to proceed to award without further discussions after receipt of the initial proposals, in which case, negotiations and Proposal Revisions will not be required.

6.6.2. Negotiation Instructions

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

- 1. Negotiation Invitation:** Those contractors identified by the Evaluation Committee to negotiate will be notified and invited to attend negotiations. Contractors will be notified in writing:
 - a. the general purpose and scope of the negotiations;
 - b. the anticipated schedule for the negotiations; and
 - c. the procedures to be followed for negotiations.
- 2. Confirmation of Attendance:** Contractors who have been invited to participate in negotiations must confirm attendance.
- 3. Negotiations Round(s):** One or more rounds of negotiations may be conducted with those contractors identified by the City's Evaluation Team.

6.6.3. Competitive Range

If the City elects to negotiate pursuant to Section 6.6, the City may either (1) elect to negotiate with all responsive and responsible contractors, (2) limit negotiations to those contractors identified within the competitive range, or (3) limit negotiations to the number of contractors with whom the City may reasonably negotiate as defined below. In the event the City elects to limit negotiations to those contractors identified within the competitive range, the City will identify the competitive range by (1) ranking contractors' proposals from highest to lowest based on each contractor's Total Combined Score and (2) then looking for breaks in the scores such that natural groupings of similar scores may be identified. In the event the City determines the number of responsive and responsible contractors is so great that the City cannot reasonably conduct negotiations (which determination shall be solely at the City's discretion and shall be conclusive), the City may elect to limit negotiations to the top three (3) ranked contractors as determined by the Total Combined Score.

6.6.4. Negotiation Round Completion

As part of each round of negotiation, the City may or may not engage in verbal discussions with the contractors. However, whether or not the City engages in verbal discussions, any revisions the contractor elects to make to its response must be submitted in writing via email by the end date and time identified by the Issuing Officer. All revisions received by the due date and time will be evaluated and re-scored by the Evaluation Team in accordance with the same criteria used to evaluate the initial responses from the contractors. Revisions which are not received prior to the due date and time cannot be considered; however, any contractor failing to submit timely revisions will not be disqualified from consideration for award based on its final proposal as accepted by the City.

6.7. Selection and Award

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

6.8. Site Visits, Samples, and Oral Presentations

The City reserves the right to conduct site visits or to invite contractors to present their proposal factors/technical solutions to the Evaluation Team. Cost proposals and related cost information must not be discussed during the oral presentation of the contractor's technical solution. Nothing in this section shall prohibit the Negotiation Team from discussing both proposal factors and cost information during the negotiation process defined by Section 6.6 "Negotiations of Proposals and/or Cost Factors". Samples of items, when required, must be furnished free of expense and, if not destroyed, will upon request, be

returned at the Contractor's expense. Request for the return of samples must be made within thirty (30) days following opening of proposals. Each individual sample must be labeled with Contractor's name, eRFP number, and item number. Failure of Contractor to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the eRFP. Unless otherwise indicated, samples should be delivered to the Procurement Management Department.

6.9. Public Award Announcement

The preliminary results of the evaluation will be announced through the public posting of a Notice of Intent to Award by the [City Clerk's Office](#), pending final approval by the City Council at a publicly noticed meeting. 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 contractor(s), unsuccessful contractor(s), and the reasons why any unsuccessful contractors were not selected for contract award. NO CONTRACTOR SHOULD ASSUME PERSONAL NOTICE OF THE NOTICE OF INTENT TO AWARD ("NOIA") WILL BE PROVIDED BY THE CITY. INSTEAD, ALL CONTRACTORS SHOULD FREQUENTLY CHECK [THE CITY CLERK'S WEBSITE](#) FOR NOTICE OF THE NOIA POSTING.

7. Contract Terms and Conditions

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

Please review all City attached documents and attached links prior to submitting a response to this eRFP. Contractors should plan on all 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 contractors. The City may supplement or revise contract terms and conditions and/or service specific requirements before contract execution.

Exception to Contract

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

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

The City reserves the right to modify the contract to be consistent with the apparent successful offer, and to negotiate other modifications with the apparent successful contractor. Exceptions that materially change the terms or the requirements of the eRFP may be deemed non-responsive by the City, in its sole discretion, and rejected. Contract exceptions which grant the contractor an impermissible competitive advantage, as determined by the

City, in its sole discretion, will be rejected. If there is any question whether a particular contract exception would be permissible, the contractor is strongly encouraged to inquire via written question submitted to the Issuing Officer prior to the deadline for submitting written questions as defined by the Schedule of Events.

Order of Preference

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

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

8. Payment

To ensure proper payment the awarded Contractor 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 Contractor.
5. All charges, e.g., set up costs, must be included in the cost proposal. No charges will be allowed unless specified in the eRFP and agreed upon by the City.
6. Any discrepancies noted by the City must be corrected by the Awarded Contractor within 48 hours.
7. The payment amount due on invoices shall not be altered by the City personnel. Once disputed items are resolved, the Awarded Contractor must submit an amended invoice, or a credit memorandum for the disputed amount.
8. The City will not make partial payments on an invoice where there is a dispute.
9. The City will only make payments on authorized transactions.
10. All invoices must be sent to:
 - i. 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 # 20210034 Document (this document)

ATTACHMENTS:

- A. Mandatory Response Worksheet from Section 4.3 of this eRFP- Must be uploaded to DemandStar.
- B. Mandatory Scored Response Worksheet from Section 4.4 of this eRFP- Must be uploaded to DemandStar.
- C. Cost Proposal Form (Mandatory Document)
- D. General Requirements Document
- E. PSL Sample Contract from Section 7 "Contract Terms and Conditions" of this eRFP
- F. Contractor's Code of Ethics (Mandatory Document)
- G. PSL Location Form (Mandatory Document)
- H. Drug Free Workplace Form (Mandatory Document)
- I. E-Verify Form (Mandatory Document)
- J. Non-Collusion Affidavit (Mandatory Document)
- K. Cone of Silence and Communication Document from Section 2.1.2 of this eRFP (Mandatory Document)
- L. Truth In Negotiation Certificate (Mandatory Document)

- M. Contractor General Information Worksheet (Mandatory Document)
- N. W-9 Form (Mandatory Document)

Attachment A - Mandatory Questions

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 Attachments ?	Attachment 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).		IF YES	
2	Complete and upload PSL Location Form		IF YES	
3	Is firm a minority business?		IF YES	
4	Is the firm incorporated? Yes--No If yes, in what state?		N	
5	List any judgements from lawsuits in the last five (5) years: (N/A is not an acceptable answer).		IF YES	
6	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).		IF YES	
7	Has the Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?		IF YES	
8	Proposers are required to submit all licenses and certifications required to perform this project.		Y	
9	Proposers are required, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain.		Y	
10	Complete and upload E-Verify Form		Y	
11	Complete and upload Drug Free Workplace Form		Y	
12	Complete and upload Consultant Code of Ethics		Y	
13	Complete and upload Non-Collusion Affidavit		Y	
14	Complete and upload Cone of Silence Form			
15	Complete and upload Truth-In Negotiation Form		Y	
16	Submit W-9		Y	
17	Upload and submit three (3) projects similar in size and scope to this Bid completed by your firm within the past five (5) years along with a brief description of the project, location of project, client name, client phone number, email, and value of contract.		Y	
18	Complete and upload Mandatory Scored Questions		Y	
19	Complete and upload Contractor General Information Worksheet.		Y	

Attachment B - Mandatory Scored Questions

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, Negotiations and Award" of this eRFP. ONLY upload documents if there is a Yes in the "Upload Attaches 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 Attachments?	Attachment Name and Page # of Attachment its located in
1	<p>Please provide all documentation needed for Location.</p> <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> <ul style="list-style-type: none"> 0-60 Miles 61-80 Miles 81-100 Miles 101-120 Miles 121-140 Miles 140+ Miles 		YES	
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>		YES	
3	<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>		YES	
4	<p><u>Project Management Plan</u> is a formal document designed to guide the control and execution of a project. A -management plan is the key to a successful project and is the most important document that needs to be created when starting any business project. This should include who is the Project Manager, any special concerns or accommodates needed for a successful project by measuring quality, timeliness, budget, compliance, and degree of customer satisfaction. The management plan shall also include methods for planning, organizing, scheduling, coordinating, and administering the total effort. Explain the overall Management approach to the project. A submission of sample tables and graphs that are reflective of work typically performed by the consultant should be included in the proposal.</p>		YES	
5	<p>Provide a listing of firm's current contracts.</p>		YES	
6	<p><u>Added business value services</u>. This term is used for non-core services, or, all services beyond the identified scope. Does the vendor firm net quantifiable benefit derived from business endeavors? 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.</p>		YES	

Attachment B - Mandatory Scored Questions

7	Proposed Schedule Management. Establishing policies and procedures for making adjustment for issues that may arise during this project. What is contractors proposed schedule management for this project? This section shall include timelines for controlling the scope of work, with a delineation of assigned staff for each activity attributes to produce project deliverables. Also include a Control Schedule in effort to monitor project status and managing schedule changes. Include regular and milestone status updates, data analysis for backlog items, and change requests process for review. *Final project schedule will be negotiated with awarded firm.		YES	
8	Project quality control management: Address the management of the project and the deliverables of the project. Provide flow chart with sequence of steps showing QC decision making analysis.		YES	
9	Control Schedule: In effort to monitor project status and managing schedule changes. Include regular and milestone status updates, data analysis for backlog items, and change requests process for review. Innovation.		YES	
10	Has the contractor experienced failing a bacteriological test on a skid with membranes installed? Describe the steps taken to ensure testing was passed the first time or on repeat attempts?		YES	
11	During membrane installation, what steps are taken to prevent O-ring failures, brine seal failures, skid contamination, and remedy of these failures once determined after the skid has been started up.		YES	
12	Describe the steps taken when a skid has failed to meet performance testing requirements including identification of the problem, steps to remedy the performance issue, and typical performance testing challenges?		YES	
13	When retrofitting a skid with new vessel endcaps, snap rings, bolts, fasteners, or other fittings can experience rust from years of service. Has the contractor experienced rusted sealing equipment and what steps would you take to remove the units safely without damaging the pressure vessels integrity?		YES	
14	Has the contractor experienced excessive vibration or noise after installation of RO system components? Describe the steps to take when investigating and remedying the excessive vibration or noise within a RO skid.		YES	
15	Often parts are ordered and shipped to the contractor for installation. What processes is used by the contractor to ensure that the proper grades of corrosion resistant materials are supplied with the equipment delivered to the site?		YES	
16	If the specified permeate water quality requirements are not met when the skid is started up, what steps will the contractor take to ensure that the performance conditions are met?		YES	
17	This project requires new pressure vessels to be installed within an existing skid. Describe the steps taken to ensure the side ports match up to the piping manifold ports.		YES	
18	Should pressure vessels develop a warranty issue within the first year of operation, the contractor will be asked to remedy the vessel under the warranty claim. Describe the contractor's procedure for addressing the warranty defect, opportunity to expedite a remedy, and steps to take to maintain operation of the skid while the defective vessel is being remedied.		YES	
19	Additional 316L stainless steel spool pieces will be required to fit the new control valves and energy recovery devices within the existing trains. Describe the construction methodology for field measurements, pipe fitting, and full immersion pickling and passivation to ensure the pipe constructed will properly fit the new equipment and carry the corrosion resistant characteristics.		YES	
20	Describe the contractor's process for integrating new SCADA program updates within an existing system. Discuss the responsibility for subcontractor performance and overall skid operation.		YES	
21	What steps will be taken for performance testing and verification of the v-port ball valve operation and control?		YES	
22	Describe the field tests and manufacturer certification to be conducted for the energy recovery devices before and after installation?		YES	
23	Should disinfection of one skid leak to another membrane skid and the installed membranes get exposed to disinfection chemicals, what steps will the contractor take to prevent this exposure or mitigate membrane damage for the elements exposed to the chemicals?		YES	

Attachment B - Mandatory Scored Questions

24	How will the contractor ensure piping systems are stable and well supported? Describe your approach to achieving proper support for skid related piping.		YES	
25	Should pressures testing indicate a leak within piping, what steps will the contractor use to repair the leak and what timing should be anticipated for a full repair?		YES	
26	Describe a plan of action to preserve membrane elements on a skid when a piping repair prohibits water flowing through the vessels.		YES	
27	Provide a description of two completed retrofit and membrane replacement projects that are similar to this contract.		YES	
28	In what ways will the contractor coordinate with the owner prior to skid shut down, during construction repairs, during skid start-up, and after skid start-up?		YES	

**Cost Proposal "Mandatory" Worksheet
Solicitation No. 20210034
City of Port St. Lucie, Florida**

Contractor must provide their cost information in this spreadsheet. Failure to complete this spreadsheet will result in disqualification from the Solicitation.
The Contractor's figure submitted below must include all costs associated with and in support of the Contractor's technical proposal.

Offeror must submit the "Cost Proposal Mandatory Worksheet" as part of the response. The cost proposal will be evaluated in accordance with the solicitation documentation.

Item #	Description	Unit of Measure	Est. Qty.	Unit Price	Unit Installation Cost	Total Cost
SKIDS 1-3						
1	Mobilization/Demobilization	LS	1			\$ -
2	Replacement of Membrane Elements	EA	336			\$ -
3	Pressure Vessels	EA	4			\$ -
4	Pressure Vessel Snap Rings	EA	96			\$ -
5	Pressure Indicating Transmitter	EA	1			\$ -
6	Permeate Valves	EA	48			\$ -
7	Permeate Manifold Replacement	EA	3			\$ -
8	Concentrate Bypass Piping Modifications	LS	1			\$ -
9	Concentrate Bypass Control Valve	EA	1			\$ -
10	SCADA Integration	LS	1			\$ -
TOTAL PER SKID						\$ -
NUMBER OF SKIDS MODIFIED						3
TOTAL FOR 3 SKIDS						\$ -
ENERGY RECOVERY DEVICE REPLACEMENTS (SKIDS 1-3)						
11	Energy Recovery Devices	EA	1			\$ -
TOTAL PER SKID						\$ -
NUMBER OF SKIDS MODIFIED						3
TOTAL FOR 3 SKIDS						\$ -
SKIDS 4 & 5						
12	Mobilization/Demobilization	LS	1			\$ -
13	Replacement of Membrane Elements	LS	336			\$ -
14	Pressure Vessels	EA	4			\$ -
15	Energy Recovery Device Nozzles	EA	1			\$ -
TOTAL PER SKID						\$ -
NUMBER OF SKIDS MODIFIED						2
TOTAL FOR 2 SKIDS						\$ -
SKIDS 6-10						
16	Mobilization/Demobilization	LS	1			\$ -
17	Replacement of Membrane Elements	LS	336			\$ -
18	Pressure Vessels	EA	3			\$ -
19	Energy Recovery Device Nozzles	EA	1			\$ -
TOTAL PER SKID						\$ -
NUMBER OF SKIDS MODIFIED						5
TOTAL FOR 5 SKIDS						\$ -
20	Miscellaneous Services	LS	1			\$ -
BID TOTAL						\$ -

Note: Quantities listed are per train.

Contractor's Full Legal Name as listed on W-9:

Printed Name and Title of Person Signing:

Authorized Signature:

Date:

This form must be completed in its entirety by the Contractor and posted as required in the solicitation.
DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL RESPONSE.

eRFP # 20210034

Attachment D – General Requirements Document

James E. Anderson Reverse Osmosis Water Treatment Membrane Replacement

PROPOSAL SUBMISSION

All Proposal Submissions 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. Request RFP Specifications, # 20210034 from Onvia, or via internet www.cityofpsl.com.

B. Download the MANDATORY and MANDATORY SCORED QUESTIONS and save them to your hard drive. Enter information requested on THE FORMS.

C. Upload the MANDATORY QUESTIONS FORM (File #1) and MANDATORY SCORED QUESTIONS FORM (File #2) IN EXCEL FORMAT ONLY. (File #1 and File #2) If attaching additional files to your Mandatory Questions answers as required/applicable please include in File #3.

D. Upload in one file the following documents: Mandatory Questions files as applicable/required, W-9 Form, current Certificate of Insurance, license, E-verify, Drug Free Workplace Form, Cone of Silence, Truth-In Negotiation, Contractor Code of Ethics, PSL Location Form, Non-Collusion Affidavit, Contractor General Information Worksheet onto DemandStar by the due date and time. (File # 3)

E. Upload the Cost Proposal Sheet in one file in EXCEL FORMAT ONLY. (File #4).

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



JAMES E. ANDERSON REVERSE OSMOSIS WATER TREATMENT MEMBRANE REPLACEMENT

City of Port St. Lucie

January 2021

KHA Project No. 049046001

© Kimley-Horn and Associates, Inc.
189 South Orange Avenue
Suite 1000
Orlando, FL 32801
407 898 1511 TEL

Kimley»»Horn

**OEM SPECIFICATION
REVERSE OSMOSIS SYSTEM**

INTENT

The City of Port St. Lucie is preparing to replace aging reverse osmosis (RO) membrane elements in skids 1-10 in addition to membrane train upgrades at the James E. Anderson Water Treatment Facility (WTF). Skids 1-10 each will operate with a two-stage, 32:16 array configuration with the first stage consisting of thirty-two (32) pressure vessels and the second stage consisting of sixteen (16) pressure vessels. Each pressure vessel houses seven (7) membrane elements for a total of three hundred thirty-six (336) membrane elements per skid. The City has pre-selected and procured membrane elements for the full facility replacement. This Contract is for installation of the replacement membrane elements, upgrades to the membrane trains, and ancillary upgrades to skids 1-10 as requested by the City within the term of the contract.

The City of Port St. Lucie desires to enter into a contract with one Contractor/Original Equipment Manufacturer (OEM) to replace aging RO membrane elements in skids 1-10 and provide the equipment, materials, appurtenances, labor and associated warranties to supply and install the designed membrane train upgrades at the James E. Anderson Water Treatment Facility. The City will be replacing membranes for all skids over the course of the 5-year replacement schedule as outlined below. The OEM shall provide all materials and services as required to manufacture, store, install, as well as provide performance testing of the membrane system upgrades for skids 1-10 at the James E. Anderson Water Treatment Facility (WTF) in accordance with the requirements specified herein.

Phase	Trains Upgraded/ Membranes Replaced	Anticipated Fiscal Year
Phase A	Trains 1-3	FY 20/21
Phase B	Trains 4-5	FY 21/22
Phase C	Trains 6-8	FY 22/23
Phase D	Trains 9-10	FY 23/24

An OEM that would like to bid upon the worked scoped within this specification must attend a mandatory pre-bid meeting with the City. Bids must be on a measurement payment schedule. Escalation factors or cost per install will not be excepted. Bid pricing shall account for and include the net present value of any additional future costs anticipated.

PART 1 - GENERAL

1.01 SCOPE

- A. The specification provides the design parameters for the RO membrane replacements and upgrades for skids 1-10 as follows:
1. The scope of skids 1-3 shall include the following products:
 - a. Pressure Vessels (Section 2.01)
 - b. Pressure Vessel Supports (Section 2.02)
 - c. Feed, Concentrate, and Permeate Piping (Section 2.03)
 - d. Pressure Indicating Transmitter (Section 2.04)
 - e. Energy Recovery Devices (Section 2.05)
 - f. Train Instrument Panel (Section 2.06)
 - g. Sample Panel (Section 2.07)
 - h. Spare Parts (Section 2.08)
 - i. Disinfection Chemicals (Section 2.09)
 2. The scope of skids 4-10 shall include the following products:
 - a. Pressure Vessels (Section 2.01)
 - b. Energy Recovery Device Nozzles (Section 2.05)
 - c. Train Instrument Panel (Section 2.06)
 - d. Sample Panel (Section 2.07)
 - e. Spare Parts (Section 2.08)
 - f. Disinfection Chemicals (Section 2.09)
- B. The scope of work includes installation of replacement membranes, interconnectors, O-rings, gaskets, end adaptors, membrane train upgrades, workmanship warranty, and material warranty for the items provided and installed by the OEM. This includes all work necessary for the upgrades to furnish and install pressure vessels, interconnectors, adaptors, gaskets, O-rings, piping and valve modifications, instrumentation replacements and/or upgrades on RO skids, and general process upgrades as requested by the City. This also includes replacement of end adaptor stainless steel snap rings on the vessels of skids 1-3. The City will pre-select and procure membrane elements for installation by the OEM. The OEM will be required to receive, store (if necessary), and install the membrane elements procured for replacement. The scope of work also includes performance testing along with start-up testing services for each train individually.
- C. The OEM shall be capable of providing flushing, pressure testing, and disinfection of systems including, but not limited to, raw water piping, product and permeate water piping, and all RO process piping as listed herein or as requested by the City.
- D. The OEM shall furnish all necessary pumps, hoses, piping, fittings, meters, gauges, chemicals and labor to conduct specified testing.
- E. Testing related to the OEM supplied equipment shall be repeated at the OEM's expense until satisfactory results are achieved.
- F. The membrane equipment supplier (MES) will be responsible for additional testing related to the membrane elements' failure to meet the water quality performance requirements specified within the MES Specification. This additional testing is not the responsibility of the OEM. Additional testing associated with these efforts will be addressed with additional compensation from the City if needed.
-

Additional testing to meet performance requirements of the mechanical components of the skids and newly installed equipment will be the responsibility of the OEM. No additional compensation from the City will be provided.

1.02 RELATED SECTIONS

- A. Replace Reverse Osmosis Membranes at the JEA WTP (“MES Specification”)

1.03 SUBMITALS

- A. All equipment supplied by the OEM shall be submitted to the Engineer prior to procurement for review and conformance with the intended upgrades at the JEA WTP. All shop drawings should include the following at a minimum:
 - 1. Drawings, sketches and dimensions to depict the general arrangement, sizing, and intended integration into the existing facility.
 - 2. Manufacturer’s data:
 - a. Certifications
 - b. Sizing and selection criteria
 - c. Materials of construction
 - d. Operation instructions
 - e. Maintenance recommendations
 - f. Process compatibility
 - g. Power and control connections, detailed wiring diagrams, and other pertinent information
 - h. Recommended spare parts list
 - i. Warranty information
 - 3. All submitted data shall be clearly marked to identify pertinent materials, products or models, and all equipment specific options available.
 - 4. The OEM shall provide written certification that the RO system conforms to the specified testing requirements stated within the Contract Documents and performance standards in Section 1.07 of this document.
- B. Energy Recovery Devices
 - 1. Shop Drawings shall include the following at a minimum:
 - a. Submit original drawings showing fabrication, layout, assembly and setting of the turbocharger connections for the new turbocharger, bypass valve with operator, and integral piping complete.
 - b. Submit manufacturer's certified performance data at least one week prior to shipment of the units from the factory. Performance data shall include efficiency, flow, pressure, and noise (dBA) at design conditions.
 - c. Submit dimensional drawings, plans and elevations that also identify all materials of construction including fasteners, anchors, and base plates.
 - d. Submit manufacturer's instruction manuals regarding operation and maintenance, operational training videos prepared by the manufacturer.
 - e. Submittals shall include a complete package of specifications and dimensional information for the turbocharger unit and the bypass control valve with actuator and other appurtenances.

- f. The data and specifications for each turbocharger unit shall include but shall not be limited to the following:
 - 1) Name of Manufacturer
 - 2) Type and Model
 - 3) Design Rotational Speed
 - 4) Size of Pipe Connections
 - 5) Weight
- 2. Project Data
 - a. Manufacturer's standard schematic drawings:
 - 1) Modify drawings to delete information, which is not applicable to project.
 - 2) Supplement standard information to provide additional information applicable to project.
 - b. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data.
 - 1) Clearly mark each copy to identify pertinent materials, products or models.
 - 2) Show dimensions and clearances required.
Show performance characteristics and capacities.
- C. Flushing, Testing, and Disinfection
 - 1. Test Reports: Indicate results comparative to specified requirements. Submit two (2) copies of test results to Engineer in accordance with Submittal specifications.
 - 2. Final approval of the bacterial samples shall be received from the Florida Department of Environmental Protection prior to the time that the system is placed into operation. Sampling procedures shall be done in accordance with FDEP requirements.
 - 3. Two bacteriological sampling locations shall meet FDEP requirements and be taken at the extents of the repairs and as directed by the Engineer at no additional cost to Owner.

1.04 QUALITY ASSURANCE

- A. Membrane R.O. System
 - 1. Owner and Engineer shall be provided access at any time to inspect or observe all equipment prior to shipment to the job site. Manufacturer site inspections shall be at the Owner's expense.
 - 2. A qualified representative of the membrane manufacturer shall supervise membrane loading by the OEM and shall be present for the acceptance test if requested by the Owner.
 - 3. The R.O. System OEM shall provide mechanical, drawings and data submittals as required by the specifications. It is required that the OEM furnish, install, provide supervision, start-up, training, and services of the R.O. System.
 - 4. The R.O. System OEM shall contract Curry Controls Company (currently a Qualified Product List provider for all City Utility SCADA work) to provide software integration of any new equipment or instrumentation requiring connection to the SCADA System, operational and development of the control system integration, testing and startup of integration into the existing SCADA System hardware, which includes PLC driven control systems with PC interface. R.O. System OEM and Contractor shall coordinate all interface testing, debugging and operation testing of the complete system with Owner's control systems staff.

5. R.O. System OEM shall have experience designing, constructing, and testing R.O. systems similar in size to the ones proposed to be modified for this project.
 6. R.O. System OEM shall be responsible for final sizing of the energy recovery turbochargers including unit size, layout, pipe connections, valves, instrumentation, etc.
 7. The OEM shall have a minimum of 5 years' experience constructing and operating RO systems similar in size to this project.
 8. The OEM shall be a licensed general contractor registered in the state of Florida.
- B. Energy Recovery Device
1. Coordinate sizing and selection of the turbocharger and/or nozzle depending upon the skid to be upgraded, turbocharger bypass control valve and turbocharger bypass valve with the turbocharger manufacturer to ensure proper operation of the turbocharger in accordance with the design conditions specified herein.
- C. O&M Manuals: Provide O&M Manuals containing manufacturer's recommended operating procedures, safety requirements, suggested maintenance, and warranty information. Manuals shall be of sufficient detail to allow for successful operation of the equipment and shall include specific information regarding the equipment's maintenance instructions including but not limited to: operational description, maintenance instructions, assembly and disassembly instructions, notable wear components, and troubleshooting guides.
- D. Flushing, Testing, and Disinfection
1. Perform Work in accordance with ANSI/AWWA C651, C652, C653, and C654.

1.05 REGULATORY REQUIREMENTS

- A. Flushing, Testing, and Disinfection
1. Conform to applicable FDEP requirements for performing the work of this Section.
 2. Work shall conform to City of Port St. Lucie Utility Standards.

1.06 REFERENCES

- A. Flushing, Testing, and Disinfection
1. ANSI/AWWA C651 – Standard for Disinfecting Water Mains.
 2. ANSI/AWWA C652 – Standard for Disinfection of Water Storage Facilities.
 3. ANSI/AWWA C653 – Standard for Disinfection of Water Treatment Plants.
 4. ANSI/AWWA C654 – Standard for Disinfection of Wells.

1.07 R.O. SYSTEM REQUIREMENTS

- A. Each R.O. skid within the R.O. System shall be constructed to operate with the following guaranteed requirements:

Name	Start Up Conditions
1 st Stage Design Feedwater Pressure at Design Conditions*	181 psi
2 nd Stage Design Feedwater Pressure at Design Conditions*	224 psi
Permeate Flow per Train	2.0 MGD /1,388 gpm
Maximum Design Permeate Backpressure	20 psi

Number of Trains	1
Minimum Design Recovery	80%
Elements per Pressure Vessel	7
Number of Stages	2
Maximum Average Flux per Stage	17.0 gfd
Maximum 1 st Stage Permeate Flow	1,160 gpm
Turbocharger Energy Recovery Device Anticipated Boost Pressure	55 psi
Number of Turbochargers and/or Nozzles	1

*Pressures based upon average design feed conductivity values of 5800 US/cm

- B. The R.O. Train modifications will be designed to maintain 2.0 MGD permeate production capacity. All piping, valves, manifolds, pressure vessel parts, and supports shall be capable of supporting the full 2.0 MGD permeate production capacity on each train without replacement.

1.08 PERFORMANCE SYSTEM TESTING

- A. R.O. System Requirements

Startup Feedwater Quality: The OEM shall provide labor assistance to administer the performance testing for each membrane skid after modification and membrane reloading. The OEM shall obtain feedwater samples taken after pretreatment for analysis by the City’s laboratory staff and follow performance testing as outlined in the JEA WTP Membrane Element Supplier (MES) Specification. The OEM shall obtain feedwater samples using the wells in operation which is acceptable to the Engineer and shall be the basis by which acceptance of the permeate water quality shall be determined. Sets of samples shall be taken at intervals throughout the performance test as directed by the Engineer and outlined within the MES Specification, and shall be inclusive of all performance water quality parameters listed in the MES Specification. Membrane projections and compliance with permeate water quality goals shall be the basis of determining whether the R.O. System meets system requirements for the membrane elements and as specified within the MES Specification.

1. In addition to performance testing requirements in the MES Specifications procurement document, the acceptance test shall be completed using all the proposed equipment in functional operation under this contract. The test shall be conducted by the OEM with supervision from the MES, and witnessed by the Engineer and Owner. Successful completion of this test as described herein, is considered substantial completion for each R.O. skid within the system.
2. If the R.O. System fails to continuously meet each performance requirements listed above during the acceptance and performance tests specified in the MES procurement document, the system shall be determined to be unacceptable and the tests shall be repeated. If the test is interrupted for reasons beyond the control of the OEM, the test may be resumed rather than restarted.
3. The test shall be performed with ALL proposed plant equipment and systems under this contract in fully automatic operation.

4. The acceptance test must be satisfactorily completed as a condition for substantial completion to be achieved.
 5. Operating data taken during the acceptance test shall be adjusted to reflect performance at design water quality and provided to the Engineer.
- B. Energy Recovery Devices
1. Manufacturer's performance and hydrostatic testing certificates are required for each unit. Testing shall be performed at the factory prior to shipment and to applicable codes. Testing shall be performed at the design flows and pressures. Testing using fresh water is acceptable.
 2. Hydrostatic testing of the unit shall be accomplished at 1.5 times the maximum expected operating pressure.

1.09 WARRANTY

- A. All equipment, materials, and workmanship shall be warranted for a minimum of 12-months after final acceptance by the Owner. Special equipment warranties may require extended warranties and will be stated prior to preparing construction bid.

1.10 MISCELLANEOUS SERVICES

- A. The Contractor is to sequence/schedule miscellaneous services to meet the City's predetermined timeline. The City shall provide the Contractor a scope of work and prioritized schedule for items to be serviced or constructed. The miscellaneous services may include, but are not limited to repair, replacement, construction or modification efforts for the following:
1. Chemical pretreatment and chemical systems modification
 2. Cartridge filtration units
 3. RO membrane elements
 4. RO pressure vessels
 5. RO treatment skids
 6. Tubing, fasteners, and instrumentation
 7. 316 stainless steel, PVC piping and valves
 8. Energy recovery devices
 9. Instrumentation and controls systems
 10. RO skid cleaning services for a two-stage skid
 11. Testing or start-up services of RO system skids, chemical systems, and related piping soon after work is complete, where relevant.
 12. Hydrostatic testing for leakage on piping and other components, where relevant
 13. Work may require after hours and emergency type work
 14. Emergency Services: response time is within 8-hours for the immediate work of pre-treatment chemical piping leaks, membrane skid vessel assembly water leaks and of general plant process.

PART 2 - PRODUCTS

2.01 PRESSURE VESSELS

- A. Pressure vessels shall be constructed of filament-wound fiberglass reinforced plastic (FWFRP). Pressure vessel dimensions shall be suitable for seven (7) membrane elements of 8 inches in diameter x 40 inches in length, without the use of brine seal adapters to take up diameter, or spacers to take up length. Each pressure vessel shall be equipped with two end closures, each with suitable retaining devices of corrosion resistant material. The end closure surfaces in contact with the process fluid shall be of PVC or other inert plastic. Each end closure shall have permeate ports. The feed/concentrate port stub tubes shall be minimum 1 1/2 inch, side-entry type fabricated from 316L stainless steel resulting in a maximum fluid velocity less than 10 ft/s, while the permeate ports shall be fabricated from PVC or other plastic material which must be NSF approved. The end closure and retaining devices shall be designed as a unit to form a drip-tight seal using 316L stainless steel.
- B. The pressure vessel must be designed in accordance with ASME Code. Vessels do not have to be code stamped but must be constructed under conditions where code stamping is provided.
- C. Side entry vessels must be used to match the existing header pipe connections and hydraulic calculations for flow velocity through each side port must be submitted for each vessel condition on the skid.
- D. Pressure vessels shall have a smooth exterior surface that has been coated with a two-part polyurethane enamel for superior gloss retention, and to block light. Color shall be white.
- E. Acceptable pressure vessel manufacturers shall be Codeline-Pentair W.T., or engineer pre-approved equal.
- F. The stage 1 pressure vessels shall be rated for a working pressure of 300 PSI at 120 deg. F, and each pressure vessel shall be factory-tested at 1.5 times rated pressure.
- G. The stage 2 pressure vessels shall be rated for a working pressure of 300 PSI at 120 deg. F, and each pressure vessel shall be factory-tested at 1.5 times rated pressure.

2.02 PRESSURE VESSEL SUPPORTS

- A. The new pressure vessels shall be supported on the existing FRP skid frames.
 1. All modification and work on the FRP frames shall be repaired and coated with the following where the protective finish is compromised:
 - a. Urethane coatings shall be applied to all unfinished and exposed surfaces.
 - b. All supports, braces, anchor plates, and FRP components shall be coated with a minimum of 24 mills after fabrication and prior to shipment to the jobsite.
 - c. All exposed surfaces from rivets, cuttings, or abrasions following onsite installation shall be re-coated and inspected by the owner and engineer prior to installation of any pressure vessels, piping, supports, etc. Once inspected and all surfaces have been properly coated, installation of vessels and piping can proceed.
 - B. All mounting hardware, for pressure vessels, manifolds, instrument panels and sample boards shall be 316L stainless steel or material of greater corrosion resistance. Bolts and washers shall be 316L stainless steel. Nuts shall be nickel aluminum bronze. All rivets shall be 316L stainless steel or aluminum.
 - C. Support structure modifications shall be provided with structural calculations and drawings which are signed and sealed by a Florida registered professional engineer.
-

2.03 FEED, CONCENTRATE AND PERMEATE PIPING

- A. Manifold piping shall be provided by the R.O. System OEM, and shall be an integral part of the membrane train assemblies. Piping sizes shall be based on the drawings. Alternate sizes and configuration must be approved by Engineer.
- B. Feed piping and manifolds shall be fabricated from 316L stainless steel. Interstage and concentrate piping and manifolds shall be fabricated from 316L stainless steel piping. The piping thickness shall be sized to accommodate the maximum pressures for the selected service. R.O. train feed piping shall be capable of 300 psi minimum working pressure. Interstage piping shall be capable of 300 psi minimum working pressure. Concentrate piping shall be capable of 300 psi minimum working pressure. All other piping shall be rated for 150 psi minimum working pressure. All piping assemblies and manifolds shall be thoroughly cleaned inside and out, and all scale and welding slag removed. Assemblies shall be stress-relieved and full-immersion pickled and passivated after all welded joints have been completely brushed and hardened. Completed assemblies shall be pressure-tested at the factory prior to shipment and final assembly.
- C. The feed, interstage, and concentrate manifolds shall be connected to the pressure vessel ports with 316L stainless steel, Piedmont or Victaulic-type connectors, with 316L stainless steel bolts and washers per 2.02B. All nuts shall be nickel aluminum bronze per 2.02B.
- D. Permeate piping and manifolds shall be 316L stainless steel. All piping and manifolds shall be full-immersion pickled and passivated after all welded joints have been completely brushed and hardened.
- E. Connection between permeate manifolds and pressure tubes shall be 1 ½" PVC J-bends or SCH 80 PVC fittings. The J-bends shall have quick-connect grooved style coupling fittings on each end to allow for easy removal. The pressure vessel permeate stub which is not attached to the permeate manifold shall include a PVC ball valve for vessel profiling. Sample tubing for the sample panel shall be connected at the permeate stub that is attached to the permeate manifold.
- F. Cleaning connections shall be provided on the R.O. units to mate up with the existing cleaning connections at each CIP process connection. Rigid pipe supports shall be provided on manifold piping to prevent movement during operation, change out of membranes and equipment, or when cleaning the membrane elements. Refer to drawings for other cleaning system details.

2.04 PRESSURE INDICATING TRANSMITTER

- A. The pressure indicating transmitters shall sense variations in pressure and produce a standard current output signal linear with gage pressure. The transmitter shall use a diaphragm activated cell method to monitor process pressure via impulse piping connected through a valve manifold and, where noted, diaphragm seals.
 - 1. Performance:
 - a. Total accuracy of less than or equal to 0.2% of span for +/- 50 degree temperature changes from 1:1 to 10:1 range down.
 - b. Adjustable zero and span values anywhere within the nominal range.
 - c. Differential transmitters shall provide direct reading or integral square-root extraction. Coordinate calibration with the mounting and the Contractor for tanks and vessels, and manufacture's data for flow tubes.
 - 2. Materials:
 - a. Metallic Wetted parts – 316L Stainless Steel.

- b. Diaphragm seals – 316L stainless steel upper and lower body and diaphragm.
 - c. Wetted O-rings – Glass filled TFE.
 - d. Fill liquid - NSF approved for use in drinking water applications.
 - e. Electronics Housing – Low copper aluminum with polyurethane paint.
 - f. Mounting hardware – 316L Stainless Steel.
3. Ratings:
- a. Enclosure – NEMA 4X
4. Electrical:
- a. Transmitter excitation: 10.5 to 32 Volts DC at up to 18 mA.
5. Options:
- a. Provide integral 3-way, 316L stainless steel valve manifold.
 - b. Provide integral LCD indicator with displayed value in process units.
 - c. Provide minimum half inch process connection.
6. Manufacturer, Model series:
- a. Rosemount, 1151 Smart series.
 - b. No equal.

Location	Description	Range	Units
Skids 1-3 First Stage Permeate Piping	First Stage Permeate Pressure Reading	0-55	PSI

2.05 ENERGY RECOVERY DEVICES

- A. The energy recovery turbochargers shall be Model LPT 1000 as manufactured by Energy Recovery Inc. or approved equal.
- B. The unit shall be able to operate continuously with feed and inlet pressures ranging up to 600 psi.
- C. The hydraulic performance criteria to be satisfied by the unit shall be as shown below:

Description	Value
Feed Flow through Low Pressure Inlet: (gpm)	564
Pressure at Low-Pressure Inlet: (psi)	195
Pressure at High-Pressure Inlet: (psi)	244
Pressure at High-Pressure Outlet: (psi)	249

- D. Materials:
 - 1. Housing: Duplex 2205 and not subject to cyclic stress/loads from pressurization and depressurization
 - 2. Rotating Assembly: Super Duplex 2507

3. Fasteners/hardware (non-wetted) – 316L stainless steel
4. Internal Low Pressure Connector: Super Duplex 2507
5. O-Rings: BUNA
6. Thrust Line Assembly: 316L stainless steel or better
7. Auxiliary Valve and Valve Assembly: 316L stainless steel or better
8. High-pressure and low-pressure inlet and outlet connections shall be 2205 Duplex stainless steel
9. Nozzle: Duplex 2205 stainless steel
- E. The rotors shall be enclosed and shall be integral to the rotor sleeve, water lubricated, and retained by the end cover assemblies within the turbocharger housing.
- F. All static seals must use O-ring type seals with metal to metal contact.
- G. The unit must be equipped with a turbocharger bypass control valve and associated piping. The bypass valve shall be an automatic v-port ball valve operated by an electric actuator. The valve shall be controlled by a remotely modulated 4-20 mA signal. The valve package shall include a valve positioner, and two SPDT limit switches for open and close position confirmation. The electric actuator shall be a rising stem type to fit the specified globe valve. The unit, along with the bypass control valve and associated piping, shall be provided by the manufacturer as a complete unit.
1. By-Pass Valve:
 - a. Valves shall consist of a segmented, v-port ball of 317 stainless steel with tungsten carbide facing, or 317 stainless steel heated treated nickel overlay. Shafts shall be of 2205 Duplex stainless steel or 17-4 PH stainless steel with splined ball-to-shaft connections incorporating a blowout proof device. Slotted shaft to ball connection will not be accepted. Valve plug shall be removable without damage to the valve shaft. Bearings shall be 317 stainless steel with PTFE bonded fabric, 440C stainless steel or Alloy No. 6. For abrasion resistance, bearings shall be of 317 wine mesh encapsulated in PTFE. Bearing seals shall be an available option. On/off floating ball valve designs with V cut into ball will not be accepted.
 - b. Seat options shall include flexible metal seats, reinforced PTFE seats, or rigid metal seats. Flexible metal seats shall provide bi-directional shutoff to 0.2% of ANSI Class IV. PTFE seats shall provide ANSI Class VI shutoff. Rigid seats shall meet ANSI Class IV shutoff requirements. Rigid metal seats shall be available with heat treated electroless nickel overlay or with tungsten carbide overlay as required for abrasion resistance. Valve shall have removable non-threaded seat retainer.
 - c. The valve body shall be of cast type 317 stainless steel (ASTM A743, Grade CG8M), or carbon steel (ASTM A216, Grade WCB). Integral cast flanged or flangeless valves shall be available for ANSI Class 150 or 300 services. Valves shall meet MSS-SP-25 marking requirements. Face-to-face dimensions shall meet ANSI B16.10, ISO 5752 (PN 10/16) and EN 558-1 or ISA 75.04 and IEC 534-3-2. Valves shall have removable bottom shaft cover for maintenance purposes.
 - d. All valves and actuators shall be as manufactured by DeZURIK.
2. Valve Actuators:
 - a. General

- 1) The actuators shall be suitable for use on existing power supply nominal 460/3/60 (or customer selected) and are to incorporate motor, integral reversing starter, local control facilities and terminals for remote control and indication connections housed within a self contained, sealed enclosure.
 - 2) As a minimum the actuators should meet the requirements set out in EN15714-2 and ISA SP96.02
 - 3) In order to maintain the integrity of the enclosure, setting of the torque levels, position limits and configuration of the indication contacts etc. shall be carried out without the removal of any actuator covers and without mains power providing the option of Infra-Red or Bluetooth® wireless interface. Sufficient commissioning tools shall be provided with the actuators and must meet the enclosure protection and certification levels of the actuators. Commissioning tools shall not form an integral part of the actuator and must be removable for secure storage / authorized release. Being able to walk up and adjust actuator settings without a setting/commission tool will not be acceptable. In addition, provision shall be made for the protection of configured actuator settings by a means independent of access to the commissioning tool. Provision shall be made to disable Bluetooth® communications or only allow a Bluetooth® connection initiated by an Infra-Red command for maximum security. Actuator must have capability of both infra-red and Bluetooth communication via setting tool.
 - 4) The actuator shall include a device to ensure that the motor runs with the correct rotation for the required direction of valve travel irrespective of the connection sequence of the power supply.
- H. Piping connections to the pressure exchanger shall be grooved pipe joints for Victaulic or Piedmont type couplings.
- I. The energy recovery technology shall include a high-pressure seal to prevent dissipation of hydraulic energy. The energy recovery turbocharger shall provide direct transfer of hydraulic energy with no conversion of energy to another form of work or power.
- J. Efficiency of a single energy recovery turbocharger must be over 65% throughout the desired operating range. Efficiency must be measured and verified on the project site.
- K. Pulsation or efficiency shall not be adversely affected if the low-pressure flow rate is greater than, or less than, the high-pressure flow rate.

2.06 TRAIN INSTRUMENT PANEL

- A. All field instruments associated with a train shall be mounted on its Train Instrument Panel. Instruments and panels shall be furnished under this section and reconnected at the locations shown on the Drawings. Contractor shall connect all instruments to the applicable PCP.

2.07 SAMPLE PANEL

- A. Permeate samples for each pressure vessel are to be taken where permeate port exits pressure vessel to provide representative sample of total vessel's permeate.
- B. The panel shall be fitted with sample valves. There shall be one (1) sample valve for each pressure vessel on the train, plus valves for 1st stage feed, 2nd stage feed, 1st stage permeate and 2nd stage permeate, combined permeate, and 2nd stage concentrate. The sample panel shall also be equipped with a 6-inch deep by 6-inch wide trough, of the same material, which will

be drained through a 2-inch PVC pipe and routed in 2-inch PVC to the trench gutter or floor drain. Provide slope in trough to properly drain all sample water from the trough after sampling. Sample valves shall be arranged in horizontal rows, with the rows staggered so that the upper valves discharge between the lower valves. Each valve will be fitted with a ¼-inch stainless steel tube discharge spout, to prevent splashing. Bottom elevation of discharge spout shall be similar for all valves.

- C. Sample valves are to be Whitey ¼-turn plug valves, 316L stainless steel. High pressure samples shall be 316L stainless steel material and have valves with the appropriate pressure rating for the service (1st stage FEED, 2nd stage feed, and connectivity). Each valve shall match the pipe pressure rating from which the sample is taken.
- D. Male connectors shall be Swagelok model SS-600-1-4KN for connection to high-pressure sample ports, and model NY-600-1-4 for connection to low pressure ports, or equal. All high conductivity sample ports and tubing fittings shall be 316L stainless steel or equal.
- E. Plastic sample tubing shall be 3/8-inch OD. High pressure tubing shall have a minimum working pressure of 1,000 psi at 75 degrees F. Low-pressure tubing shall have a minimum working pressure of 150 psi at 75 degrees F. Sample tubing shall be black. Tubing shall be manufactured by Imperial Eastman Division, Imperial Clevite, Inc., or equal.
- F. Tubing shall be neatly arranged and bundled where possible. Bundles shall be retained with nylon "Tywraps", or grouped in PVC conduit with properly arranged openings for tubing, and labeled for the appropriate service.

2.08 SPARE PARTS

- A. Membranes
 - 1. Provide two spare grooved coupling assemblies, including gasket and hardware for each size supplied. Grooved coupling caps of 316 stainless steel or Duplex 2205 alloy stainless steel (to match pipe material) of each size shall also be provided.
 - 2. Provide pressure vessel repair kits, consisting of all O-rings, head gaskets, seals and clips required for the rebuilding of the end closure assembly.
 - 3. All spare parts shall be provided with an overall project inventory list and boxed/sealed appropriately for shelf storage within the R.O. process room.
 - 4. Additional spare part components shall include those outlined within the MES procurement document.
- B. Energy Recovery Devices
 - 1. Provide one (1) complete rotating assembly consisting of a rotor sleeve, end cover assembly and a complete fastener/hardware set with any O-rings and retaining rings. The rotor shall be dynamically balanced as a complete unit.
 - 2. Spare parts shall be suitably packaged, labeled precisely as to the contents, and delivered to the Owner as directed.

2.09 DISINFECTION CHEMICALS

- A. Chemicals: The disinfecting agent shall be sodium hypochlorite solution ANSI/AWWA B303 or liquid chlorine ANSI/AWWA B301. Dry hypochlorite, similar to "HTH" or equal may also be used as the disinfecting agent. Bleach or Clorox is not acceptable.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. R.O. System
 - 1. Membrane assemblies shall be installed in accordance with manufacturer's recommendations, and the final shop drawings.
 - 2. Coordinate all work with the work being provided by others to ensure a complete functional system.
 - 3. Installation
 - a. All equipment shall be installed in strict accordance with the Manufacturer's instructions and as shown on the Drawings.
 - b. The Contractor shall retain ultimate responsibility under this Contract for equipment coordination, installation, operation and guarantee, and the Contractor shall furnish and install all labor, equipment, materials, appurtenances, specialty items, and services not provided by the supplier but required for a complete and operable system.
 - c. All piping shall be supported so as to preclude the possibility of exerting undue forces and moments on the joints. Suitable flexible joints shall be furnished to isolate the units from the piping system.
 - d. Install components and parts so that all items operate smoothly and are free of excessive noise and vibration.
 - 4. Services by Others
 - a. The site personnel or designated contractor shall be responsible for installation and site services, typically including:
 - 1) Site preparation, foundation design and foundation installation
 - 2) Piping and wiring between system components
 - 3) Operation of the system during startup
 - 4) Mechanical startup of the system

3.02 FIELD TESTING

- A. R.O. System
 - 1. Pressure test all piping, tubing, valves, and pressure vessels in accordance with the Flushing, Testing, and Disinfection sections specified within this document
 - 2. Pressure vessels shall not leak when properly installed. If leaking occurs, the R.O. System OEM in conjunction with the vessel manufacturer shall be responsible for the repair or replacement of the pressure vessel.
- B. Energy Recovery Devices
 - 1. After initial start-up under the supervision of a qualified representative of the turbocharger manufacturer, a preliminary running-in period shall be provided to make field tests and necessary adjustments.
 - 2. Manufacturer shall inspect and verify the unit's installation and train staff regarding the unit's proper operation and maintenance.
 - 3. The pressure exchanger unit shall be accepted after a minimum of 40 run hours at the operating criteria performance.
 - 4. Manufacturer's Services:

- a. A manufacturer's representative for the equipment specified herein shall make one trip to the jobsite for the minimum person-days listed for the services hereunder, travel time excluded:
 - 1) Installation, Startup and Testing Services:
 - a) 1 person-days for installation assistance, inspection, and certificate of Proper Installation.
 - b) 1 person-days for functional and performance testing.
 - 2) Training Services:
 - a) 1 person-days of pre-startup classroom and jobsite training of Owner's personnel.
 - b) Training of Owner's personnel shall be at such times and at such locations as required and approved by the Owner.
 - b. Provide Qualifications of Manufacturer's Representative.
- C. Flushing, Testing, and Disinfection
 - 1. Examination
 - a. Verify that skids, pumps, piping systems, tanks, clearwell, have been cleaned, inspected, and tested.
 - b. Coordinate scheduling and disinfection activity with start-up, testing, demonstration procedures, including coordination with related systems.
 - 2. Flushing and Pressure Testing - Piping
 - a. The Contractor shall furnish and install suitable temporary testing plugs or caps for the water lines, all necessary pressure pumps, hose, temporary permeate flush piping ,pipe connections, meters, gauges and other similar equipment, and all labor required, all without additional compensation for conducting pressure and leakage tests and flushing of the new water lines. Flushed water is to be disposed of on site. Flushing and pressure testing shall be conducted in the following order.
 - 1) After all piping lines have been installed and before pressure testing and final connections to equipment, each run of pipe shall be thoroughly flushed so as to remove all debris and foreign matter from the piping and equipment. Clean and flush all piping using potable water. Sufficient flushing water shall be introduced into the piping to produce a velocity of not less than 5 feet per second, and this rate of flow shall be continued until the discharge is clear and no evidence of silt or foreign matter is visible. Flushed water may be discharged to the onsite holding ponds and be coordinated with Owner. Contractor to provide means of discharging water to ponds at Contractor's expense.

Pigging of piping systems should be considered where flushing is not practical or feasible. Non-abrasive pigs shall be employed.

- 2) Pressure Testing Piping Systems:
 - a) The test pressure for the raw water piping, filter piping, backwash piping, wastewater piping, finish water, tank piping and filter vessel systems shall be 1-1/2 times the indicated working pressure and this pressure shall be maintained for a period of not less than two hours. Tests shall be made between valves and as far as practicable and as approved by the Engineer. Potable water shall be used. Pressure shall not vary more than one (1) psi for low pressure piping (less than 20 psi), or five (5) psi for other piping during the test periods or as approved by the Engineer. Allowable leakage shall be computed on the basis of AWWA C-600.
 - b) All leaks evident at the surface shall be uncovered and repaired regardless of the total leakage as indicated by the test, and all pipes, valves and fittings and other materials found defective under the test shall be removed and replaced at the Contractor's expense. Tests shall be repeated until leakage has been reduced below the allowable amount.
 - c) Should, in the judgement of the Engineer, it not be practical to follow the foregoing procedures exactly for any reason, modifications in the procedure shall be made as approved by the Engineer. In any event, the Contractor shall be responsible for the ultimate water tightness of the plant piping within the preceding requirements.
3. Disinfection – Piping, Pumps and Pressure Vessels
 - a. The Contractor shall furnish and install suitable temporary connections to the piping, all necessary pressure pumps, hose, pipe connections, meters, gauges and other similar equipment, and all labor required, all without additional compensation for the disinfection of all required piping systems. Disinfection shall be conducted on the following systems:
 - 1) Raw water piping.
 - 2) Filter vessel tank, piping and accessories.
 - 3) Chemical piping.
 - 4) Chemical booster pumps, including suction and discharge piping.
 - 5) Permeate water piping.
 - 6) Ground storage tank and piping.
 - b. Conform to AWWA Standards and as modified herein.
 - c. Maintain disinfectant for a minimum of 8 hours in such a manner that the entire system will be filled with water containing a minimum chlorine concentration of 50 ppm at any point.
 - d. After the disinfecting agents have been permitted to remain for the specified contact periods, the water lines, and valves shall be thoroughly flushed with water until the residual chlorine tests are less than 2 PPM in each instance. The determination of the amount of residual chlorine in the system shall be made at such points and in accord with standard tests by means of a standard orthotolodine test set.
 - e. Replace permanent system devices removed for disinfection.
4. Bacteriological Sampling
 - a. It shall be the responsibility of the Contractor under this contract to perform the bacteriological testing required by the Florida Department of Environmental Protection

and City of Port St. Lucie Utilities Department to obtain clearance of all piping. The Contractor shall be responsible to disinfect and repeat testing as needed until clearance is obtained for all required plant systems. If clearance is not obtained it is the responsibility of the Contractor to supply additional efforts until clearance is met.

- b. The pumps and associated piping require two (2) consecutive daily samples taken from the locations called out on the plans or as determined by the Engineer. The samples shall be taken concurrently at all the respective sample point locations.
 - c. Sampling must be coordinated with Engineer and other construction activities so as to minimize re-sampling.
 - d. Contractor shall submit schedule for bacteriological testing and pressure tests.
 - e. The Contractor shall incur all costs needed to provide bacteriological clearance of the pumps, piping systems, etc.
5. Quality Control
- a. The laboratory and personnel collecting bacteriological samples shall be Florida State certified in accordance with FDEP requirements.

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END OF SECTION

CITY OF PORT ST. LUCIE
ATTACHMENT E - SAMPLE CONTRACT
(DO NOT EXECUTE-TERMS MAY CHANGE DUE TO CONTRACTOR'S RESPONSE)

This Contract for an Original Equipment Manufacturer (OEM), executed this _____ day of _____, 2021, 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", and _____, hereinafter called "Contractor" or "Proposer".

SECTION I
RECITALS

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

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

WHEREAS, the City wishes to contract with a Contractor to provide the Scope of Services and products / services based on the terms and subject to the conditions contained herein; and

WHEREAS, Contractor is qualified, willing and able to provide the Scope of Services and products / services specified on the terms and conditions set forth herein; and

WHEREAS, the City desires to enter into this Contract with Contractor to perform the Scope of Services and product / services specified and, with a commission amount to be paid as agreed upon 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.

Contractor:

Title _____
E-Mail: _____

City Contract Administrator:

Jason Bezak, CPPB
Procurement Agent II - 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

City Project Manager:

Pierre Vignier, Project Coordinator
Utility Systems Department

121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
Telephone 772-873-5434
Email: PVignier@cityofpsl.com

SECTION III
DESCRIPTION OF SERVICES TO BE PROVIDED

Listed on Attachment D – General Requirement’s Documents for JEA Reverse Osmosis Water Treatment Membrane Replacement.

SECTION IV
TIME OF PERFORMANCE

The initial term of the contract(s) is for three (3) calendar years from the execution date of the contract. The Contractor 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 Contractor agrees to provide work as authorized by the Project Manager until all work specified in this contract has been rendered.

SECTION V
RENEWAL OPTION

PSL shall have one (1) 3-year option to renew, which option shall be exercisable at the sole discretion of PSL. Renewal will be accomplished through the issuance of Notice of Award Amendment. In the event that the contract, shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified products and/or services, PSL may, with the written consent of the awarded Contractor(s), extend the contract(s) for such period of time as may be necessary to permit PSL’s continued supply of the identified products and/or services. The contract(s) may be amended in writing from time to time by mutual consent of the parties.

NOTE: Contractor may exercise the option to renew by submitting a written submission one hundred eighty (180) days prior to the termination of the initial contract period.

SECTION VI
COMPENSATION

The total amount to be paid by the City to the Contractor is on a per unit price basis listed on Schedule "A" for a total amount of \$ _____. Payments will be disbursed in the following manner:

The Contract Sum - Work to be paid for on the basis of per unit prices: each, lump sum, linear feet, square yards, system, etc.

Progress Payments- Within twenty (20) business days, the City shall pay the Contractor, the sum of money due each Progress Payment that is properly allocated to labor, materials and equipment incorporated in the work for the period covered in the application for progress payment. Retainage will be held at 5% from each progress payment. Partial Release of Liens from all Contractors, subcontractors, and suppliers for materials which were identified in the previous month’s invoices for progress payment will be required. If all such releases are not timely provided to the City as set forth herein, this shall provide basis, at the City’s sole discretion, to withhold payment for any future invoiced progress payment and declare the Contractor in default, at which time the City may pursue all available legal and equitable remedies available to it under the Contract, Bond(s), or Florida Law.

Acceptance and Final Payment - Upon receipt of written notice that the work is ready for final inspection and acceptance, the City will promptly make such inspection. When City finds the work acceptable under the terms of the Contract and the Contract is fully performed the entire balance will be due the Contractor and will be paid to the Contractor within twenty (20) business days. Such final payment to the Contractor shall be subject to the covenants in the Contract's Standard Specifications and any liquidated damages will be assessed against the Contractor at that time.

Before issuance of final payment, the Contractor shall submit evidence that all payrolls, material bills and other indebtedness connected with the work have been satisfied and paid in full. Final Release of Liens from all contractors, subcontractors, suppliers for materials and sub-subcontractors are to be attached to the final invoice. All manufacturer's warranty documents must be provided in the format requested by the City prior to final payment.

Invoices for services shall be submitted once a month, by the tenth (10th) day of each month, and payments shall be made within twenty (20) business days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made within twenty (20) business days of receipt of Contractor's valid invoice, provided that the invoice is accompanied by adequate supporting documentation, including any necessary partial release of liens as described above, and is approved by the Project Manager as required under Section XV of the Contract.

No payment for projects involving improvements to real property shall be due until Contractor delivers to City a complete release of all claims arising out of the contract or receipts in full in lieu thereof, and an affidavit on his 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 City's Contract number and Purchase Order number, detail of items with prices that correspond to the Contract, a unique invoice number and partial and final release of liens.

All invoices are to be sent to: APNOTIFICATIONS@CITYOFPSL.COM .

The Contractor shall not be paid additional compensation for any loss or damage, arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the performance of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

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

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

SECTION VII **AUDITS**

The Contractor shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the City throughout the term of the Contract for a period of at least seven (7) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service

records. The Contractor shall permit the City's authorized auditor or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the City reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

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.

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 Contractor pursuant to the Solicitation and Specifications on file in the Procurement Management Department of the City. All documents submitted by the Contractor 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**

Contractor 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 Contractor, agents, laborers, subcontractors or other personnel entity acting under Contractor control in connection with the Contractor's performance of services under this Contract and to that extent Contractor 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 Contractor 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 Contractor or any agent laborers, subcontractors or employee of Contractor regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Contractor 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 Contractor 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 Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its 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 Contractor 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 Contractor 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 Contractor shall agree to maintain Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

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

3. Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for on-going and Completed Operations (should be ISO CG2037 & CG2010) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by City or completion of contract. Coverage is to be written on an occurrence form basis. Coverage shall apply on a primary and non-contributory basis. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. No exclusion for mold, silica or respirable dust or bodily injury/property damage arising out of heat, smoke, fumes,

or hostile fire shall apply. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability, 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 # 20210034– Reverse Osmosis Membrane Replacement Project 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 Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance.

4. Automobile Liability Insurance: The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary non-contributory basis.

Waiver of Subrogation: The Contractor 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 Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. 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 Contractor enter into such a Contract on a pre-loss basis..

Deductibles: All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract. Where an SIR or deductible exceeds \$5,000, the City of Port St. Lucie reserves the right, but 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 Contractor to ensure that all independent contractors and/or subcontractors comply with the same insurance requirements as listed herein, including Products & Completed Operations coverage for a minimum of five (5) years from the date of possession by City or completion of contract. It will be the responsibility of the Contractor to obtain Certificates of Insurance from all contractors and subcontractors listing the City as an Additional Insured, without the language when required by written contract. If contractor, independent contractor or subcontractor maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by contractor/independent contractor/subcontractor.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, or 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 contractor to execute the contract and/or punctually deliver the required insurance, and other documentation may be cause for annulment of the award.

Payment & Performance Bonds: The Contractor shall furnish an acceptable recorded Performance and Payment Bond complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of one hundred (100%) percent of the Contract price. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force and effect a minimum of one (1) year after the work has been completed and final acceptance of the work is issued by the City.

Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the Contractor shall furnish same to the satisfaction of the City within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended as herein provided.

The failure on the part of the Contractor to execute the Contract and/or punctually deliver the required Insurance Certificates and other documentation may be cause for the annulment of the award.

SECTION XII ACTS OF GOD

The Contractor 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 Contractor 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 Contractor, 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 Contractor 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 Contractor nor any Sub-Contractor 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 Contractor 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. Contractor will comply with all requirements of [28 C.F.R. § 35.151](#). Contractors and Sub-Contractor, shall comply with [§ 119.0701, Fla. Stat.](#) The Contractor and Sub-Contractor, are to allow public access to all documents, papers, letters, or other material made or received by the Contractor 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 Contractor shall comply with Florida's Public Records Law. CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S.

Contractor 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](#).
2. During the term of the contract, the Contractor 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. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
4. The Contractor agrees to make available to the City, during normal business hours all books of account, reports and records relating to this contract.
5. A Contractor 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 Contractor 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 Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'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 Contractor(s) as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Contractor(s) as required in these Specifications, all expenses thus incurred by the City, in the City's option, will be invoiced to the Contractor(s) and/or may be deducted from payments due to the Contractor(s). Deductions thus made will not excuse the Contractor(s) from other penalties and conditions contained in the Contract.

**SECTION XV
SCRUTINIZED COMPANIES**

[Section 287.135, Florida Statutes](https://www.sbafla.com/fsb/Portals/FSB/Content/GlobalGovernanceMandates/QuarterlyReports/Global_Governance_Mandates_and_Florida%20Statutes_2019_01_29.pdf?ver=2019-01-29-130006-790), 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/GlobalGovernanceMandates/QuarterlyReports/Global_Governance_Mandates_and_Florida%20Statutes_2019_01_29.pdf?ver=2019-01-29-130006-790) https://www.sbafla.com/fsb/Portals/FSB/Content/GlobalGovernanceMandates/QuarterlyReports/Global_Governance_Mandates_and_Florida%20Statutes_2019_01_29.pdf?ver=2019-01-29-130006-790.

**SECTION XVI
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 Contractor'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 Contractor involved in the execution of work that is deemed to be conducting him/herself in an unacceptable manner shall be removed from the project at the request of the City Manager.

Dress Code – All personnel in the employ of the Contractor(s) shall be appropriately attired. Employees engaged in the course of work shall wear company uniforms neat and clean in appearance, readily identifiable to all City employees and the public. No tee shirts with obscene pictures or writings will be allowed. Swimsuits, tank tops, shorts and sandals are also prohibited. Safety toed shoes shall be worn at all times.

Patent Fees, Royalties, and Licenses – If the Contractor requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Contractor 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 Contractor 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 Contractor shall be responsible for obtaining all permits, licenses, certifications, etc., required by Federal, State, County, and Municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform with the requirements of said legislation. The Contractor 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. Contractor(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 Contractor.

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

Standard Production Items - All products offered must be standard production items that have been available to the trade for a period of not less than two (2) years and are expected to remain available in future years.

SECTION XVII **ASSIGNMENT**

Contractor 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 XVIII **TERMINATION, DELAYS AND LIQUIDATED DAMAGES**

A. Termination of Contract. If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will ensure its completion within the time specified in this Contract or as modified as provided in this Contract, the City by written notice to the Contractor, may terminate Contractor'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 Contractor 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 Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work and/or materials. Contractor 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 Contractor'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. Liquidated Damages for Delays. If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City one thousand six hundred sixty-

five (\$1,665.00) dollars as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

C. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor 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 Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract 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 Subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify the City in writing within two (2) days of official notice of scheduled delivery or scheduled work 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.

D. The City may terminate this Contract with or without cause by giving the Contractor thirty (30) days' notice in writing. Upon delivery of said notice the Contractor 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 Contractor except for work timely completed. All design work performed will become the property of the City at termination of contract and submitted to City in the format the City dictates.

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

SECTION XIX
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 XX
APPROPRIATION APPROVAL

The Contractor 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 Contractor 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 XXI
TRUTH-IN-NEGOTIATIONS

In accordance with the provisions of Section 287.055, Florida Statutes, the Contractor 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 XXII
CONFLICT OF INTEREST

The City hereby acknowledges that the Contractor 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 Contractor 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 Contractor shall disclose all of its Treasure Coast clients and related Scope of Work.

SECTION XXIII
PUBLIC RECORDS / TRADE SECRETS / COPYRIGHT

The Proposer's response to the City's proposal request 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 City's proposal request and the Contract to be executed as subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the Solicitation purporting to require confidentiality of any portion of the Proposer's response to the Solicitation, 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 Solicitation 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 SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED.

SECTION XXIV
PROHIBITION AGAINST CONTINGENT FEES

The Contractor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor 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 Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

ATTORNEY'S FEES

If this matter is placed in the hands of an attorney for collection, or in the event suit or action is instituted by the City to enforce any of the terms or conditions of the Contract, Contractor shall pay to the City, in such suit or action in both trial court and appellate court, the City's costs, and reasonable attorney's fees for the anticipated cost of collection and judgment enforcement.

SECTION XXVI CODE OF ETHICS

Contractor 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

Contractor shall not discriminate against any person in its operations, activities or delivery of services under this Contract. Contractor 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.

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

CITY OF PORT ST. LUCIE FLORIDA

CONTRACTOR

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 _____, 2021.

Notary Signature

Notary Public State of _____ at Large.

My Commission Expires _____.

(seal)



"A City for All Ages"

eRFP #20210034

ATTACHMENT F - CONTRACTOR'S CODE OF ETHICS

The City of Port St Lucie ("City), through its Procurement Management Department ("Procurement Management Department") 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, Procurement Management Department requires each vendor who seeks to do business with the City to subscribe to this Contractor's Code of Ethics.

- ◆ A Contractor's bid or proposal will be competitive, consistent and appropriate to the bid documents.
- ◆ A Contractor will not discuss or consult with other Vendors intending to bid on the same contract or similar City contract for the purpose of limiting competition. A Vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
- ◆ Contractor will not disclose the terms of its bids or proposal, directly or indirectly, to any other competing Vendor prior to the bid or proposal closing date.
- ◆ Contractor will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- ◆ Contractor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the contract.
- ◆ Contractor 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 vendor contracted by the City.
- ◆ Contractor 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 Vendor or for any other person.
- ◆ Contractor will disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a Vendor contracted by the City.
- ◆ Contractor 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, Contractor must require their suppliers (including temporary labor agencies) to do the same. Contractor 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, Contractor 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 contractors. The information it contains should not be interpreted to supersede any law or regulation, nor does it supersede the applicable contractor contract. In the case of any discrepancies between it and the law, regulation(s) and/or contractor contract, the law, regulatory provision(s) and/or vendor contract shall prevail.

ATTACHMENT G - PSL LOCATION FORM



SUPPLIER LOCATION CERTIFICATION

The undersigned, as a duly authorized representative of the Supplier listed herein, certifies to the best of their knowledge and belief, that the Supplier's location is correctly reflected based upon the below information. For purposes of this section, "Location" shall mean a business which:

- a) How far is the Supplier's fixed office or distribution point located from [City Hall](#); and
- b) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

Complete the following and upload this document and the Google Maps print out to the required sourcing platform:

Business Name:	
Current Local Address:	Phone:
Length of time at this address:	Fax:
Please provide your prior business address if the above address has been for less than one (1) year, prior to the issuance of this solicitation.	
Length of time at this address:	
Home Office Address:	Phone:
Length of time at this address:	Fax:

(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. _____

ATTACHMENT H - DRUG FREE WORKPLACE

DRUG-FREE WORKPLACE FORM
eRFP # 20210034

The undersigned Contractor 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.

Bidder's Signature

Date:



"A City for All Ages"

E-Verify Form

Supplier/Consultant acknowledges and agrees to the following:

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 Supplier/Consultant during the term of the contract; and
2. Shall expressly require any subcontractors 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 subcontractor during the contract term.

E-Verify Company Identification Number _____

Date of Authorization _____

Name of Contractor _____

Name of Project _____

Solicitation Number (If Applicable) _____

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 20____ in _____(city), _____(state).

Signature of Authorized Officer

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20____.

NOTARY PUBLIC _____

My Commission Expires: _____



"A City for All Ages"

NON-COLLUSION AFFIDAVIT

Solicitation 20210034

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) _____



"A City for All Ages"

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.

Commission No. _____

Notary Print: _____

Notary Signature: _____



"A City for All Ages"

NOTICE TO ALL PROPOSERS:

To ensure fair consideration is given for all Proposers, it must be clearly understood that upon release of the proposal and during the proposal process, 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 with City employees, department heads or elected officials, up to and including the Mayor and City Council. The **"Cone of Silence"** is in effect for this solicitation from the date the solicitation is advertised on DemandStar, until the time an award decision has been approved by City Council and fully executed by all parties. Information about the Cone of Silence can be found under the [City of Port St. Lucie Ordinance 20-15, Section 35.13](#). Contact with anyone other than the Issuing Officer may result in the vendor being disqualified. All contact must be coordinated through Mr. **Jason Bezak**, Issuing Officer, for the procurement of these services.

All questions regarding this Solicitation are to be submitted in writing to Jason Bezak, Procurement Agent I with the Procurement Management Department via e-mail JBezak@cityofpsl.com, or by phone 772-344-4068. Please reference the Solicitation number on all correspondence to the City.

All questions, comments and requests for clarification must reference the Solicitation number on all correspondence to the City. Any oral communications shall be considered unofficial and non-binding.

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.

*NOTE: All addendums and/or any other correspondence before bid close date (general information, question and responses) to this solicitation will be made available exclusively through the [DemandStar's Website](#) for retrieval. All notice of intent to award documentation will be published on the [City Clerk's Website](#). Proposers are solely responsible for frequently checking these websites for updates to this solicitation.

I understand and shall fully comply with all requirements of City of Port. St. Lucie Ordinance 20-15, Section 35.13.

Typed Name: _____

Signed: _____

Company and Job Title: _____

Date: _____



"A City for All Ages"

TRUTH-IN-NEGOTIATION CERTIFICATE

Solicitation# _____

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the City of Port St. Lucie, Florida requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the City, whichever is later.

Name of Firm

President or Designee (Printed)

President or Designee (Signed)

The foregoing instrument was acknowledged before me by _____ who is personally known to me. WITNESS my hand and official seal in the _____, _____ last aforesaid this ___ day of _____, 20__.

(SEAL)

Signature

Notary Name (typed or printed)

Notary Name (signed)



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CONTRACTOR'S QUESTIONNAIRE

eRFP # 20210022

Solicitation Name: Design & Permitting of the Western 30" & 24" Raw Water Main Projects

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 Contractors to perform the work required. The Contractor 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. **COMPLETION OF FORM** - An authorized representative of the firm offering this Proposal must complete this form in its entirety. Terms entered herein shall not be subject to withdrawal or escalation by Contractor. 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 Invitation to Proposal before awarding the Contract. Contract award constitutes the date that City issues an executed Purchase Order.
3. **CONTRACT** - Contractor agrees to comply with all requirements stated in the specifications for this RFP.
4. **AGREEMENT** - Contractor agrees to comply with all requirements stated in the specifications for this RFP.

CERTIFICATION:

This RFP 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 solicitation



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response 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 Contractor understands that information contained in this Solicitation 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 Contractor agrees to furnish such additional information, prior to acceptance of any solicitation relating to the qualifications of the proposer, as may be required by the City.

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

I agree to abide by all conditions of this RFP:

Signature Title

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

Witnesses:

If Partnership:

Print name

Print Name of Firm

By: _____
(General Partner)

Print name

If Corporation:

Print Name of Corporation

If Individual:

By: _____
(President)

Signature

Attest: _____
(Secretary)

Print Name

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions.	Municipality
6 City, state, and ZIP code	Requester's name and address (optional)
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Addendum # 1
eRFP # 20210034
James E. Anderson Reverse Osmosis Water Treatment Membrane Replacement
April 1, 2021

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

1Q.) What is the budget amount or engineers estimate for this project?

1A.) Estimated Schedule and Costs:

FY 20/21 Phase A (skids 1-3)	\$801,000.00
FY 21/22 Phase B (skids 4 & 5)	\$399,600.00
FY 22/23 Phase C (skids 6-8)	\$588,150.00
FY 23/24 Phase D (skids 9-10)	\$399,600.00
Misc. ERD upgrades	\$198,000.00
Total Construction	\$2,189,250.00
Total Bid	\$2,254,950.00

ADDENDUM #1 REVISED

Attachment B - Mandatory Scored Questions

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, Negotiations and Award" of this eRFP. ONLY upload documents if there is a Yes in the "Upload Attaches 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 Attachments?	Attachment Name and Page # of Attachment its located in
1	<p><u>Please provide all documentation needed for Location.</u></p> <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 Miles 61-80 Miles 81-100 Miles 101-120 Miles 121-140 Miles 140+ Miles</p>		YES	
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>		YES	
3	<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>		YES	
4	<p><u>Proposed Project Management Plan</u> is the application of knowledge, skills, tools, and techniques to project activities to meet project requirements. A management plan is the key to a successful project and is the most important document that needs to be created when starting any a project in meeting the customer and end user expectations. Provide your approach for a project management plan using the processes of initiating, planning, executing, monitoring & controlling, and closing.</p>		YES	
5	<p>Provide a listing of firm's current contracts.</p>		YES	
6	<p><u>Added Business Value Services.</u> This term is used for non-core services, or, all services beyond the identified scope. Does the vendor firm net quantifiable benefit derived from business endeavors? 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.</p>		YES	

ADDENDUM #1 REVISED

Attachment B - Mandatory Scored Questions

7	<u>Proposed Scope Management Plan</u> is listing of activities, deliverables, and milestones within a project. What is the contractors proposed schedule management for this project? This section shall include timelines showing how the scope of work is controlled using work break down structure for each work activity to produce project deliverables.		YES	
8	<u>Proposed Quality Control Management:</u> Address the management of the project and the deliverables of the project. Include examples of quality management tools and techniques (checklist and flow charts) with sequence of steps showing decision making analysis.		YES	
9	<u>Proposed Schedule Management Plan:</u> is the process of establishing the documentation for planning, developing, managing, executing and controlling the project schedule. Provide examples how monitoring project activities and controlling schedule changes. Include flow chart analysis example for backlog items, and change requests process for review. *Final project schedule will be negotiated with awarded firm.		YES	
10	<u>Proposed Resources:</u> is the process of identifying and documenting project roles, responsibilities, required skills, reporting relationships. And creating a staff management plan. Provide project roles, and project organization charts, and staffing management including the time tables for staff acquisition and release.			
11	Has the contractor experienced failing a bacteriological test on a skid with membranes installed? Describe the steps taken to ensure testing was passed the first time or on repeat attempts?		YES	
12	During membrane installation, what steps are taken to prevent O-ring failures, brine seal failures, skid contamination, and remedy of these failures once determined after the skid has been started up.		YES	
13	Describe the steps taken when a skid has failed to meet performance testing requirements including identification of the problem, steps to remedy the performance issue, and typical performance testing challenges?		YES	
14	When retrofitting a skid with new vessel endcaps, snap rings, bolts, fasteners, or other fittings can experience rust from years of service. Has the contractor experienced rusted sealing equipment and what steps would you take to remove the units safely without damaging the pressure vessels integrity?		YES	
15	Has the contractor experienced excessive vibration or noise after installation of RO system components? Describe the steps to take when investigating and remedying the excessive vibration or noise within a RO skid.		YES	
16	Often parts are ordered and shipped to the contractor for installation. What processes is used by the contractor to ensure that the proper grades of corrosion resistant materials are supplied with the equipment delivered to the site?		YES	
17	If the specified permeate water quality requirements are not met when the skid is started up, what steps will the contractor take to ensure that the performance conditions are met?		YES	
18	This project requires new pressure vessels to be installed within an existing skid. Describe the steps taken to ensure the side ports match up to the piping manifold ports.		YES	
19	Should pressure vessels develop a warranty issue within the first year of operation, the contractor will be asked to remedy the vessel under the warranty claim. Describe the contractor's procedure for addressing the warranty defect, opportunity to expedite a remedy, and steps to take to maintain operation of the skid while the defective vessel is being remedied.		YES	
20	Additional 316L stainless steel spool pieces will be required to fit the new control valves and energy recovery devices within the existing trains. Describe the construction methodology for field measurements, pipe fitting, and full immersion pickling and passivation to ensure the pipe constructed will properly fit the new equipment and carry the corrosion resistant characteristics.		YES	
21	Describe the contractor's process for integrating new SCADA program updates within an existing system. Discuss the responsibility for subcontractor performance and overall skid operation.		YES	
22	What steps will be taken for performance testing and verification of the v-port ball valve operation and control?		YES	

ADDENDUM #1 REVISED

Attachment B - Mandatory Scored Questions

23	Describe the field tests and manufacturer certification to be conducted for the energy recovery devices before and after installation?		YES	
24	Should disinfection of one skid leak to another membrane skid and the installed membranes get exposed to disinfection chemicals, what steps will the contractor take to prevent this exposure or mitigate membrane damage for the elements exposed to the chemicals?		YES	
25	How will the contractor ensure piping systems are stable and well supported? Describe your approach to achieving proper support for skid related piping.		YES	
26	Should pressures testing indicate a leak within piping, what steps will the contractor use to repair the leak and what timing should be anticipated for a full repair?		YES	
27	Describe a plan of action to preserve membrane elements on a skid when a piping repair prohibits water flowing through the vessels.		YES	
28	Provide a description of two completed retrofit and membrane replacement projects that are similar to this contract.		YES	
29	In what ways will the contractor coordinate with the owner prior to skid shut down, during construction repairs, during skid start-up, and after skid start-up?		YES	

Addendum # 2
eRFP # 20210034
James E. Anderson Reverse Osmosis Water Treatment Membrane Replacement
April 1, 2021

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

1Q.) What is the budget amount or engineers estimate for this project?

1A.) Estimated Schedule and Costs:

FY 20/21 Phase A (skids 1-3)	\$801,000.00
FY 21/22 Phase B (skids 4 & 5)	\$399,600.00
FY 22/23 Phase C (skids 6-8)	\$588,150.00
FY 23/24 Phase D (skids 9-10)	\$399,600.00
Misc. ERD upgrades	\$198,000.00
Total Construction	\$2,189,250.00
Total Bid	\$2,254,950.00

Addendum # 3
eRFP # 20210034

James E. Anderson Reverse Osmosis Water Treatment Membrane Replacement
April 26, 2021

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

CLARIFICATION/MODIFICATIONS:

Item #1: Changes to the Specifications

- Section 2.03A and 2.03F Feed, Concentrate and Permeate Piping, Section 2.06A Train Instrument Panel, Section 3.01A.3.a Installation - **Delete references to project drawings**

QUESTIONS AND ANSWERS:

1Q.) Section 1.10 Miscellaneous Services lists 14 possible items that may be requested by the City, but the Cost Proposal Form only allows for one lump sum price. It is not possible to provide pricing for all of those requested services as currently detailed on the Cost Proposal Form. Section 1.10 Miscellaneous Services and Cost Proposal Form.

1A.) This item is a general list of miscellaneous additional items that may be requested by the City throughout the duration of the contract. The City will carry an allowance for this bid item so there is no need for bidders to include any pricing for this line item on the bid form. Please leave the line item blank.

2Q.) The specifications reference project drawings in multiple sections. However, no drawings were provided with the bid documents available for download from Onvia. Please provide a copy of the referenced project drawings. Section 2.03A and 2.03C Feed, Concentrate and Permeate Piping, Section 2.06A Train Instrument Panel, Section 3.01A.3.a Installation

2A.) **The reference to project drawings are inaccurate. No drawings will be provided for the piping replacement on the trains as it is to be completed to include the following revisions:**

ERD Upgrades for the Skids 1-3 to include an automated bypass control valve and new ERD connections

Permeate manifolds shall be replaced with 316 stainless steel to match skids 4-10

Permeate collector tubes shall be replaced with Schedule 80 PVC fittings, sample port connections, unions, and pipe to match skids 4-10

Train instrument upgrades and local display readouts shall be incorporated into the existing skid instrument panels

Pressure vessel sample tubing and valves for the added vessels shall be incorporated into the existing skid sample panels

3Q.) The specifications reference the MES specification in multiple locations, but that document was not provided for reference in the bid documents available for download from Onvia. Please provide a copy of the MES specification. Section 1.08A Performance Testing and Section 2.08A.4 Spare Parts.

3A.) The MES Specifications are available and have been included within this addendum.

4Q.) Please confirm that the city will perform bacteriological testing onsite and advise if the contractor will be back charged for testing.

4A.) The contractor will pull the bacteriological samples per 3.02 C 4, the City will provide lab analysis of the samples and the sample bottles, the contractor will not be back charged.

5Q.) Please confirm that the city will perform water quality testing and advise if the contractor will be back charged for testing.

5A.) One suite of samples will be taken by the MES for each 8-hour test, the analysis will be performed and paid for by the City, the contractor will not be back charged.

6Q.) Please advise if the owner will provide trash dumpsters for membrane element packaging debris and disposal of spent elements?

6A.) It is the contractor's responsibility to provide dumpsters and dispose of the packaging debris and spent elements offsite. The owner will not provide.

7Q.) Please confirm that the owner will cover costs associated with the membrane element suppliers' onsite services.

7A.) Confirmed.

8Q.) Are costs associated with the miscellaneous services described in Part 1, section 1.10 to be determined after bid?

8A.) Yes, the costs will be determined after bid, please leave this blank.

SECTION III

DESCRIPTION OF SERVICES TO BE PROVIDED

SCOPE OF WORK

The City of Port St. Lucie is preparing to replace aging reverse osmosis (RO) membrane elements in skids 1-10 at the James E. Anderson Water Treatment Plant (WTP) on a phased schedule. Skids 1-10 each operate with a two-stage, 32:16 array configuration with the first stage consisting of thirty-two (32) pressure vessels and the second stage consisting of sixteen (16) pressure vessels. Each pressure vessel houses seven (7) membrane elements for a total of three hundred thirty-six (336) membrane elements per skid. The City has a Contractor under selection for physical upgrades to the existing skids and installation of the membrane elements, this Contract is for supplying membrane elements, interconnects, supervising installation, and delivery of all elements listed to the WTP site.

Contractor/Membrane Element Supplier (MES) shall provide all materials and services as required to manufacture, factory wet test, deliver, store as well as supervise installation and testing for three thousand three hundred sixty (3360) new 8-inch diameter brackish water membrane elements (336 per skid) for skids 1-10 at the James E. Anderson Water Treatment Plant (WTP) in accordance with the requirements specified herein.

The City of Port St. Lucie desires to enter into a lump sum contract with one Contractor/MES to replace aging RO membrane elements in skids 1-10 on a four phased schedule. This contract establishes the purchase, delivery, and installation supervision of membrane elements for all skids on a phased schedule as shown in the table below. Future purchases are anticipated to take place within each fiscal year outlined below. For reference, the City’s fiscal year starts on October 1 and closes on September 30 each year. Bidder shall provide guaranteed pricing for each year and bid must be on a measurement payment schedule. Escalation factors or cost per install will not be excepted. Bid pricing shall account for and include the net present value of any additional future costs anticipated.

Membrane Replacement Phasing Schedule

Phase	Trains Upgraded/ Membranes Replaced	Anticipated Fiscal Year
Phase A	Trains 1-3	FY 20/21
Phase B	Trains 4-5	FY 21/22
Phase C	Trains 6-8	FY 22/23
Phase D	Trains 9-10	FY 23/24

PART 12 - GENERAL

12.01 SCOPE

- A. This specification provides the design parameters for the purchase and supervision of installation of RO membrane elements. The scope of work includes purchase, delivery, and installation supervision of membrane elements for all 10 skids. This includes materials and services required to manufacture, factory wet test, deliver, store as well as supervise installation and testing for three thousand three hundred sixty (3360) new 8-inch diameter brackish water membrane elements (336 per skid) for skids 1-10.
- B. With membrane replacement, only one membrane skid will be allowed to be offline at a time. The skid taken offline must be placed back into service prior to taking the second membrane skid out of service. Each membrane skid shall successfully complete all the testing requirements listed in **Part 12** of this specification prior to being placed into service.
- C. Scope of Supply
 - 1. The Contractor/Membrane Element Supplier (MES) shall be responsible for providing all materials and services associated with the project including but not limited to:
 - a. Submittals
 - 1) Wet Testing and Report Data
 - 2) Data Normalization Program
 - 3) Delivery of Membranes
 - 4) On-site Representative to Supervise Membrane Installation, Performance Testing and Start-Up
 - 5) Performance Test Results Report
 - 6) Warranty and Guarantees
 - 2. Shop drawings and instrumentation requirements, including membrane projections for the membrane elements, shall be submitted to establish compliance with these specifications.
 - 3. All necessary instrumentation to maintain the membrane warranty shall be listed in the submittals. Any additional instrumentation equipment not currently being utilized on skids 1-10 shall be implemented at the City's discretion with City funds. The current monitored parameters include:
 - a. Feed Pressure
 - b. Interstage Pressure
 - c. Concentrate Pressure
 - d. First Stage Permeate Pressure
 - e. Total Permeate Pressure
 - f. Feed Conductivity
 - g. Concentrate Conductivity
 - h. First Stage Permeate Conductivity (Manual Sample)
 - i. Total Permeate Conductivity
 - j. Concentrate Flow Rate
 - k. Second Stage Permeate Flow Rate
 - l. Total Permeate Flow Rate
 - m. Raw Water Temperature
 - 4. Complete product literature including design specifications for the membrane elements shall be submitted.

5. Performance test data on all membranes shall be submitted in accordance with **Part 14.03** of this specification.
6. The MES shall submit in writing complete software projections including: the membrane make/model, flux rates, recovery, and product water quality based on the raw water quality provided in **Part 12.02**. The projections shall include simulations for 1-year, 3-year, and 5-year designs using a fouling factor of 0.75 at 5 years and using a salt passage of 5% per year. A 5-year membrane life cycle analysis and membrane warranty requirements shall also be included. Design projections, calculations and other pertinent documentation shall be submitted to the City with the Manufacturer's bid.

12.02 WATER QUALITY AND PERFORMANCE REQUIREMENTS

(BALANCE OF PAGE INTENTIONALLY LEFT BLANK)

A. Raw Water Quality

Parameter	Unit	Design Raw Water Quality
Alkalinity, Total	mg/L as CaCO ₃	153
Aluminum	mg/L	0.03
Bicarbonate	mg/L as CaCO ₃	153
Barium	mg/L	0.07
Boron	mg/L	0.29
Bromide	mg/L	6.9
Calcium	mg/L	178
Carbon Dioxide	mg/L	6.8
Chloride	mg/L	1,930
Color	CPU	5.5
Conductivity	uS/cm	6,730
Fluoride	mg/L	0.77
Total Sulfide	mg/L	4.6
Iron, total	mg/L	Not detected
Magnesium	mg/L	162
Manganese, total	mg/L	Not detected
Nitrate	mg/L	Not detected
Potassium	mg/L	34.4
Silica Dioxide	mg/L	14.3
Sodium	mg/L	972
Strontium	mg/L	20.5
Sulfate	mg/L	255
TOC	mg/L	1.67
Total Dissolved Solids	mg/L	4,800
Total Phosphate as P	mg/L	Not detected
Temperature	Celsius	25-27 degrees
Turbidity	NTU	1.65
pH		7.50

B. Performance Requirements

Item	Unit	Quantity
Minimum Recovery	%	80
Permeate Production Capacity per Skid	mgd	2.0
1 st Stage Feed Pressure to Produce Design Permeate	psi	181
Maximum 1st Stage Permeate Back Pressure	psi	20
Total Combined Maximum Permeate TDS Concentration (1st and 2nd stages)	mg/L	200
Maximum Average Flux Rate per Stage	gfd	18.0
Maximum Total Combined Chloride	mg/L	100
Maximum Permeate Calcium	mg/L	5
Maximum Permeate Sodium	mg/L	70

12.03 QUALITY ASSURANCE

- A. The MES shall assume responsibility for all requirements within these specifications. The membrane elements shall be products of, and/or warranted by the MES. The MES shall be responsible for providing all required submittals and start-up assistance as detailed within this specification.

12.04 POST-MANUFACTURING SUBMITTALS

- A. The manufacturer shall submit wet test data on the manufactured individual membrane elements to be shipped for installation. All membrane elements shall be subject to approval prior to shipping from the factory.
- B. The wet test data submitted shall contain performance testing results as well as salt rejection rate, flux rate tested, serial numbers and other pertinent data to demonstrate each individual membrane’s performance and compliance with these specifications.
- C. Membranes shall not be shipped prior to approval and acceptance of wet test data by the City or City’s Representative.

12.05 DELIVERY, STORAGE, AND HANDLING

- A. The MES shall provide delivery of the new membrane elements to the City’s James E. Anderson Reverse Osmosis Water Treatment Plant in Port St. Lucie, FL. The MES shall be solely responsible for the shipment and delivery to the Water Treatment Plant, unloading, handling, and storage of the membrane elements will be provided by the Contractor. The City will provide for storage of one (1) set of 336 membrane elements for up to one (1) week prior to the installation. Any additional storage shall be provided by the MES. This cost shall be included in the price of the membrane elements.

PART 13 - PRODUCTS

13.01 MATERIALS AND EQUIPMENT

- A. Membrane Elements
 - 1. The brackish water membrane elements shall be manufactured by Toray Membrane USA model TMG20D-440.

The membrane material shall be a thin film composite, polyamide complete with an integral anti-telescoping device. The membrane elements shall be nominally eight (8) inches in diameter and forty (40) inches in length and comply with the following parameters:

- a. Minimum Active Membrane Area: 440 ft²
 - b. Minimum Salt Rejection: 99.5%
 - c. Withstand a Maximum Cleaning Temperature: 113 °F (45 °C)
 - d. Withstand a Cleaning pH Range: 1-13
 - e. Withstand an Operating pH Range: 2-11
 - f. Minimum Flow Spacer: 28 mil (0.7 mm)
 - g. Minimum Flow Rate per Membrane Element: 11,200 gpd
 - h. Maximum Pressure Drop per Membrane Element: 15 psi
2. All membrane elements shall be NSF 61 approved for drinking water application. The MES shall submit the NSF 61 approval for the respective membrane elements.
 3. The membrane elements shall be capable of meeting the performance requirements specified in **Part 12.02**. Failure to meet the performance requirements shall result in rejection of the membrane elements. In the event that the membrane skid doesn't meet the performance requirements, the MES may elect to replace all the membranes or a portion of the membranes within that skid in order to meet the performance requirements. All replacement labor, equipment and testing associated with remedying the performance deficiencies shall be at the expense of the MES.
 4. All brine seals, o-rings, inter-connectors, gaskets and other seals required for complete installation and operation of the membrane skids shall be provided by the MES.
- B. End Adaptors
1. The MES shall provide permeate tube size information for the City to confirm all end adaptors for the existing pressure vessels are acceptable for continued use. If end adaptors are required, the City will provide the end adaptors as required to ensure proper installation and operation of the membrane elements by the OEM.
- C. Spare Parts
1. The MES shall include sufficient spare seals, gaskets and inter-connectors per the Manufacturer's recommendation. At a minimum, the following spares shall be provided:
 - a. Twenty-four (24) o-rings of each size needed for installation
 - b. Ten (10) brine seals
 - c. Twelve (12) inter-connectors
 - d. Spare parts shall be labeled

PART 14 - EXECUTION

14.01 INSTALLATION

- A. The MES shall furnish the services of a competent and experienced representative to supervise and instruct the installation of the membrane elements by the City's selected Contractor/(OEM). The MES representative shall have complete knowledge of proper installation and operation of brackish RO systems.
- B. The City shall provide an experienced Contractor/OEM and adequate labor to load membrane elements for each skid. The City Contractor/OEM and MES shall record all serial numbers in order of installation of the membrane skid.

- C. The MES shall furnish any materials and labor required for custom or special-order loading of membrane elements. The OEM is responsible for loading the membranes only. Any sorting of membrane elements or special arrangement for loading the membranes shall be the responsibility of the MES.

14.02 INSTALLATION INSPECTION

- A. At the completion of installation of the membrane elements, the MES representative shall inspect the installed membrane elements and perform the necessary testing to ensure that the membranes are ready for startup.
- B. The MES shall give, in writing to the City, a written report certifying proper installation and provide three (3) days' notice that the skid is ready to undergo the performance test.

14.03 MEMBRANE PERFORMANCE TESTING

- A. Test Duration
 - 1. A three (3) day (8 hours per day) performance demonstration test shall be conducted by the MES to monitor and demonstrate the performance of the new membrane elements and make minor adjustments to the equipment. The test shall be coordinated with the City.
 - 2. If the plant is shut down for any reason, other than those listed below, the respective day's testing shall be restarted on the following day. If the test is interrupted for the following reasons, the period elapsed while the plant is not operating shall not penalize the MES performance test however, the downtime shall be added to the duration of the daily test.
 - a. Loss of feed water delivered to the membrane elements for reasons beyond the control of the City.
 - b. Loss of power to the membrane system for reasons beyond the control of the City.
 - 3. The entire three (3) day test must be completed and accepted by the City prior to placing the membrane skid back into service.
- B. Supervision of Performance Testing
 - 1. The MES shall be responsible for the onsite supervision of the performance testing and all start-up activities as required, to ensure the equipment is operated in accordance with the manufacturer's recommendations.
 - 2. A competent and knowledgeable MES representative will be required to be on-site approximately eight (8) hours for each of the three (3) days while each skid is completing the performance testing.
- C. Test Conditions
 - 1. Each membrane skid shall be tested for the duration listed above under the water quality and performance requirements within **Part 12.02** of this specification. Each parameter shall be maintained throughout the entire performance test as demonstrated by the sample analysis.
 - 2. Prior to starting the performance testing, the City's Contractor/OEM shall provide a temporary piping system to direct the test water to the storm water retention pond.
- D. Water Quality Sampling
 - 1. During the entire test duration, instrument readings and samples shall be taken every one (1) hour by the MES for the following parameters to demonstrate compliance with the performance requirements. The parameters to be sampled every hour include:
 - a. Feed Conductivity
 - b. Interstage Conductivity

- c. Concentrate Conductivity
 - d. 1st Stage Permeate Conductivity
 - e. 2nd Stage Permeate Conductivity
 - f. Total Permeate Conductivity
 - g. Vessel Permeate Conductivity (all 48 vessels per skid)
 - h. Feed Pressure
 - i. Interstage Pressure
 - j. Concentrate Pressure
 - k. 1st Stage Permeate Pressure
 - l. Total Permeate Pressure
 - m. Concentrate Flow Rate
 - n. 2nd Stage Permeate Flow Rate
 - o. Total Permeate Flow Rate
 - p. Raw Water Temperature
2. During each eight (8) hour test, the MES shall coordinate the collection of one suite of samples for the feed, permeate and concentrate streams. These samples shall be submitted to the City's preferred lab for analysis of the parameters identified in **Part 12.02**. The City shall provide and pay for sampling and lab analysis of three sampling events per skid. Additional sampling events required due to failure to maintain performance test parameters identified in **Part 12.02** shall be the responsibility of the MES.
- a. The City shall arrange for the collection of samples and laboratory analysis of these water samples at a state certified laboratory approved by the City. All sample analyses shall be completed, and the results delivered to the City by the laboratory within twenty-one (21) days after sample collection. The City shall forward all lab results directly to the MES upon receipt. If necessary, all deficient parameters will be noted by the City/Engineer and the respective testing shall be repeated at the MES' expense until satisfactory results are obtained.
- E. Bacteriological Testing
- 1. At the completion of installation of the membrane elements, the membrane skid shall begin bacteriological testing and clearance.
 - 2. The membrane skid shall have two (2) consecutive acceptable bacteriological test reports taken at 24-hour intervals.
 - 3. The City's selected Contractor/OEM shall be responsible for clearance of the membrane skid including taking samples and disinfecting the unit. The City shall provide lab analysis of the bacteriological samples and distribute results to the MES.
- F. Test Report
- 1. At the completion of the performance testing of each skid, the MES shall prepare a test report which shall include the following information for each element: membrane serial number, date of test, test conditions (temperature, pressure, feed water composition, recovery), water quality analyses, test results (salt rejection, membrane productivity, specific flux), and observations during the testing process.
 - 2. The test report should include the normalized data as prepared by the MES' data normalization program. All data shall be presented in raw format as well as normalized data.

3. The test report shall be submitted to the City within twenty-one (21) days of the completion of the performance test and demonstrate compliance with the performance requirements specified in **Part 12.02**. The report shall also include a log of any operational events including membrane unit downtime and causes as well as operator observations.
- G. Performance Test Acceptance Criteria
1. Acceptance of the performance test by the City shall be based on the demonstrated ability of the membrane elements to meet all of the performance requirements in **Part 12.02** consistently throughout the duration of the test.
 2. Following successful completion of the performance testing and submittal of the test report by the MES, the City shall notify the MES in writing of final acceptance of the installed membranes via certified letter.
 3. Performance testing that does not meet the performance requirements listed within this Specification shall be repeated by the MES at no cost to the City. All necessary additional labor, sampling and lab analyses shall be at the expense of the MES.
 4. If the performance testing fails to demonstrate compliance with the specified performance requirements, the test shall be restarted. In the event any of the guarantees cannot be met, the MES shall be responsible for making any changes required in order to meet the guarantees. Following the completion of any required changes, the test shall be repeated.
 5. All necessary labor required substituting membrane elements or custom load elements shall be at the expense of the MES and no cost to the City.

-END OF SECTION-

HOURS OF SERVICE

Work shall be performed by the Contractor (MES) between the hours of 7:00 am and 5:00 pm Monday thru Friday. Any work performed by the Contractor (MES) outside of the aforementioned time limit requires special authorization by the City and requires that the Contractor (MES) obtain a noise permit from the City Police Department. All equipment operated at night shall comply with the noise levels established by the City of Port St. Lucie noise ordinance. Any additional costs associated with work outside of the hours of work allowed shall be borne by the Contractor (MES). This shall include, but not be limited to costs of inspection, testing, police assistance, and construction administration.

-END OF SECTION-

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Addendum # 4
eRFP # 20210034
James E. Anderson Reverse Osmosis Water Treatment Membrane Replacement
April 27, 2021

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

MODIFICATIONS:

Due to the number of questions, the City has extended the bid opening date from **April 29, 2021 to May 7, 2021 @ 2:00 pm.**

Bid Opening Location: 121 SW Port St. Lucie Blvd., Port St. Lucie, Florida, 34984, City Hall (Building A)
3rd Floor, Suite 390, OMB Conference Room.

NOTE: THE BID OPENING DATE HAS CHANGED

Addendum # 5
eRFP # 20210034
James E. Anderson Reverse Osmosis Water Treatment Membrane Replacement
April 28, 2021

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

QUESTIONS AND ANSWERS:

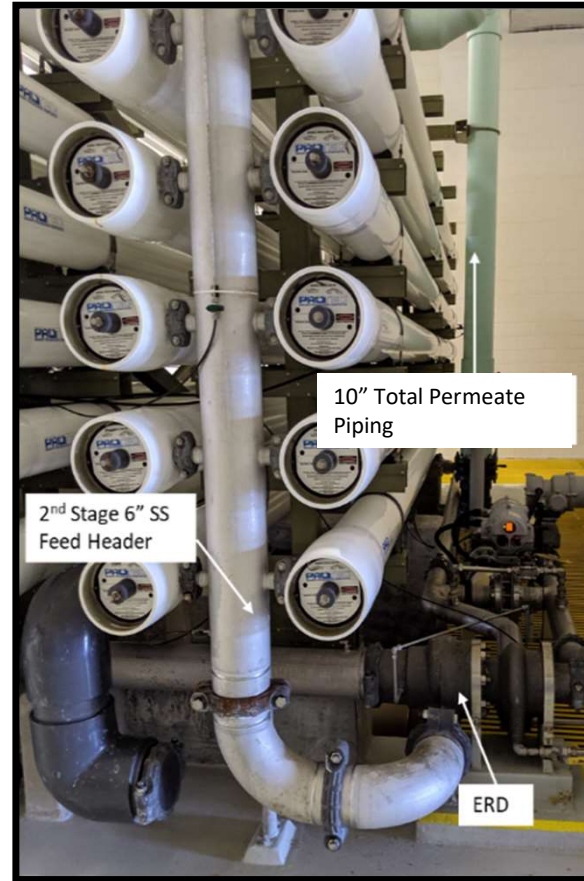
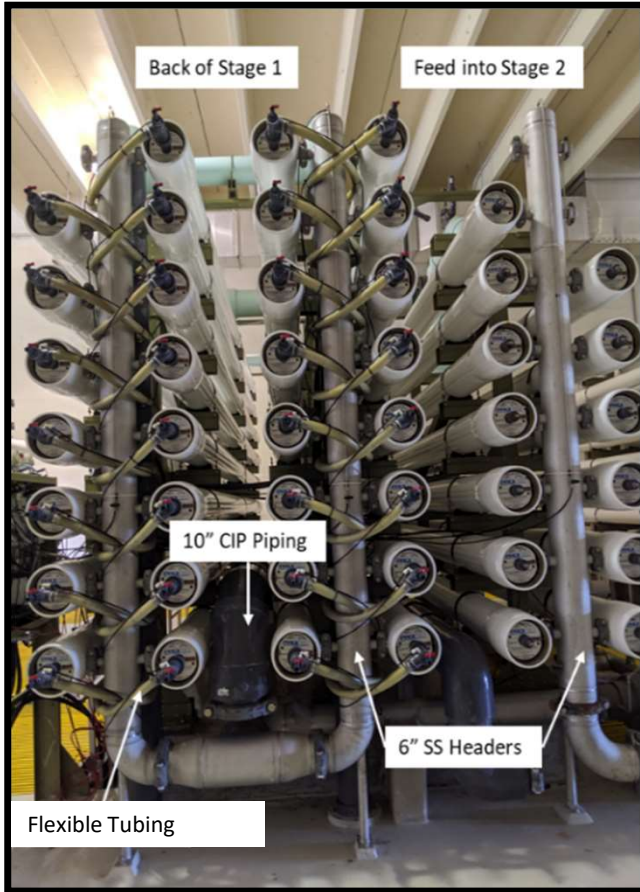
1Q.) Answer 2A of Addendum #3 states that the piping modifications to Trains 1-3 are to match the existing piping on Trains 4-10. Please provide the As-Built drawings for all of the Trains so we can determine what piping needs to be replaced and/or modified in order to meet the requirements of the specifications. Please include As-Built drawings for the existing skid instrument and sample panels as well.

1A.) As-built drawings do not show sufficient detail of specific skid layout and piping. See attached photos and description of sizes of the scope of work referenced in Answer 2A.

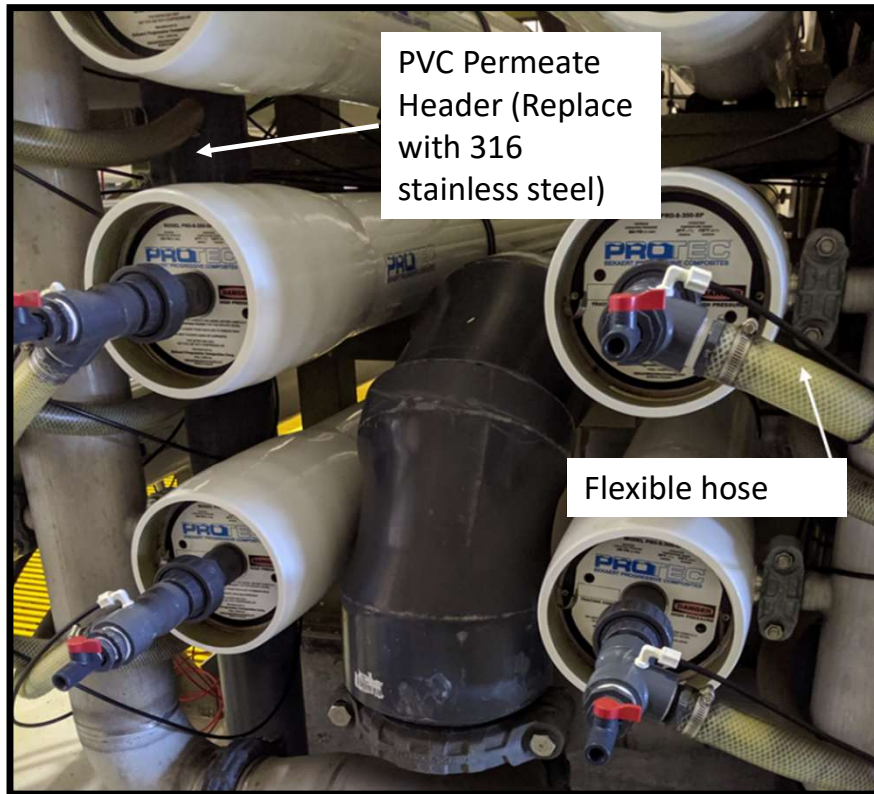
2Q.) Please provide a 2-week bid extension once the As-Built drawings have been provided.

2A.) Answer: The Bid Opening has been extended one week via Addendum #4. One week is a sufficient enough time extension.

NOTE: THE BID OPENING DATE HAS NOT CHANGED



Skid 1: Back of Skid 1 (Left). Stage 2 and ERD (Right)

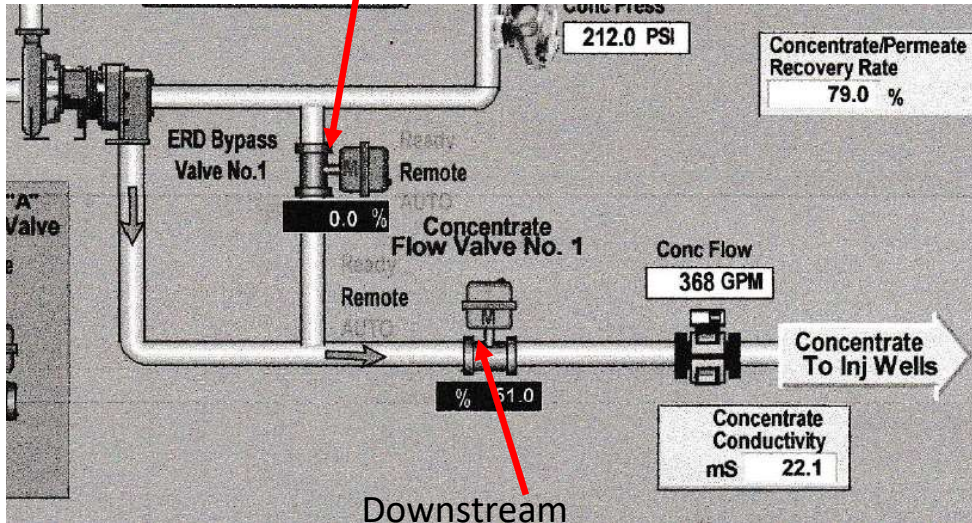


1.25" Permeate Piping and 1/2" Sample Valve. Skids 1-3 (Left). Skids 4-10 (Right)



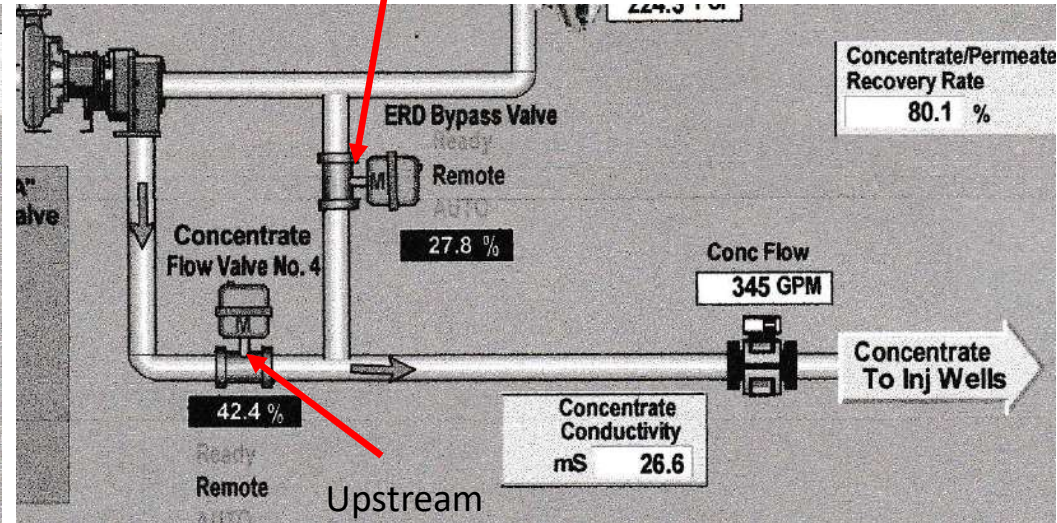
Concentrate Piping and ERDs. Skids 1-3 device (Left). Skids 4-10 device (Right)

Butterfly Valve



Downstream
of bypass

V-port Ball
Control
Valve



Upstream
of bypass

Skids 1-3 process flow (left). Skids 4-10 process flow (right). Figures above meant to show process flow ONLY, do not use pressure, %open, flow, and water quality information from snapshots above.

Skids 1-3 operate with an ERD that is accompanied with a bypass line and butterfly ERD bypass valve **upstream** of the v-port ball total concentrate control valve. Skids 4-10 have the bypass line with a modulating v-port ball bypass control valve **downstream** of the v-port ball total concentrate control valve to control the bypass flow automatically during operation. Configuration of trains 1-3 will be modified to add a v-port ball control valve on the bypass line, and relocate concentrate control valve upstream of bypass to match the configuration of skids 4-10.



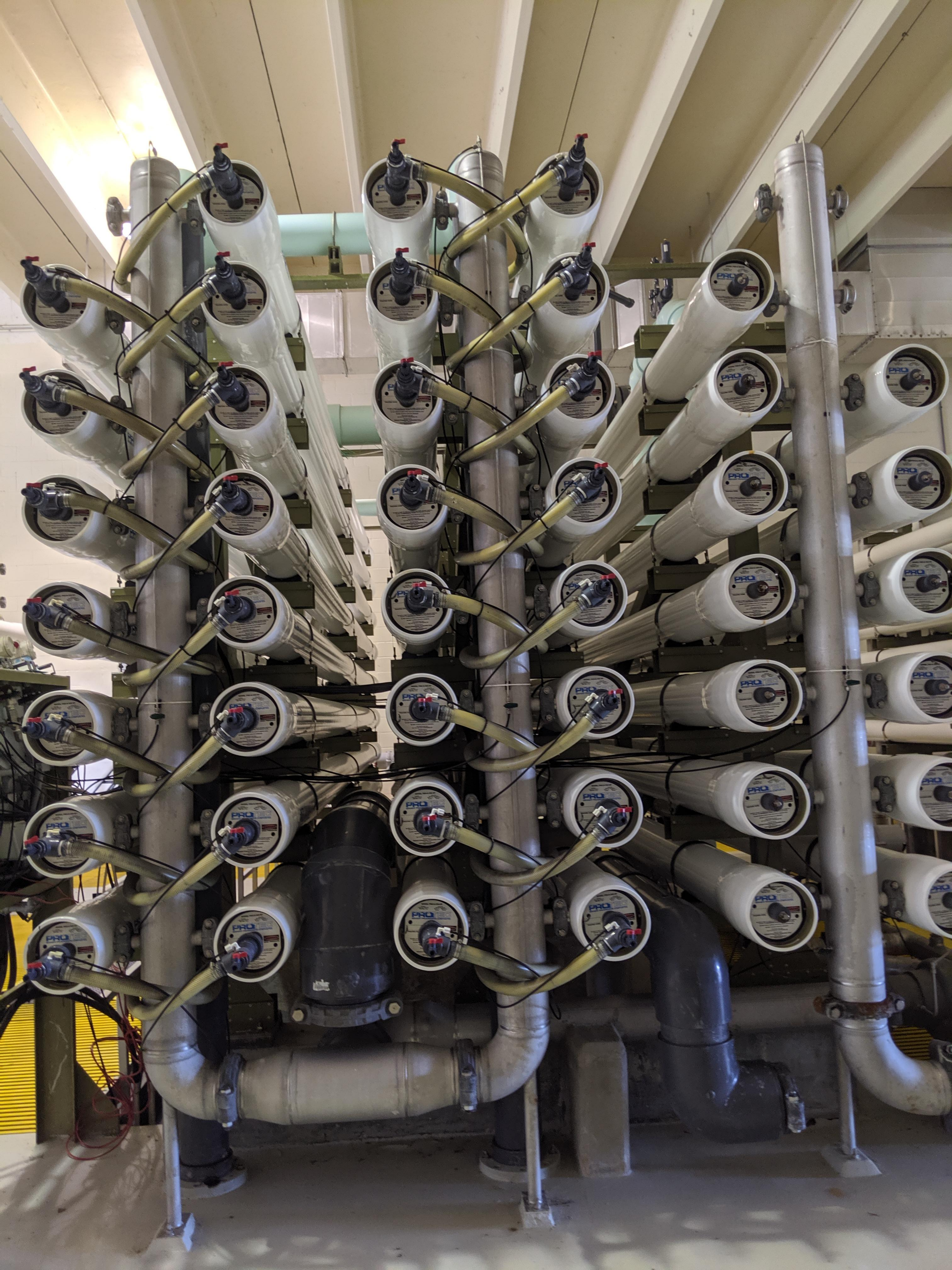
Skids 1-3 sample panel





Skids 1-3
instrument
panel







CNT →

CNT →



PRU

PRU

PRU

CLNP

PRU



1 2 3 4 5 6 7 8 9 10 11 12 13 14 15

16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

32 33 34 35 36 37 38

39 40 41 42 43 44

45 46 47 48

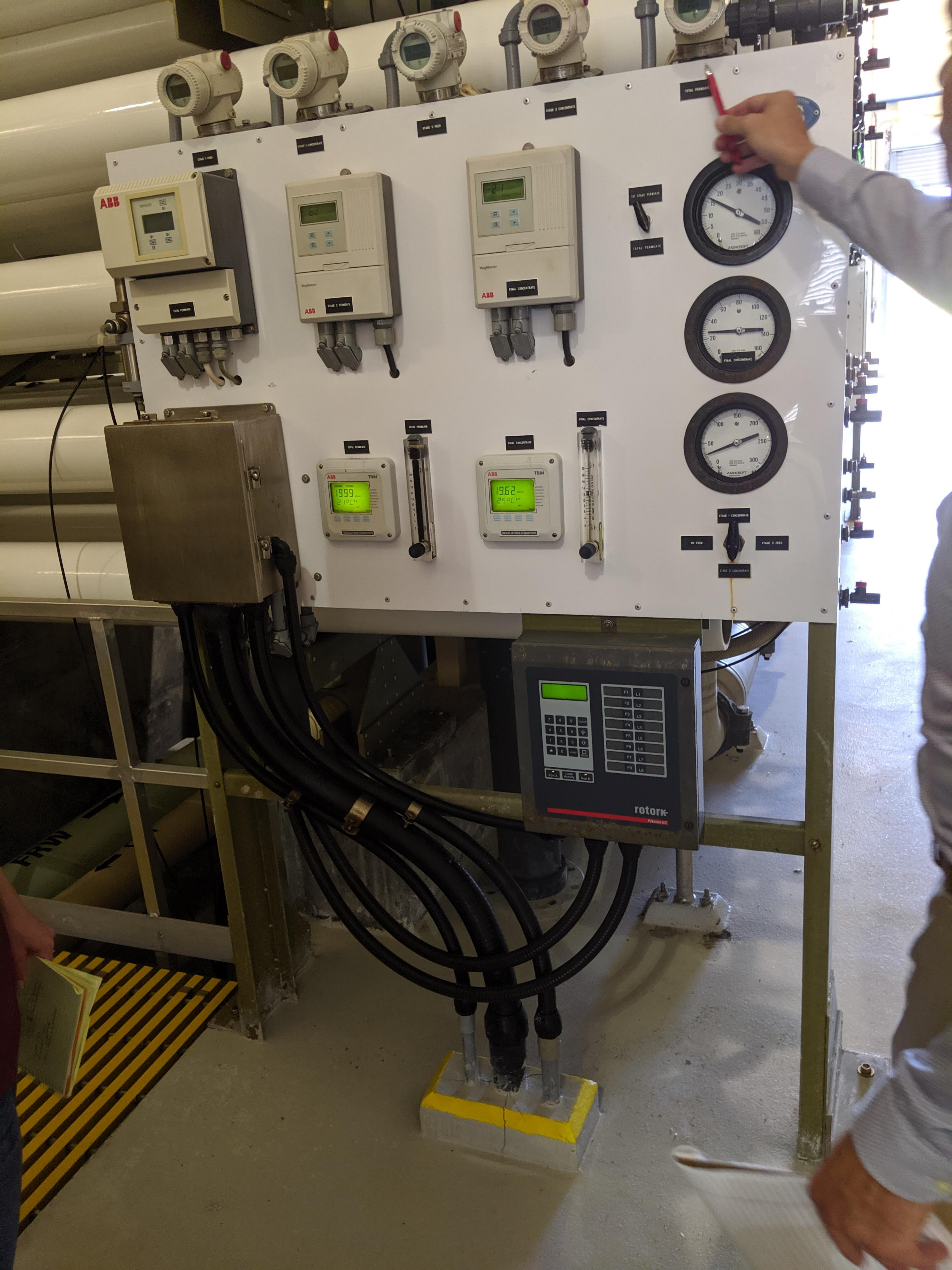


ABB
MAGMASTER
TOTAL PERMEATE

ABB
MAGMASTER
STAGE 2 PERMEATE

ABB
MAGMASTER
FINAL CONCENTRATE



ABB TDB4
1999
21.90°C
TEMPERATURE



ABB TDB4
1962
25.90°C
TEMPERATURE



STAGE 1 CONCENTRATE
NO FEED
STAGE 2 CONCENTRATE
STAGE 3 FEED

rotork
P4000 DE

P1	L1
P2	L2
P3	L3
P4	L4
P5	L5
P6	L6
P7	L7
P8	L8

7 8 9
4 5 6
1 2 3
0

Stop
Run
Fault

Addendum # 6
eRFP # 20210034
James E. Anderson Reverse Osmosis Water Treatment Membrane Replacement
May 5, 2021

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

Due to the Bid Opening being extended the following EVALUATION dates **have changed.**

Initial Evaluation Committee Meeting to Review Scored Proposals –
~~May 13, 2021~~ **May 18, 2021 @ 1:30 PM**

2195 SE Airoso Blvd, Port St. Lucie, FL 34984 (City of Port St. Lucie's Community Center) in the CEOC Room.

Attendance is: Non-Mandatory

BIDDERS WHO PLAN ON ATTENDING MUST RSVP AHEAD OF TIME TO ENSURE SOCIAL DISTANCING GUIDELINES ARE MET.

Validation Evaluation Committee Meeting and Presentations – IF
NEEDED – ~~May 18, 2021~~ **May 24, 2021 @ 1:30 PM**

2195 SE Airoso Blvd, Port St. Lucie, FL 34984 (City of Port St. Lucie's Community Center) in the CEOC Room.

Attendance is: Non-Mandatory

BIDDERS WHO PLAN ON ATTENDING MUST RSVP AHEAD OF TIME TO ENSURE SOCIAL DISTANCING GUIDELINES ARE MET.

NOTE: THE BID OPENING DATE HAS NOT CHANGED

Addendum # 7
eRFP # 20210034
James E. Anderson Reverse Osmosis Water Treatment Membrane Replacement
May 7, 2021

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

- Question – Is the city planning to retrofit the remaining auto shims vessels to a standard permeate port and manual shims? If so please provide an estimate of how many vessels have the autoshim port.
 - **Answer: Yes the autoshim will be replaced with standard permeate port and manual shim. All the vessels in Trains 1-3 currently have the autoshim port, which is 132 vessels total (44 vessels per train).**
- Question – Spec section 2.01, page 8 - Protec vessels, model PRO-8-300-SP-7 meet the engineers qualifications listed in these specifications. Will this Protec vessel be accepted as an approved alternate to the Pentair vessel? A drawing of this vessel is attached noting the material of construction of all the parts. Please note that our side ports are made of machined 316L SST pipe vs a lower grade cast equivalent. All vessels are made to ASME standard with optional stamping. Please state what other information should be selected to prove technical equality.
 - **Answer: No alternates will be allowed for the new vessels.**
- Question – Has the city specified the membrane element they plant to use? If so please provide for selection of the membrane adapter.
 - **Answer: Toray TMG20D-440 is the selected membrane element, which has a 1.125” adapter.**
- Question – What membrane adapter size is currently in use at the plant and will those be reused for the new membranes?
 - **Answer: Toray TMG20D-430 is currently in use, the adapters are 1.5” so they will not be reused.**

NOTE: THE BID OPENING DATE HAS NOT CHANGED

Addendum # 8
eRFP # 20210034
James E. Anderson Reverse Osmosis Water Treatment Membrane Replacement
May 7, 2021

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

THE CITY HAS EXTENDED THE BID OPENING TO MAY 19TH, 2021 @ 2:00 PM.

Bid Opening Location: 121 SW Port St. Lucie Blvd., Port St. Lucie, Florida, 34984, City Hall (Building A) 3rd Floor, Suite 390, OMB Conference Room.

Due to the Bid Opening being extended the following EVALUATION dates have changed.

Initial Evaluation Committee Meeting to Review Scored Proposals – ~~May 18, 2021~~ JUNE 3, 2021 @ 1:30 PM

2195 SE Airoso Blvd, Port St. Lucie, FL 34984 (City of Port St. Lucie's Community Center) in the CEOC Room.

Attendance is: Non-Mandatory

BIDDERS WHO PLAN ON ATTENDING MUST RSVP AHEAD OF TIME TO ENSURE SOCIAL DISTANCING GUIDELINES ARE MET.

Validation Evaluation Committee Meeting and Presentations – IF NEEDED – ~~May 24, 2021~~ JUNE 10, 2021 @ 1:30 PM

2195 SE Airoso Blvd, Port St. Lucie, FL 34984 (City of Port St. Lucie's Community Center) in the CEOC Room.

Attendance is: Non-Mandatory

BIDDERS WHO PLAN ON ATTENDING MUST RSVP AHEAD OF TIME TO ENSURE SOCIAL DISTANCING GUIDELINES ARE MET.

NOTE: THE BID OPENING DATE HAS BEEN CHANGED

Addendum # 9
eRFP # 20210034
James E. Anderson Reverse Osmosis Water Treatment Membrane Replacement
May 18, 2021

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

THE CITY HAS EXTENDED THE BID OPENING TO MAY 26TH, 2021 @ 2:00 PM.

Bid Opening Location: 121 SW Port St. Lucie Blvd., Port St. Lucie, Florida, 34984, City Hall (Building A) 3rd Floor, Suite 390, OMB Conference Room.

Due to the Bid Opening being extended again, both evaluation meetings below have been CANCELLED at this time until further notice.

- **Initial Evaluation Committee Meeting to Review Scored Proposals – JUNE 3, 2021 @ 1:30 PM**
- **Validation Evaluation Committee Meeting and Presentations – IF NEEDED JUNE 10, 2021 @ 1:30 PM**

NOTE: THE BID OPENING DATE HAS BEEN CHANGED

Addendum # 10
eRFP # 20210034
James E. Anderson Reverse Osmosis Water Treatment Membrane Replacement
May 19, 2021

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

- The City will conduct a Site Visit at James E. Anderson which is located at 6901 LTC Pkwy, Fort Pierce, FL 34986 on May 20, 2021 @2:00 PM.

NOTE: THE BID OPENING DATE HAS BEEN CHANGED