



## **CITY OF PORT ST. LUCIE**

**Sealed Electronic Proposal #20190087  
Request for Proposals (RFP)**

# **FLEET VEHICLE / EQUIPMENT MAINTENANCE AND MANAGEMENT SERVICES**

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## **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 RFP is advertised on DemandStar, until the time an award decision has been approved by City Council and fully executed by all parties. Such contact may result in the vendor being disqualified. All contact must be coordinated through Ms. Lenora Sevillian, for the procurement of these services.***

*All questions regarding this RFP or Solicitation are to be submitted in writing to Lenora Sevillian, Division Director - Procurement Management via e-mail [lsevillian@cityofpsl.com](mailto:lsevillian@cityofpsl.com), or by phone 772-871-7390. Please reference the RFP/Solicitation number on all correspondence to the City.*

*All questions, comments and requests for clarification must reference the RFP/ 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 (general information, question and responses) to this RFP will be made available exclusively through the DemandStar website for retrieval. Proposers are solely responsible for frequently checking this website for updates to this RFP.***

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

## **1.0 INTRODUCTION & INTENT**

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

The City presently has an active inventory of vehicles and equipment attached to this RFP.

The City's Facility Maintenance Director or his designee shall be the points of contact with the awarded Contractor and will act on behalf of the City on all matters related to the contract.

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

The Proposer shall examine this RFP carefully. Ignorance of the requirements will not relieve the Proposer from liability and obligation under the contract that may be entered into as a result of this RFP.

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

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

Maintenance of the vehicles and equipment shall be performed at the City's Fleet Maintenance Facility located at 430 SW Thornhill Drive, Port St. Lucie, Florida, which shall be leased to the Contractor for use while the Contractor is working under contract to the City.

The Contract term is for a two (2) year period beginning October 1, 2019 to September 30, 2021 with options for three (3) additional one (1) year extensions, as determined by the City and with agreement by both parties.

This contract allows for a price redetermination based on the U.S. Department of Labor, Bureau of Labor Statistics, and Consumer Price Index – All Urban Consumers - U.S. City Average-Transportation-Gasoline (All Types) at time of renewal only. Any request for such an adjustment shall be provided in writing no later than ninety (90) days prior to the renewal date and must include documentation that shows a bona fide cost increase in providing services under the contract during the period in which the request is made. The City will not allow contract adjustments, up or down, to exceed five (5%) percent combined total in any one period. **Any increase will be effective on the contract renewal date.**

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

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

<b>CPI-U Calculation Example</b>	
CPI for current period	230.379
Less CPI for previous period	226.545
Equals index point change	3.834
Divide by previous period CPI	0.0169
Multiply by 100 equals percentage change	1.69%**

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

Incorporated into this Request for Proposals (RFP) is a contract which includes details related to the terms and conditions of the contract.

The issuance of this RFP and receipt of proposals does not commit the City to award approval of an offer to provide services. The City reserves the right to postpone the Proposal Due Date and Time, accept or reject any or all proposals received in response to this RFP, waive any informality or defect in any proposal, or to cancel all or part of this RFP if it is in the best interest of the City. All proposals, plans and other documents submitted shall become the property of the City and are considered public information subject to review under Florida's public records law. In addition, the selected Proposer shall be expected to be knowledgeable of and adhere to not only applicable City Codes, which can be viewed on the City's website at [www.cityofpsl.com](http://www.cityofpsl.com), and also all other laws, rules, or regulations governing the lease of City owned property.

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

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

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

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

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

- Total monthly cost associated with repair and maintenance of fleet vehicles
- Priority vehicle availability/out of service
- Administrative car and truck availability/downtime
- Construction and specialty equipment service
- PM scheduling and completion performance
- Unscheduled repair performance
- Parts Availability
- Road call performance
- Quality of work

Proposers shall include a descriptive narrative for parts management as part of their response to this RFP.

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

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

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

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

## **2.0 REQUEST FOR PROPOSALS**

This RFP expresses the City's selection criteria and submittal requirements that shall be followed by the Proposer presenting a proposal. The City will consider all qualified responses to this RFP and evaluate each response based on the selection criteria in accordance with the procedures as set forth herein. The proposals from interested, qualified

individuals or firms for RFP #20190087 must be received by the Procurement Management Department, of the City of Port St. Lucie, 3rd Floor, Suite 390, Building "A" of the Municipal Complex located at 121 SW Port St. Lucie Boulevard, Port St. Lucie, FL 34984 5099, no later than **July 15, 2019 @ 2:00 P.M. EST.**

### **PROPOSAL SUBMISSION**

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

**All proposals shall be submitted by completing and returning the Questionnaire and other required documents. The Questionnaire should be typed or printed and signed in "blue ink". All submittals are required to be electronic and be contained in one (1) file. Hard copies will not be accepted.**

- A. Request Bid Specifications, #20190087 from DemandStar, or via internet [www.cityofpsl.com](http://www.cityofpsl.com).**
- B. Download the Reply Sheet and save to your hard drive, program is in Word 2007 Professional. Enter information requested on the Reply Sheet.**
- C. Electronically sign the Reply Sheet where indicated.**
- D. Upload in one file and in the following order the Reply for RFP-Bid #20190087, proposal response formatted as instructed, W9, current Certificate of Insurance, license, 5 references, E-verify, Drug Free Workplace form, and RFP-Bid checklist, onto DemandStar in one file by the due date and time. Acknowledge all Addenda on the Reply. Additional documents should be submitted in the order of the question in the Reply.**
- E. The Submit button at the bottom of the page must be selected to send the documents.**

**\*\*\* Only electronic replies are required. No hard copies will be accepted. Please limit entire submittal to no more than 1.5 mb \*\*\***

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

### **NOTICE OF PROPOSALS BEING PUBLIC RECORDS:**

**Any material that is submitted in response to this RFP, which may include 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 unless asserted upon submission pursuant to Section 288.075 and/or Section 815.045, Florida Statutes, 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, unless the aforementioned exemption applies.**

### 3.0 **PROPOSAL SUBMISSION DEADLINE**

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

**3.1 Proposal Due Date            July 15, 2019 @ 2:00 PM (EST)**

**3.2 Pre-Proposal Conference**

The City will hold one Pre-Proposal Conference: **June 3, 2019 @ 10:00 AM (EST)** in the Conference Room #390 in the Procurement Management Department, Building A, located at 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984.

A garage site visit will be held after the Pre-Proposal Conference and it is recommended that all Proposers make the site visit.

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

### **TENTATIVE SCHEDULE**

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

It is the intent of the City to have this project awarded within a limited time frame as follows:

### **REVIEW AND SELECTION PROCESS**

<b>ACTION</b>	<b>DATE</b>	<b>TIME</b>
Advertisement with DemandStar	May 22, 2019	5:00 PM (EST)
Pre-Proposal Conference & City's Fleet Maintenance Facility Visit	June 3, 2019	10:00 AM (EST)
Questions Due	June 4, 2019	5:00 PM (EST)
Answers Posted on DemandStar	June 13, 2019	5:00 PM (EST)
Proposals Due	July 15, 2019	2:00 PM (EST)
*Evaluation Committee Meeting	July 22, 2019	9:00 AM (EST)
*Presentations/ Q & A	July 23, 2019	1:00 PM (EST)
**City Council Approval to Execute Contract	September 9, 2019	6:30 PM (EST)

\*Evaluation Committee will meet in the Conference Room #390 in the Procurement Management Department, Building A, located at 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984.

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

#### **4.0 PROPOSAL QUESTIONS**

All questions related to the RFP shall be directed to Lenora Sevillian, Director of the Procurement Management Department in writing. Any oral communications shall be considered unofficial and non-binding. Written comments, including questions and requests for clarification, shall reference the RFP number.

##### **4.1 Questions Due Date**

**June 4, 2019 no later than 5:00 PM (EST)** Late questions will not be accepted or answered.

##### **4.2 Answers Posted June 13, 2019 by 5:00PM (EST)**

#### **5.0 ADMINISTRATIVE INFORMATION**

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

##### **5.1 RFP Facilitator:**

The contact person for this RFP shall be:  
Lenora Sevillian, Division Director  
Procurement Management Department  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984-5099  
772-871-7390 / FAX 772-871-7337  
E-mail: [lsevillian@cityofpsl.com](mailto:lsevillian@cityofpsl.com)

##### **5.2 Communications Regarding the RFP:**

- 5.2.1** Communications are restricted during the proposal process. Firms shall not contact City staff other than the RFP Facilitator. Additionally, firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact outside the City offices with City employees, including elected officials. Such contact may result in the vendor being disqualified. All contact must be coordinated through Lenora Sevillian, RFP Facilitator, for this procurement.
- 5.2.2** Upon release of this RFP, all proposer communications concerning this procurement must be directed to the RFP Facilitator.
- 5.2.3** All communication should be in writing to the RFP Facilitator. Any oral communications shall be considered unofficial and non-binding. Written comments, including questions and requests for clarification, must reference the RFP number and shall be submitted by **June 4, 2019 no later than 5:00 PM (EST).**

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

**5.3 Proposal Preparation Costs:**

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

**5.4 Proposal Withdrawal:**

A proposing Firm may withdraw its proposal by withdrawing all documents from DemandStar, any time prior to the submission deadline. The Proposer may thereafter submit a new Proposal prior to the deadline. Modifications offered after the deadline and before the bid award process will not be considered.

**5.5 Proposal Amendment:**

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

**5.6 Ambiguity, Conflict or Errors in RFP:**

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

If a Proposer 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 given to all parties who have been furnished with the RFP without divulging the source of the request.

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

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

**5.7 Proposal Acceptance Period:**

Each proposal shall be valid for a period of one hundred eighty (180) days after the RFP submission deadline date to allow time for evaluation, selection, and any unforeseen delays. The one hundred eighty (180) days may be extended upon agreement of the parties.

**5.8 Right to Rejection:**

**5.8.1** The City of Port St. Lucie reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP entirely if determined to be in the best interest of the City. Any Proposer who is

currently involved, either directly or indirectly with any litigation against or involving the City, which, as determined by the City Council majority vote, may not be in the best interest of the City may be disqualified and/or not considered for an award

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

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

**5.9 Implied Requirements:**

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

**5.10 Proposal of Additional Services:**

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

**6.0 GENERAL REQUIREMENTS**

**6.1 Invitation to Bid** - All requirements contained in the Invitation to Bid are hereby incorporated in this specification.

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

**6.3 Proposal Price** – Proposers shall agree to furnish all item(s) that are awarded to them because of their response to this RFP at the price(s) indicated on their respective Reply Sheet. Proposers shall guarantee that said price(s) shall be firm, not subject to escalation, for *one hundred eighty (180) days* after bid opening period. Submittal of a bid shall be prima facie evidence of the Proposers intent to comply with this requirement. Any bid submitted with escalation clauses shall be rejected.

**6.4 Qualifications** - Proposers shall have the necessary organization, experience, capital, and equipment to carry out the provisions of the Contract to the satisfaction of the City. Proposers will submit all required licenses and certifications required to perform this project with the Reply. References from five (5) existing firms to which it has provided these types of services in the past or with which it is under Contract for such services presently and names of company representatives who may be contacted for references shall be furnished on the Reference Check Form and returned with the Reply Sheet. References are subject to verification by the City and will be utilized as part of the award process. If requested, performance history, financial statements, list of projects recently completed and in process, major equipment available for this project and experience of the principal members of the Proposers organization shall be furnished within seven (7) days.

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

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

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

**6.7 Variances to Specifications** - Proposers must indicate any variances to the Specifications. If variations and/or alternates are not stated in Proposers reply, it shall be construed that the bid fully conforms to the specifications.

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

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

**6.9 Subcontracting or Assigning of the Contract** – The selected Proposers shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of any right, title or interest therein, to any person, firm or corporation without the written consent of the City. Each Proposer shall list all subcontractors and the work provided by the suppliers in the area provided on the E-Reply Sheet.

The successful Proposers shall provide a listing of all subcontractors, suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment), other than those identified in the E-Reply, to the City within five (5) days after the bid opening. Such list shall be accompanied by an experience statement for each such subcontractor, supplier, person or organization if requested by City. The City, who, after due investigation, has objection to any proposed subcontractor, supplier, other person or organization, may, before the Notice of Award is given, request apparent successful Proposers to submit an acceptable substitute without an increase in Bid price.

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

**6.10 Public Entity Statement** - A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

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

**6.12 Permits** – The selected Proposers 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.

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

**6.14 Withdrawal of Bids** – Proposers may withdraw their bid without prejudice no later than the day and hour set in the E-Bid by removing all documents from DemandStar.

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

## **7.0 ADDITIONAL INFORMATION**

**7.1 Payment & Performance Bonds** – The Proposer awarded the contract 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.

**7.2 Protest** - Any person who wishes to protest any issue pertaining to this Request for Proposal may do so by attending the scheduled City Council meeting that the Proposal will be scheduled to appear and voicing their concerns at the 'Public to be heard' section. All persons will be required to sign in at the front desk at City Hall and fill out the necessary Sign-In Forms prior to the start of the meeting.

## **8.0 INSTRUCTIONS FOR PREPARATION OF PROPOSALS**

The response to the RFP shall include information as described below.

**8.1 Qualification Information** - The submitted response to the RFP shall contain detailed qualifications of the Proposer and personnel with experience of both. Proposers shall respond in enough detail so that the specific guidelines and purpose are clearly represented. The response to the RFP shall include information as addressed in criteria.

### **8.2 Costing Methodology**

#### **8.2.1 Fixed Contract Amount**

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

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

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

#### **8.2.2 Overhead Expenses**

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

#### **8.2.3 Administrative Expenses**

General administrative expenses will be charged to the City at a rate of one-twelfth (1/12) of the agreed annual amount monthly for general administrative costs.

#### **8.2.4 Management Expenses**

General management expenses will be charged to the City at a rate of one-twelfth (1/12) of the agreed annual amount monthly for general management costs.

#### **8.2.5 Non-Contract Labor Rate for Repairs**

The non-contract labor rate which will be charged to the City for non-contract work. The Non-Contract Labor Rate for Repairs including parts and supplies for Non-Contract work is defined as repairs caused by user abuse, mis-use, accident damage, act of God or vandalism as determined by the City. Authorization by the City is required prior to all Non-Contract Repairs.

#### **8.2.6 Parts and Supplies for Non-Contract Work and Outside Services**

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

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

**8.3 Management Plan** This section shall describe the Proposers detailed plans for accomplishing the objectives of the projects. It should include methods for planning, organizing, scheduling, coordinating, and administering the total effort. Explain the overall approach to the project.

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

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

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

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

**8.6 Proposers Work Plans** This section should include, but is not limited to, special concerns for a successful project.

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



**8.8 Proposed Schedule** This section shall include a detailed breakdown work rotation and timelines for achieving the scope of work.

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

**8.9.1 Financial Disclosure-** Proposer will provide annual financial statements for the last two (2) calendar years for your organization. Independently audited statements are preferred. Statements should include the company's assets, liabilities, and net worth. At a minimum, include the Balance Sheet (Statement of Financial Positions), Income Statement (Statement of Operations), Retained Earnings and Cash Flow Statement. The City acknowledges that privately held corporations and other business entities are not required by law to have audited financial statements. In the event the Proposer is a privately held corporation or other business entity whose financial statements are audited, such audited statements shall be provided. If the privately held corporation or other business entity does not have audited financial statements, then unaudited statements or other financial documentation sufficient to provide the same information as is generally contained in an audited statement, and as required above, shall be provided.

**8.9.2 Insurance and Bonding**

Provide evidence of insurability and Bonding Capacity.

**8.9.3 Disclosure of Litigation**

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

**8.9.4 Organization**

The following materials shall be provided:

- Cover letter including name, address, phone number, date of submission, name and number of this solicitation. (Not to exceed one (1) page).
- Table of contents.
- Executive summary. This section should include the Firm's overall concept of the working relationship that will be required to successfully complete this project.
- Quality, experience, capabilities, resources, and personnel.
- Firm's response and approach to the project.
- Firm's current contracts for like projects.
- Firm's address of its local and national office.
- Prior litigation, arbitration, and professional claims, including those involving the City.
- References for similar projects within the last five (5) years.
- Provide a Business Plan

**9.0 EVALUATION AND AWARD**

The Evaluation Committee will consider many evaluation factors (of which the financial stability of the firm is only one factor) and will receive proposals from all responsible applicants. All proposals received by the specified deadline will

be reviewed and evaluated consistently with the City's Evaluation Policy. Before the final evaluation and ranking of Proposers is complete, the City may choose to interview Proposers found to be among the most qualified.

The Proposers will be ranked based on final evaluations and recommendations and will be submitted to the City Council for permission to begin negotiations with the Proposers that received the highest evaluation score.

Each criterion shall be weighted as follows, and one hundred (100) points are the maximum total number of points that can be awarded to a proposal.

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

<u>CRITERION</u>	<u>MAXIMUM SCORE</u>
A. Qualifications and experience of the firm. Proposed workforce shall be provided including experience of each proposed staff member.	<b>30</b>
B. Cost Proposal – Total annual cost to the City	<b>20</b>
C. Demonstrated ability to meet the time lines to provide, quality, conciseness, and clarity to complete the scope of work in its entirety.	<b>10</b>
D. References for similar projects from governmental agencies / public entities performed within the last five (5) years.	<b>10</b>
E. Management, Quality Control Plan and Time Management	<b>10</b>
F. Proposed Software and Updating Existing Inventory into Proposed Software	<b>10</b>
G. Financial Stability Financial strength and competence, responsibility of the firm, ensuring the stability of operations. <ul style="list-style-type: none"> <li>• Financial Disclosure Statement</li> <li>• Evidence of Insurability and Bonding Capacity</li> <li>• Disclosure of Litigation</li> </ul>	<b>10</b>
<b>Maximum Points</b>	<b>100</b>

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

### **EVALUATION COMMITTEE COMPOSITION**

The RFP Evaluation Committee will be comprised of five (5) committee members from the following City Departments:

1. Public Works Department
2. Utilities Services Department
3. Police Department
4. Facilities Maintenance Department
5. Parks & Recreation Department

Note: All financial statements will be reviewed by the City's Chief Financial Officer (CFO) or Finance Management Department designee for full transparency, continuity and accuracy of financial and price evaluation of all Proposers.

### **Proposal Evaluation Process:**

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

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

**Step Two:** Upon direction/approval and consensus of the Evaluation Committee, the highest ranked firm as identified in Step One, upon conclusion, the City Council will be briefed on the committee's recommendation for the firm most susceptible for award and authorization to execute the contract as negotiated.

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

- 9.2 The RFP Facilitator shall manage the proposal evaluation process and maintain proposal evaluation records. An Evaluation Committee will independently evaluate each proposal and selection will be made according to the highest score based on the criteria listed above.
- 9.3 All proposals shall be reviewed by the RFP Facilitator to determine compliance with basic proposal requirements as specified in this RFP.
- 9.4 The City of Port St. Lucie reserves the right, at its sole discretion, to request clarifications or conduct discussions for clarification with any or all offerors. The purpose of any such discussions shall be to ensure full understanding of the proposal. If clarifications are made as result of such discussion, the offeror shall put such clarifications in writing. All communication (written or oral) with the Evaluation Committee will be coordinated by the RFP Facilitator. Proposers are prohibited from contacting the Evaluation Committee members directly.

## 9.5 **Contract Award Process**

- 9.5.1 The RFP Facilitator shall forward results from the proposal evaluation process and award recommendation to the City Council for their approval.
- 9.5.2 The City reserves the right to make an award without further discussion of any proposal submitted. There shall be no best and final offer procedure. Therefore, each proposal should be initially submitted on the most favorable terms the vendor can offer.
- 9.5.3 The apparent highest ranked Proposer shall be prepared to enter into a contract with the City of Port St. Lucie and other departments as deemed necessary. During the contract negotiation phase, the City will make a good faith effort to negotiate the best contract possible. In the event the City and the apparent highest ranked Proposer cannot reach an agreement; the City may formally end negotiations by written notification to the Proposer. At the City's discretion, the City can then choose to enter into negotiations with the next apparent highest ranked Proposer and attempt to negotiate a contract with that Proposer. The process will continue until the City has successfully negotiated a contract or rejected all proposals for award.
- 9.5.4 The Contract award shall be subject to the contract approval of all appropriate officials in accordance with any applicable City ordinance, Purchasing Policy, State law and/or regulation.

## 10.0 **SCOPE OF WORK**

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

The Contractor shall provide scheduled preventive maintenance (PM) for vehicles listed in the City's inventory and notify the user a minimum of two (2) weeks in advance of the scheduled time by email to the user departments. The Contractor shall schedule vehicle preventive maintenance to minimize interference with normal City work schedules. If a user fails to deliver their vehicle on schedule, the Contractor will reschedule the vehicle for service. If the vehicle is not delivered for the rescheduled service, the Contractor shall again notify the user until the vehicle is delivered for the PM. The Contractor shall also provide unscheduled and remedial repairs, abuse, and vandalism, overhaul, mobile services, towing, tire service, welding and fabrication, new vehicle preparation including outfitting, vehicle disposal processing, pool and fleet sharing vehicle management, fleet repair management, and other services as may be required to assure the continuity of effective and economical operation of the City's vehicles and equipment detailed in the following:

### **10.1 Preventive Maintenance**

Perform the following every PM interval (every 5000 miles or six (6) months, whichever first occurs) or per manufactures recommendation:

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

Perform the following items every 4th PM interval:

- Front wheel bearings - service.
- Scope engine

- Automatic transmission, which includes adjustment, fluid change, and filter.
- Tune engine and test emissions.

## **10.2 Routinely**

Perform repairs as required; road test and correct deficiencies.

## **10.3 Yearly**

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

Perform other statutory inspections and tests that may be required by Federal or State laws.

## **10.4 Hourly**

Maintain hourly equipment in compliance with the OEM specifications or as necessary.

## **10.5 Lifetime**

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

The Contractor shall furnish all necessary supervision, labor, tools, parts, oil, fluids, and supplies required to maintain the fleet in a state-of-repair and service consistent with generally accepted fleet practices and as defined in this Statement of Work.

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

Reports that shall be maintained are:

### **Parts:**

Parts Inventory List  
Parts Transactions

### **Work Order Reports:**

Open Work Orders by Shop  
Road Call Report  
Sublet Report

Maintenance Cost Report  
Mechanics Accountability

### **Exception Reports:**

Vehicle Replacement Analysis

### **Operations Reports:**

Operation & Maintenance/Cost by Vehicle  
Fuel Report

### **Equipment Reports:**

Equipment List  
Equipment due for PM  
Equipment History Summary

Historical Cost Performance  
Equipment Billing Report  
Equipment by License/Serial #  
PM Table Listing

High/Low Mileage Exception  
High/Low Total Cost Per Mile  
High/Low Miles Per Gallon  
Historical Cost Performance

## **10.6 Facilities**

Work will be performed at the City's Fleet Maintenance Facility located at 430 SW Thornhill Drive, Port St. Lucie, Florida, which shall be leased to the Contractor for use while the Contractor is working under contract to the City. Such facilities will remain the property of the City.

The City will lease to the Contractor the Fleet Maintenance section inside the Public Works building for a charge of \$1.00 per year. The City furthermore will grant the Contractor a nonexclusive license to use all maintenance and repair equipment, tools, service vehicles, furniture, and other assets that are located within the Fleet Maintenance Facility. The Contractor shall not use the facility for work on vehicles or equipment not owned or leased by the City.

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

The physical facility, office and shop equipment provided to the Contractor for the term of the Contract will become the responsibility of the Contractor and will be returned to the City upon completion of the Contract in the same condition they were provided to the Contractor, except for normal deterioration.

The Contractor shall provide security of the City's assets within its control throughout the term of the contract. Between the date of execution of the Contract and the date that the Contractor takes over the facility, a complete physical inventory of office and shop equipment will be taken by a representative of the City and the Contractor to determine what the Contractor is responsible for maintaining. This inventory shall be repeated annually.

The physical facilities will be maintained by the City, including repairs, maintenance and/or renovations with the Contractor being responsible for informing the City of degrading conditions and assisting the City with minor and emergency repairs. The City will supply water and electricity. The Contractor shall be responsible for interior housekeeping, janitorial maintenance and supplies with such costs to be included with the following:

### Daily Tasks

- Empty garbage
- Sweep shop floors
- Clean sink area
  
- Clean and hang up hoses
- Put all equipment and tools in its place
- Drain air compressor tank
- Remove all oil or other fluid spills
- Keep individual work areas clean

- Keep all work benches clean and uncluttered

#### Weekly Tasks

- Clean all shop equipment
- Check all shop equipment for correct operation
- Sweep and mop shop floors

#### Monthly Tasks

- Steam clean shop floor
- Vacuum walls and doors
- Clean all hanging lights
- PM all shop equipment

#### Yearly Tasks

- Paint and clean all lifts
- Paint yellow lines on floor
- Sample oil from all vehicles & equipment and send to laboratory for determining contamination of metal shavings.

The City does not warrant or guarantee against the possibility that safety or environmental hazards may exist at the Fleet Maintenance Facility. The Contractor shall be responsible for identifying any hazardous conditions and notifying the City in writing within thirty (30) days of the commencement of the agreement.

The provider shall not use the Fleet Maintenance Facility or equipment, or other City furnished property for work on vehicles or equipment not owned or leased by the City unless otherwise authorized by the City. The Fleet Maintenance Facility, equipment or any other City property shall not be used in any manner for personal advantage, business gain, or other personal endeavors by the Contractor or the Contractor's employees other than in the performance of the work described in the agreement.

In its use of the Fleet Maintenance Facility and with handling of hazardous substances, the Contractor shall adhere to all applicable statutes, ordinance, rules, regulations and administrative orders relating to hazardous substances including duty to notify the appropriate agency in the event of any violation. In the event of any violation of any Hazardous Substance laws occurring within the Fleet Maintenance Facility, the Contractor shall immediately notify the City of such an event.

## **10.7 Assets**

### **Opening Inventory**

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

The Contractor may change the locks on any or all the facilities and equipment leased for the duration of the contract. A duplicate key for all re-keyed locks shall be provided to the City's Fleet Manager and to the City's janitorial cleaning service. Tags will identify such keys.

**Confidentiality of Service Operations**

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

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

**10.8 Fleet Management and Information Systems****Software**

The Contractor shall use a software information system for tracking inventory and providing the City with monthly reports in Excel format. The Contractor shall enter the existing inventory data of all vehicles and equipment into the software data base and keep it up to date. The system shall include a fleet management program and database. The Contractor shall provide the City Fleet Manager with the software, software license, administrative and operational permissions to use the software. The Contractor shall provide the City all support, maintenance and upgrades to utilize the software.

**Telematics**

The Contractor shall provide telematic reporting to the City for vehicles equipped with telematic devices for speeding, mileage, hours and fuel usage.

**10.9 Preventive Maintenance Program**

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

**Fleet Assessment**

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

**Scheduling**

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

PM activities should have minimal interference with normal work schedules. Therefore, PM should be targeted at times mutually agreed upon by the Contractor and the City. The Contractor shall develop and



provide a PM schedule to the City with enough lead-time that the City can give ten (10) working days' notice to the vehicle user. Contractor will publish a PM service schedule and will adhere to the schedule. Contractor will not reschedule PM's because "Contractor" is too busy the scheduled day. The Contractor will be responsible for all contact with departments regarding vehicle PM scheduling. The time required to perform PM and repairs shall be similar as to known industry standards and the Contractor shall not delay PM or repairs.

### **Performance**

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

## **10.10 Repairs**

### **Specific Repair**

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

### **Limitations**

Repairs estimated to exceed \$1,000.00 must be analyzed by the Contractor to determine the repair's cost effectiveness and be specifically approved by the City. When equipment replacement appears to be more cost effective than repair, the Contractor shall present such recommendation in writing to the City.

### **Road Calls**

The Contractor shall provide emergency road service calls, including towing service for vehicles in the fleet. The Contractor shall have persons on call to expeditiously handle vehicle breakdowns. The Contractor shall tow any City-owned or leased vehicles requiring this service, regardless of whether or not the cause is an authorized repair or other incident.

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

### **Quick Fix**

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

### **Warranty and Recalls**

The Contractor shall arrange for all manufacturer warranty work to be performed at authorized dealers. The Contractor shall work with the City to streamline the process for recalls and shall be responsible to ensure that the recall work is performed.

### **Re-Repair-Liquidated Damages**

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

<u>Acceptable Performance Standards</u>	<u>Liquidated Damages</u>
a. Out of service rate may not exceed 2% of fleet two days per month	5% of total management fee
b. Vehicle re-repairs may not exceed two (2) to four (4) per month	1% of total management fee
c. Response and repair time for priority vehicles may not be exceeded for more than one vehicle per month	2.5% of total management fee
d. Total adherence to Administrative Report deadlines	.7% of total management fee
e. Failure to adhere to manufacturers warranties/recall may not exceed 1 vehicle per quarter as required	1% of total management fee

The City shall not pay any costs associated with re-repairs including, but not limited to, towing fees, cost of actual re-repair or cost for additional damages and penalties as a result of omissions or improper initial repair by the Contractor.

### **Outside Repairs**

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

### **Vehicle Preparation**

When authorized by the City, the Contractor shall prepare newly acquired vehicles for service and negotiated at a Not-To-Exceed amount for the Non-Contract Labor Rate. The City may determine it is in its best interest for this work to be performed by another vendor.

New vehicle preparation shall include inspections, cleaning, fabrication and installation of special equipment, and transfer of special equipment from old unit. This includes but is not limited to installation of push bars, light bars, screens, plastic rear seats, wiring looms and associated components, radio mounting trays, skid plates, map lights, black-out driving switch assemblies, fire extinguisher holders, interior equipment boxes,

shotgun racks/lock assemblies, decals or other specialized equipment. **THE CONTRACTOR SHALL COMPLETE AND DELIVER FOUR (4) FULLY OUTFITTED VEHICLES WITHIN ANY FIVE (5) CALENDAR DAY PERIOD WHEN REQUESTED BY THE CITY. OUTFITTING LABOR HOURS SHALL BE MUTUALLY AGREED UPON BY BOTH CONTRACTOR AND CITY AND PAID AT THE NON-CONTRACT LABOR RATE.**

Vehicles to be sold shall be prepared for disposal by the Contractor. Preparation shall include removal of tags, decals, and special equipment, and other paperwork. When a vehicle is sold, policies and practices of the City shall be imposed.

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

### **Accidents**

The Contractor shall be responsible for processing accident repairs including appraisals, obtaining repair bids, transportation of vehicle to/from repair site, Exception Reports, repair quality and timeliness, and shall be responsible for administration of payment including invoices and coordination with the City's Human Resources/Risk Management Department. The Contractor shall obtain at least three (3) competitive bids for each accident repair. Accident repairs shall not be included in the Contract cost and shall be billed to the City as a direct reimbursable with no mark-up.

### **Notification**

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

### **Washing and Cleaning of Fleet**

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

## **10.11 Vehicular Services**

### **Fuel**

The City will fuel all vehicles and equipment. The City will be responsible to daily monitor and report in

accordance with State and local regulations, the level of fuel in each tank at the City's fuel facility, located within the Fleet Maintenance Facility, and will be responsible to take action on suspected leaks or fuel spills that may affect local water resources.

The City shall also be responsible for a PM program and repair of the fuel dispensing equipment. The City shall contract repairs on the fuel dispensing equipment independently.

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

## **10.12 Parts**

### **Parts Supply**

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

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

### **Inventory**

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

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

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

An electronic system shall be used to monitor and control the parts inventory. At a minimum, the electronic system shall be capable of generating a complete inventory by part number and part cost, and a usage rate history for each part normally stocked.

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

## **10.13 Quality Assurance**

### **Quality Assurance Program**

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

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

- a. Fleet availability/downtime of vehicle or equipment.

- b. PM performance.
- c. Repair performance.
- d. Parts availability.
- e. Current employee education and experience requirements
- f. Employee salary range
- g. Continuing educational programs
- h. Shop cleanliness

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

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

### **Repair Priority**

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

## **10.14. Reporting**

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

### **Records**

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

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

### **Files**

The Contractor shall maintain a complete file of service manuals, service bulletins, lubrication charts, and

other information needed to properly service and repair the fleet of the City.

The Contractor shall maintain a hard copy history folder for each vehicle or piece of equipment. This folder will contain, in chronological order, all work orders generated on each vehicle or piece of equipment. The folder shall also contain the vehicle or piece of equipment make, model, year and serial number, service manual name or number, library location, and invoice information. The City will supply vehicle and equipment history to the Contractor.

### **Weekly Report**

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

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

### **Monthly Report**

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

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

### **Annual Report**

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

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

### **Invoicing and Payment**

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

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

## **10.15 Other Services**

### **Emergencies**

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

### **Purchases**

The Contractor shall assist the City in preparing purchase specifications for additional or replacement vehicles and service equipment as needed. In addition, the Contractor shall assist the City with inspections and assessments of used vehicles and equipment under consideration for purchase or lease. The Contractor shall identify and nominate for the City's purchase, other equipment that will reduce the cost of maintenance and/or improve the quality of vehicular services. All vehicles and equipment added to the City's inventory shall be paid the Non-Contract rate for six (6) months. If at any time during the contract period, the City increases or decreases its fleet and equipment size by 5% or more, the Contractor and the City shall negotiate the adjustments to the Fixed Contract Amount upon thirty (30) days written notice by the City.

**Hours of Service** - The Municipal Garage shall normally be open on a one (1) shift, five (5) day per week basis from 6:30 a.m. to 6:00 p.m. Vehicles shall be accepted for PM or repair from 7:00 a.m. through 4:00 p.m. daily. The shop shall be open and operating every scheduled City workday. The Contractor may work on scheduled City holidays but must not expect delivery of vehicles scheduled for PM or other maintenance services.

### **Directed Work**

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

**Investigations**

The Contractor shall support the City with technical investigations related to the automotive fleet. Such investigations may support accidents, fire, or other issues of a technical nature.

**Waste**

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

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

**10.16 Staffing Provisions****General**

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

Contractor personnel shall be in company uniform.

**Staffing Changes**

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

**Contractor Employee Benefits**

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

**Staffing Qualifications**

The Contractor shall employ highly qualified trained personnel to provide service to the City's fleet. Proposers shall include in their proposal an employee training and improvement program that recognizes the merits of ASE and vehicle or equipment manufacturers training opportunities, as they apply to the City fleet maintenance and repair.



## 10.17 Terms

### Definitions

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

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

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

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

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

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

### Fleet

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

### Downtime

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

$$C = \frac{A}{B}$$

C = Downtime

A = Number of hours unit not available for use.

B = Number of hours unit is normally used (24 hours/day.)

Downtime begins when a unit is brought to the garage for authorized repair work, or upon receipt of notification that a unit requires towing to the garage for authorized repair work. Downtime ends when the

department to which the unit is assigned is notified that the unit is available for service. Downtime does not include the time to make repairs necessary as a result of obvious vehicle abuse, accidents, warranty,

vandalism, or Acts of God.

**Unit**

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

**Normal Wear and Tear**

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

**Non-Contract Work**

Shall mean repairs caused by user abuse, mis-use, accident damage, act of God or vandalism as determined by the City.

*The City at its discretion has the option to include any additional value-added services deemed to be in the best interest of the taxpayers based on the professional assessment*

*[Remainder of page blank]*

**\*\*\*\*\* (SAMPLE CONTRACT - DO NOT EXECUTE) \*\*\*\*\***  
**FLEET VEHICLE / EQUIPMENT MAINTENANCE AND MANAGEMENT SERVICES**  
**CITY OF PORT SAINT LUCIE**  
**CONTRACT #20190087**

This CONTRACT, executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and *name of Firm* (Contractor), a Florida (or the state where they are) Corporation, hereinafter called "Contractor", party of the second part.

**SECTION I**  
**RECITALS**

**WHEREAS**, Contractor is a licensed Florida Corporation doing business in Florida; and

**WHEREAS**, the City wishes to contract for the Fleet Vehicle / Equipment Maintenance and Management Services as well as other tasks (Work) more specifically described in this Contract; and

**WHEREAS**, Contractor is qualified, willing and able to provide the Work on the terms and conditions set forth herein; and

**WHEREAS**, the City desires to enter into this Contract with Contractor to perform the Work specified and, in an amount, agreed to below.

**NOW THEREFORE**, in consideration of the premises and the mutual covenants herein name, the Parties agree as follows:

The Recitals set forth above are hereby incorporated into this Contract and made a part of hereof for reference.

**SECTION II**  
**NOTICES**

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

City Project Manager: Roger Jacob, Director  
Facilities Maintenance Department  
City of Port St. Lucie  
121 SW Port St Lucie Blvd.  
Port St Lucie, FL 34984  
Telephone: (772) 281-9252  
Email: [roger.jacob@cityofpsl.com](mailto:roger.jacob@cityofpsl.com)

City Contract Administrator: Lenora Sevillian, Division Director  
Procurement Management Department  
City of Port St. Lucie  
121 SW Port St. Lucie, Blvd.  
Port St. Lucie, FL. 34984  
Telephone 772-871-7390 Fax 772-871-7337  
Email: [lsevillian@cityofpsl.com](mailto:lsevillian@cityofpsl.com)

Contractor: TBD

### **SECTION III**

#### **DESCRIPTION OF SERVICES TO BE PROVIDED**

The specific work the Contractor agrees to perform all work pursuant to this Proposal #20190087, Fleet Vehicle / Equipment Maintenance and Management Services, and all addendums which is incorporated herein by this reference.

**LOCATION:** 430 SW Thornhill Drive, Port St Lucie, Florida.

#### **VEHICLE AND EQUIPMENT CONDITION**

The Contractor understands and accepts the existing condition of all the fleet of vehicles and equipment as listed in the inventory.

#### **SCOPE OF WORK**

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

The Contractor shall provide scheduled preventive maintenance (PM) for vehicles listed in the City's inventory and notify the user a minimum of two (2) weeks in advance of the scheduled time by email to the user departments. The Contractor shall schedule vehicle preventive maintenance to minimize interference with normal City work schedules. If a user fails to deliver their vehicle on schedule, the Contractor will reschedule the vehicle for service. If the vehicle is not delivered for the rescheduled service, the Contractor shall again notify the user until the vehicle is delivered for the PM. The Contractor shall also provide unscheduled and remedial repairs, abuse, and vandalism, overhaul, mobile services, towing, tire service, welding and fabrication, new vehicle preparation including outfitting, vehicle disposal processing, pool and fleet sharing vehicle management, fleet repair management, and other services as may be required to assure the continuity of effective and economical operation of the City's vehicles and equipment detailed in the following:

#### **Preventive Maintenance**

Perform the following every PM interval (every 5000 miles or six (6) months, whichever first occurs) or per manufactures recommendation:

- Tires – record tread depth of all tires. A minimum of 3/32 tread depth shall be maintained. Check air pressure.
- Lights – exterior and interior lights and gauges
- Windshield wipers
- Fluid levels
- Battery and charging system; also, clean terminals and check cables.

- Heating/AC system.
- Exhaust system and exhaust hangers and clamps
- Steering and suspension
- Frame, cross members and body joints
- Drive shaft/U-joints
- Inspect critical components (hoses, belts, etc.), replace any worn or damaged components.)
- Inspect vehicle appearance (look for body damage, rust, interior condition, etc.).
- Change engine oil and oil filter.
- Lubricate chassis, hinges, locks, etc.
- Emission controls – service
- Brake inspection – record remaining life (replace worn, damaged, or leaking components).
- Cooling System (service if needed).
- Starter/charging system (check and repair or replace deficient components).
- Inspect air cleaner element and replace, if needed.
- Rotate and balance tires.
- Siren inspection including lamp changes.
- Electrical draw testing.

Perform the following items every 4th PM interval:

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

### **Routinely**

Perform repairs as required; road test and correct deficiencies.

### **Yearly**

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

Perform other statutory inspections and tests that may be required by Federal or State laws.

### **Hourly**

Maintain hourly equipment in compliance with the OEM specifications or as necessary.

### **Lifetime**

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

The Contractor shall furnish all necessary supervision, labor, tools, parts, oil, fluids, and supplies required to maintain the fleet in a state-of-repair and service consistent with generally accepted fleet practices and as defined in this Statement of Work.

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

Reports that shall be maintained are:

**Parts:**

Parts Inventory List  
Parts Transactions

**Operations Reports:**

Operation & Maintenance/Cost by Vehicle  
Fuel Report

**Work Order Reports:**

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

**Equipment Reports:**

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

**Exception Reports:**

Vehicle Replacement Analysis  
High/Low Mileage Exception  
High/Low Total Cost Per Mile  
High/Low Miles Per Gallon  
Historical Cost Performance

**Facilities**

Work will be performed at the City's Fleet Maintenance Facility located at 430 SW Thornhill Drive, Port St. Lucie, Florida, which shall be leased to the Contractor for use while the Contractor is working under contract to the City. Such facilities will remain the property of the City.

The City will lease to the Contractor the Fleet Maintenance section inside the Public Works building for a charge of \$1.00 per year. The City furthermore will grant the Contractor a nonexclusive license to use all maintenance and repair equipment, tools, service vehicles, furniture, and other assets that are located within the Fleet Maintenance Facility. The Contractor shall not use the facility for work on vehicles or equipment not owned or leased by the City.

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

The physical facility, office and shop equipment provided to the Contractor for the term of the Contract will become the responsibility of the Contractor and will be returned to the City upon completion of the Contract in the same condition they were provided to the Contractor, except for normal deterioration.

The Contractor shall provide security of the City's assets within its control throughout the term of the contract. Between the date of execution of the Contract and the date that the Contractor takes over the facility, a complete physical inventory of office and shop equipment will be taken by a representative of the City and the Contractor to determine what the Contractor is responsible for maintaining. This inventory shall be repeated annually.

The physical facilities will be maintained by the City, including repairs, maintenance and/or renovations with the Contractor being responsible for informing the City of degrading conditions and assisting the City with minor and emergency repairs. The City will supply water and electricity. The Contractor shall be responsible for interior housekeeping, janitorial maintenance and supplies with such costs to be included with the following:

#### Daily Tasks

- Empty garbage
- Sweep shop floors
- Clean sink area
- Clean and hang up hoses
- Put all equipment and tools in its place
- Drain air compressor tank
- Remove all oil or other fluid spills
- Keep individual work areas clean
- Keep all work benches clean and uncluttered

#### Weekly Tasks

- Clean all shop equipment
- Check all shop equipment for correct operation
- Sweep and mop shop floors

#### Monthly Tasks

- Steam clean shop floor
- Vacuum walls and doors
- Clean all hanging lights
- PM all shop equipment

#### Yearly Tasks

- Paint and clean all lifts
- Paint yellow lines on floor
- Sample oil from all vehicles & equipment and send to laboratory for determining contamination of metal shavings.

The City does not warrant or guarantee against the possibility that safety or environmental hazards may exist at the Fleet Maintenance Facility. The Contractor shall be responsible for identifying any hazardous conditions and notifying the City in writing within thirty (30) days of the commencement of the agreement.

The provider shall not use the Fleet Maintenance Facility or equipment, or other City furnished property for work on vehicles or equipment not owned or leased by the City unless otherwise authorized by the City. The Fleet Maintenance Facility, equipment or any other City property shall not be used in any manner for personal

advantage, business gain, or other personal endeavors by the Contractor or the Contractor's employees other than in the performance of the work described in the agreement.

In its use of the Fleet Maintenance Facility and with handling of hazardous substances, the Contractor shall adhere to all applicable statutes, ordinance, rules, regulations and administrative orders relating to hazardous substances including duty to notify the appropriate agency in the event of any violation. In the event of any

violation of any Hazardous Substance laws occurring within the Fleet Maintenance Facility, the Contractor shall immediately notify the City of such an event.

## **Assets**

### **Opening Inventory**

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

The Contractor may change the locks on any or all the facilities and equipment leased for the duration of the contract. A duplicate key for all re-keyed locks shall be provided to the City's Fleet Manager and to the City's janitorial cleaning service. Tags will identify such keys.

### **Confidentiality of Service Operations**

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

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

## **Fleet Management and Information Systems**

### **Software**

The Contractor shall use a software information system for tracking inventory and providing the City with monthly reports in Excel format. The Contractor shall enter the existing inventory data of all vehicles and equipment into the software data base and keep it up to date. The system shall include a fleet management program and database. The Contractor shall provide the City Fleet Manager with the software, software license, administrative and operational permissions to use the software. The Contractor shall provide the City all support, maintenance and upgrades to utilize the software.

### **Telematics**



The Contractor shall provide telematic reporting to the City for vehicles equipped with telematic devices for speeding, mileage, hours and fuel usage.

### **Preventive Maintenance Program**

It is the responsibility of the Contractor to develop and to implement a preventive maintenance (PM) program to service all vehicles and equipment within the City inventories for City approval. The PM program shall be

designed in accordance with recognized good fleet management practices and shall meet the terms and conditions necessary to comply with the original equipment manufacturers' (OEM) specifications, warranties

and recommendations. The PM work performed shall be as indicated in Scope of Work above but subject to change as recommended by manufacturers and approved by the City with no increase in the Fixed Contract Amount. Preventive maintenance activities shall be scheduled to minimize interference with normal City work schedules.

### **Fleet Assessment**

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

### **Scheduling**

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

PM activities should have minimal interference with normal work schedules. Therefore, PM should be targeted at times mutually agreed upon by the Contractor and the City. The Contractor shall develop and provide a PM schedule to the City with enough lead-time that the City can give ten (10) working days' notice to the vehicle user. Contractor will publish a PM service schedule and will adhere to the schedule. Contractor will not reschedule PM's because "Contractor" is too busy the scheduled day. The Contractor will be responsible for all contact with departments regarding vehicle PM scheduling. The time required to perform PM and repairs shall be similar as to known industry standards and the Contractor shall not delay PM or repairs.

### **Performance**

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

## **Repairs**

### **Specific Repair**

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

**Limitations**

Repairs estimated to exceed \$1,000.00 must be analyzed by the Contractor to determine the repair's cost effectiveness and be specifically approved by the City. When equipment replacement appears to be more cost effective than repair, the Contractor shall present such recommendation in writing to the City.

**Road Calls**

The Contractor shall provide emergency road service calls, including towing service for vehicles in the fleet.

The Contractor shall have persons on call to expeditiously handle vehicle breakdowns. The Contractor shall tow any City-owned or leased vehicles requiring this service, regardless of whether or not the cause is an authorized repair or other incident.

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

**Quick Fix**

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

**Warranty and Recalls**

The Contractor shall arrange for all manufacturer warranty work to be performed at authorized dealers. The Contractor shall work with the City to streamline the process for recalls and shall be responsible to ensure that the recall work is performed.

**Re-Repair-Liquidated Damages**

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

**Acceptable Performance Standards****Liquidated Damages**

- |   |                              |
|---|------------------------------|
| a. Out of service rate may not exceed 2% of fleet two days per month                                      | 5% of total management fee   |
| b. Vehicle re-repairs may not exceed two (2) to four (4) per month  | 1% of total management fee   |
| c. Response and repair time for priority vehicles may not be exceeded for more than one vehicle per month | 2.5% of total management fee |

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

The City shall not pay any costs associated with re-repairs including, but not limited to, towing fees, cost of actual re-repair or cost for additional damages and penalties as a result of omissions or improper initial repair by the Contractor.

### **Outside Repairs**

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

### **Vehicle Preparation**

When authorized by the City, the Contractor shall prepare newly acquired vehicles for service and negotiated at a Not-To-Exceed amount for the Non-Contract Labor Rate. The City may determine it is in its best interest for this work to be performed by another vendor.

New vehicle preparation shall include inspections, cleaning, fabrication and installation of special equipment, and transfer of special equipment from old unit. This includes but is not limited to installation of push bars, light bars, screens, plastic rear seats, wiring looms and associated components, radio mounting trays, skid plates, map lights, black-out driving switch assemblies, fire extinguisher holders, interior equipment boxes, shotgun racks/lock assemblies, decals or other specialized equipment. **THE CONTRACTOR SHALL COMPLETE AND DELIVER FOUR (4) FULLY OUTFITTED VEHICLES WITHIN ANY FIVE (5) CALENDAR DAY PERIOD WHEN REQUESTED BY THE CITY. OUTFITTING LABOR HOURS SHALL BE MUTUALLY AGREED UPON BY BOTH CONTRACTOR AND CITY AND PAID AT THE NON-CONTRACT LABOR RATE.**

Vehicles to be sold shall be prepared for disposal by the Contractor. Preparation shall include removal of tags, decals, and special equipment, and other paperwork. When a vehicle is sold, policies and practices of the City shall be imposed.

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

### **Accidents**

The Contractor shall be responsible for processing accident repairs including appraisals, obtaining repair bids, transportation of vehicle to/from repair site, Exception Reports, repair quality and timeliness, and shall be responsible for administration of payment including invoices and coordination with the City's Human

Resources/Risk Management Department. The Contractor shall obtain at least three (3) competitive bids for each accident repair. Accident repairs shall not be included in the Contract cost and shall be billed to the City as a direct reimbursable with no mark-up.

### **Notification**

The Contractor shall notify appropriate representative of user department by telephone and email when a vehicle or equipment they have in for scheduled repairs will be out of service for more than eight (8) hours

and when vehicle / equipment service is complete. This information shall also be provided to the City's Fleet Manager as part of the Weekly Report.

### **Washing and Cleaning of Fleet**

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

## **Vehicular Services**

### **Fuel**

The City will fuel all vehicles and equipment. The City will be responsible to daily monitor and report in accordance with State and local regulations, the level of fuel in each tank at the City's fuel facility, located within the Fleet Maintenance Facility, and will be responsible to take action on suspected leaks or fuel spills that may affect local water resources.

The City shall also be responsible for a PM program and repair of the fuel dispensing equipment. The City shall contract repairs on the fuel dispensing equipment independently.

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

## **Parts**

### **Parts Supply**

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

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

### **Inventory**

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

for parts accountability and security.

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

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

An electronic system shall be used to monitor and control the parts inventory. At a minimum, the electronic system shall be capable of generating a complete inventory by part number and part cost, and a usage rate history for each part normally stocked.

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

## **Quality Assurance**

### **Quality Assurance Program**

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

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

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

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

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

### **Repair Priority**

The Contractor shall provide unscheduled repairs to vehicles under an established repair priority system. The system shall be subject to approval and modification by the City. Proposers shall include in their proposal a

recommended repair priority system for the City. In preparing the repair priority system, respondents should keep in mind the emphasis the City places on maintenance and the City's desire to maintain a modern, fully operational, and efficient fleet. Emphasis should also be placed on the timely repair of specialty equipment or unique equipment that are not redundant throughout the City's fleet. Proposers should also include in their proposal for operation of the Quick Fix function within the scope of the repair priority system.

## **Reporting**

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

## **Records**

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

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

## **Files**

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

The Contractor shall maintain a hard copy history folder for each vehicle or piece of equipment. This folder will contain, in chronological order, all work orders generated on each vehicle or piece of equipment. The folder shall also contain the vehicle or piece of equipment make, model, year and serial number, service manual name or number, library location, and invoice information. The City will supply vehicle and equipment history to the Contractor.

## **Weekly Report**

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

- a. List of vehicles not delivered for a scheduled PM. The list shall include the assignee's name and department, if known.
- b. Discovery or indication of abuse by the vehicle user in excess of normal wear and tear.
- c. Repair activity
- d. A status report on vehicles out of service for more than five (5) days.

- e. Number of work orders processed.
- f. A summary of progress in all work performance areas subject to liquidated damages.

### **Monthly Report**

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

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

### **Annual Report**

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

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

### **Invoicing and Payment**

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

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

### **Other Services**

#### **Emergencies**

The Contractor shall mobilize the shop and provide repair and maintenance services, for the duration of emergency situations, such as flood, hurricane, and other emergencies as declared by the City. Such service shall include adequate staffing to ensure continued emergency vehicle operations at a level, and for the duration determined to be required by the City. Such circumstances may occur during hours outside normal

hours of operation and can involve any number of employees, equipment and vehicles. Costs incurred during emergency situations are not to be included in the Fixed Contract Amount and shall be billed to the City at a rate to be determined by proposal that will be a percentage rate over cost.

### **Purchases**

The Contractor shall assist the City in preparing purchase specifications for additional or replacement vehicles and service equipment as needed. In addition, the Contractor shall assist the City with inspections and assessments of used vehicles and equipment under consideration for purchase or lease. The Contractor shall identify and nominate for the City's purchase, other equipment that will reduce the cost of maintenance and/or improve the quality of vehicular services. All vehicles and equipment added to the City's inventory shall be paid the Non-Contract rate for six (6) months. If at any time during the contract period, the City increases or decreases its fleet and equipment size by 5% or more, the Contractor and the City shall negotiate the adjustments to the Fixed Contract Amount upon thirty (30) days written notice by the City.

**Hours of Service** - The Municipal Garage shall normally be open on a one (1) shift, five (5) day per week basis from 6:30 a.m. to 6:00 p.m. Vehicles shall be accepted for PM or repair from 7:00 a.m. through 4:00 p.m. daily. The shop shall be open and operating every scheduled City workday. The Contractor may work on scheduled City holidays but must not expect delivery of vehicles scheduled for PM or other maintenance services.

### **Directed Work**

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

### **Investigations**

The Contractor shall support the City with technical investigations related to the automotive fleet. Such investigations may support accidents, fire, or other issues of a technical nature.

### **Waste**

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

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

## **Staffing Provisions**

### **General**



The Contractor shall have the responsibility for selecting personnel to perform the services to be provided in accordance with this Contract. No person convicted of a felony within seven (7) years prior to employment

shall be employed by the Contractor for work assignments on this contract. The Contractor shall be required to perform pre-employment drug testing for all proposed Contractor employees. A copy of the results will be kept in a confidential file segregated from the personnel file.

Contractor personnel shall be in company uniform.

### **Staffing Changes**

The Contractor is always responsible to keep assigned working employees fully staffed to perform the services. The Contractor's Project Manager shall have proven technical and managerial experience in the

field of fleet vehicle maintenance and repair management. Nominee(s) for Project Manager shall be presented to the City for specific approval. The City reserves the right to request the dismissal of any Contractor employee whose performance or actions are detrimental to the program. The Contractor shall dismiss any employee involved in misconduct, drugs, alcohol consumption, use or possession of firearms on City premises.

### **Contractor Employee Benefits**

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

### **Staffing Qualifications**

The Contractor shall employ highly qualified trained personnel to provide service to the City's fleet. Proposers shall include in their proposal an employee training and improvement program that recognizes the merits of ASE and vehicle or equipment manufacturers training opportunities, as they apply to the City fleet maintenance and repair.

## **Terms**

### **Definitions**

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

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

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

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

**Surety** - Shall mean the party who is bound with and for the Contractor to insure the payment of all lawful

debts pertaining to and for the acceptable performance of the Contract.

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

**Fleet**

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

**Downtime**

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

$$C = \frac{A}{B}$$

C = Downtime

A = Number of hours unit not available for use.

B = Number of hours unit is normally used (24 hours/day.)

Downtime begins when a unit is brought to the garage for authorized repair work, or upon receipt of notification that a unit requires towing to the garage for authorized repair work. Downtime ends when the department to which the unit is assigned is notified that the unit is available for service. Downtime does not include the time to make repairs necessary as a result of obvious vehicle abuse, accidents, warranty, vandalism, or Acts of God.

**Unit**

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

**Normal Wear and Tear**

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

**Non-Contract Work**

Shall mean repairs caused by user abuse, mis-use, accident damage, act of God or vandalism as determined by the City.

*The City at its discretion has the option to include any additional value-added services deemed to be in the best interest of the taxpayers based on the professional assessment*

#### **SECTION IV**

#### **TIME OF PERFORMANCE**

Contract period shall begin on October 1, 2019 and terminate on September 30, 2021, for a total of two (2) years. 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.

Written requests must be submitted to the Project Manager for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels he has no control. Requests for time extensions must be submitted immediately but in no event more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are beyond the Contractor's control.

#### **SECTION V**

#### **RENEWAL OPTION**

In the event Contractor and the City mutually agree, the Contractor is eligible to provide the services required in this Contract for up to two (2) additional one (1) year periods. In that event, the City, without additional bidding or negotiation, may, with the mutual agreement of the Contractor, extend this Contract for the additional terms. The Contractor must advise the City of its desire to extend the contract for each one (1) year term no later than ninety (90) days prior to the conclusion of each renewal term. A provisional renewal may be requested at the end of the five (5) year term to allow for the re-solicitation process. The provisional renewal shall not exceed a ninety (90) day period.

#### **SECTION VI**

#### **COMPENSATION**

##### **Fixed Contract Amount**

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

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

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

##### **Overhead Expenses**

Overhead expenses will include indirect costs incurred such as office supplies, uniforms, copying services, bonding costs and insurance. Costs for maintenance and/or repair and/or rental of equipment used in delivering goods are defined as overhead costs. The contract will allow for such overhead expenses as they are incurred and at net cost without markup. Indirect costs not included as a cost to the City are bad debts, donations, entertainment, food or drink, fines and penalties, lobbying or defense of criminal charges.

Overhead expenses will be charged to the City at a rate of one-twelfth (1/12) of the agreed annual amount monthly for overhead expenses.

**Administrative Expenses**

General administrative expenses will be charged to the City at a rate of one-twelfth (1/12) of the agreed annual amount monthly for general administrative costs.

**Management Expenses**

General management expenses will be charged to the City at a rate of one-twelfth (1/12) of the agreed annual amount monthly for general management costs.

**Non-Contract Labor Rate for Repairs**

The non-contract labor rate which will be charged to the City for non-contract work. The Non-Contract Labor Rate for Repairs including parts and supplies for Non-Contract work is defined as repairs caused by user abuse, mis-use, accident damage, act of God or vandalism as determined by the City. Authorization by the City is required prior to all Non-Contract Repairs.

**Parts and Supplies for Non-Contract Work and Outside Services**

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

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

The total amount to be paid by the City to the Contractor is on a per unit fixed price basis identified below in Schedule A and made a part of this contract.

**SCHEDULE A**

	10/1/2019-9/30/2020	10/1/2020-9/30/2021	
<b>FIXED CONTRACT ANNUAL AMOUNT</b>	<b>\$</b>	<b>\$</b>	
<b>OVERHEAD EXPENSES ANNUAL AMOUNT</b>	<b>\$</b>	<b>\$</b>	
<b>ADMINISTRATIVE EXPENSES ANNUAL AMOUNT</b>	<b>\$</b>	<b>\$</b>	
<b>MANAGEMENT EXPENSES ANNUAL AMOUNT</b>	<b>\$</b>	<b>\$</b>	
<b>ANNUAL AMOUNT TOTALS</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>HOURLY NON-CONTRACT LABOR RATE FOR REPAIRS</b>	<b>\$</b>	<b>\$</b>	

This contract allows for a price redetermination based on the U.S. Department of Labor, Bureau of Labor Statistics, and Consumer Price Index – All Urban Consumers - U.S. City Average-Transportation-Gasoline (All Types) at time of renewal only.

The Contractor must request such an adjustment in writing no later than ninety (90) days prior to the renewal date and must include in the written request documentation that the Contractor has incurred bona fide cost increases in providing services under this Contract during the period in which the request is made. The City will not allow Consumers Price Index contract adjustments, up or down, to exceed five (5%) percent combined total in any one period. Any increase will be effective on the contract renewal date.

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

The CPI can be found on the web at <http://www.bls.gov/cpi/home.htm>.

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

Contractor must invoice the City for the amount of the indemnification payment and said invoice must accompany the signed Contracts.

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

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

Progress Payments- The City may make partial payment during the progress of the work upon percentage of work completed as approved by the City.

No payment for projects involving improvements to real property must 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 asserting personal knowledge that the releases and receipts include labor and materials for which a lien could be filed.

All invoices and correspondence relative to this Contract must contain the following:

- Purchase Order number or VISA number
- Contract number
- Detail of items with prices that correspond to the Contract
- Service Area
- Date of Service
- Unique invoice number
- Partial or final release of liens.

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

In the event the City deems it expedient to perform work which has not been done by the 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.

## **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. All changes will be authorized by a written change order approved by the Division Director – Procurement Management Department, or her designee. Work must be changed, and the contract price and completion time must 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 must be at cost. **Note: Work changes may be modified if the changes “do not materially alter the scope of the competitive procurement”.** Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City shall be final and conclusive.

## **SECTION VIII** **CONFORMANCE WITH BID**

It is understood that the materials and/or work required herein are in accordance with the bid made by the Contractor pursuant to the Invitation to Bid and Specifications on file in the Procurement Management Department of the City. All documents submitted by the Contractor in relation to said bid, and all documents promulgated by the City for inviting bids 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's 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. Contractor must give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this Contract. Contractor must secure all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this Contract for any reason, Contractor must transfer such permits, if any, and if allowed by law, to the City. This indemnification must survive the termination of this Contract.

## **SECTION X** **SOVERIEGN 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 must, 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 (should be ISO CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary. 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. 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 interest's provision as provided under the standard ISO form separation of insurer's 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 must read "**City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and must include Contract #20190087–Fleet Vehicle / Equipment Maintenance and Management Services must be listed as additionally insured.**" The Policy must 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 must be required, upon thirty (30) calendar day's 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 must be attached to the Certificate of Insurance. All independent Contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

**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 basis.

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

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

**7. Pollution Liability Insurance:** Contractor shall agree to maintain Pollution Liability Insurance in limits not less than \$1,000,000 per occurrence, \$2,000,000 aggregate, for the scope of their business operations. The City of Port St. Lucie shall be listed as an additional insured. A waiver of subrogation shall be provided in favor of the Licensor. Coverage shall apply on a primary basis.

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

**9. Property Insurance:** Contractor shall agree to procure and maintain commercial property insurance, at its own expense, for the contents and property in the open (PITO) included with the leased premises, as valued on the schedule. The City assumes no responsibility for the property while under the Contractor's care, custody, and control, and as such the City will not procure nor maintain property insurance, nor be responsible for any loss or damage.



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

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

**10. 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.

**11. 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/or subcontractors utilized in performance of this contract, comply with the same insurance requirements referenced above.

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 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.

## **SECTION XII** **FINANCIAL STABILITY**

Financial Disclosure;

- Financial Statements Proposer will provide annual financial statements for the last two (2) calendar years for your organization. Independently audited statements are preferred. Statements should include the company's assets, liabilities, and net worth. At a minimum, include the Balance Sheet (Statement of Financial Positions), Income

Statement (Statement of Operations), Retained Earnings and Cash Flow Statement. The City acknowledges that privately held corporations and other business entities are not required by law to have audited financial statements. In the event the Proposer is a privately held corporation or other business entity whose financial statements are audited, such audited statements must be provided. If the privately held corporation or other business entity does not have audited financial statements, then un-audited statements or other financial documentation sufficient to provide the same information as is generally contained in an audited statement, and as required above, must be provided.

- Provide evidence of insurability and Bonding Capacity.

Disclosure of Litigation;

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

### **SECTION XIII** **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(s), 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(s) must 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 XV** **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 Subcontractor, 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 XVI** **COMPLIANCE WITH LAWS**

The Contractor must give all notices required by and must otherwise comply with all applicable laws, ordinances, and codes and must, 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 subcontractors must comply with § 119.0701, Fla. Stat. The Contractor and subcontractors 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.

Pursuant to Title VI of the Civil Rights Act of 1964 and other related federal and state laws and regulations, the City of Port St. Lucie will not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, income or family status per Resolution 14-R162 adopted by City Council on November 10, 2014.

## **RECORDS**

The City of Port St. Lucie is a public agency subject to Chapter 119, Florida Statutes. The Contractor must 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. (See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
2. During the term of the contract, the Contractor must 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 must 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 must 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**  
[cityclerks@cityofpsl.com](mailto:cityclerks@cityofpsl.com)

**SECTION XVII**  
**CLEANING UP**

The Contractor shall, during the performance of this Contract, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. Upon completion of the work, Contractor shall remove all of Contractors' equipment and all excess materials, and put the work area in a neat, clean, sanitary and safe condition.

**SECTION XVIII**  
**INSPECTION AND CORRECTION OF DEFECTS**

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Project Manager shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material

has been delivered and required work performed in accordance with terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Project Manager must approve the invoice when it is received. Thereafter the Contractor must be entitled to payment, as described in Section VI. If, on such inspection the Project Manager is not satisfied, he must as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Manager. Such examination, inspection, or tests made by the Project Manager, shall not relieve Contractor of its responsibility to remedy any deviation, deficiency, or defect.

**Authority** - The Contractor(s) are hereby informed that City inspectors are not authorized to alter, revoke, enlarge, or relax the provisions of these specifications. They are not authorized to approve or accept any portion of the completed work, or instructions contrary to the specifications. An inspector is placed on the project (or sent to the location of materials) to inspect materials being used in the work and to observe the manner in which the work is being performed and to report the progress of the work to the City. The inspector shall have the authority to reject defective materials or suspend any work that is being improperly done subject to the final decision of the City.

**Notification** - The Contractor(s) shall be responsible to give twenty-four (24) hour notification to the City, when field observations are required.

**Defective Work** - All work and/or materials not meeting the requirements of these specifications shall be deemed as defective by the City, and all such work and/or material, whether in place or not, shall be removed immediately from the site of the work. All rejected materials that have been corrected shall not be used until the City has issued written approval to the Contractor(s).

Without unnecessary delay and without any additional cost to the City, all work that has been rejected shall be remedied or removed and replaced in a manner acceptable to the City. If the Contractor(s) fails to promptly remove and properly dispose of rejected materials and/or work then replaces same immediately after being notified to do so, the City, or his/her designee,

may employ labor to remove and replace such defective work and/or materials. All charges for replacement of defective materials and/or work shall be charged to the Contractor(s) and may be deducted from any moneys due to the Contractor(s) or his Surety.

**Repair or Replacement** - Should any defect appear during the warranty period, the Contractor(s) shall, at their own expense, have repaired or replaced such item upon receipt of written notice from the City of said defect. Said repair or replacement must be accomplished within fourteen (14) calendar days after receipt of notification from the City of the defect.

**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 XIX** **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. If there is a conflict between the Contract and specifications, the Contract will control.

The City must be listed as an original owner on all manufacturers' warranties, if any, for materials and services.

**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/her self 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. All FDOT dress requirements apply. No tee shirts with obscene pictures or writings will be allowed. Swimsuits, tank tops, shorts and sandals are also prohibited. Safety toed shoes shall always be worn. Company uniform may be T-shirts with

the company name on the t-shirt. Contractors personnel must always wear reflective vest during the course of the work.

**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.

**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 and other public agencies. Contractors may agree to allow other public agencies to contract with them for the same items at the same terms and conditions as this bid, during the period of time that this bid is in effect. Each political entity will be responsible for execution of its own requirements with the Contractor.

**Discrepancies**- If in the course of performing work resulting from an award under this specification, the Contractor finds any discrepancy between the area defined in these specifications and the actual area where work is being performed, the

Contractor shall discontinue work on the subject area and inform the Project Manager of the discrepancy. The Contractor shall thereafter proceed as authorized by the Project Manager who will document any modification to these specifications that he authorized in writing as soon as possible.

**Permission to Use** - The Contractor(s) shall permit any portion of the new work, which is in suitable condition, to be used by the City for the purpose for which it was intended, provided such use does not hinder or make more expensive the work still to be done by the Contractor(s).

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

**Labor and Equipment** - The Contractor(s) shall utilize experienced help who are thoroughly capable of performing the work assigned to them. The Contractor(s) shall utilize proper equipment in good repair to perform assigned work. Failure on the part of the Contractor(s) to furnish such labor or equipment shall be sufficient cause for annulment of any award resulting from these specifications. Only equipment designed for performance of work described herein will be acceptable for operation. The equipment used must always be in good operating condition. Include a list of equipment proposed for use (owned and/or leased), with the bid. The City may inspect the equipment prior to awarding the bid, and at any time during the course of the contract. Safety devices shall be properly installed and maintained at all times the equipment is in use.

**Water Resources** – The Contractor shall not discharge without permit into waters of lakes, rivers, canals, waterways and ditches, any fuel, oils, bitumen's, garbage, sewage, or other materials which may be harmful to fish, wildlife, or vegetation, or that may be detrimental to outdoor recreation. The Contractor shall be responsible for investigating and complying with all

applicable Federal, State and local laws and regulations governing pollution of waters. All work under this Contract shall be performed in such manner that objectionable conditions will not be created in waters through or adjacent to the project areas.

**Sanitary Conditions** - The Contractor(s) shall be responsible to provide and maintain in a neat and sanitary condition such accommodations for the use of employees as may be necessary to comply with the regulations of the County Board of Health or other bodies having jurisdiction. Contractor(s) shall commit no public nuisance.

**Access to Work** - The Contractor(s) must be responsible to permit the City, its inspectors, and other authorized representatives of the City to have access to all parts of the work, and to all materials intended for use in the work, and to all factories where such materials are manufactured, at all times. The above designated City personnel must be permitted during said access to remove materials and make such inspections, as they deem necessary. Materials submitted for approval will

be inspected and passed upon as promptly as practical as will work in progress. However, failure to reject defective work at the time it is done and/or failure to reject materials must in no way prevent rejection at any time prior to final acceptance of the work authorized by the City.

**Foreman or Superintendent and Workmen** - The Contractor(s) shall at all times during progress of the work, have on site a competent foreman or superintendent with authority to act for him and to cooperate with the City and/or his/her designee. The Contractor(s) must provide competent, careful and reliable workmen engaged on special work, or skilled work, such as concrete bases, pavements, or structures, or in any trade, with sufficient experience in such work to perform it properly and satisfactorily and to operate the equipment involved. Provide workmen that shall make due and proper effort to execute the work in the manner prescribed in the Contract Documents.

It is prohibited as a conflict of interest for a Contractor to subcontract with a consultant to perform Contractor Quality Control when the consultant is under contract with the City to perform work on any project described in the Contractor's contract with the City.

Prior to approving a consultant for Contractor Quality Control, the Contractor shall submit to the City a certificate from the proposed consultant certifying that no conflict of interest exists.

**Adjustments** - The Contractor(s) shall be responsible to arrange with utility companies for any adjustment necessary. The Contractor(s) shall also be responsible to identify and avoid damage to all utilities (publicly and privately owned) within the area where work is being performed.

**Damages** - The Contractor(s) shall be responsible for the charge and care of all work from damage by the elements or from any cause whatsoever until Contractor has been paid in full.

No claim for damages or any claim other than for an extension of time shall be made or asserted against the City by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from the City for direct, indirect, consequential, impact or other costs, expenses, or damages, including but not limited to, costs of accidental or inefficiency, arising because of delay, disruption, interference from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable, or avoidable. Contractor shall be entitled only to extensions of the Contract Time as sole and exclusive remedy for such delays, in accordance with and to the extent specifically provided herein.

**Damage to Property** – The Contractor shall preserve from damage all property along the line of work, or which is in the vicinity of or is in any way affected by the work, the removal, or destruction of which is not called for by the plans. This applies to public and private property, public and private utilities, trees, shrubs, crops, signs, monuments, fences, guardrail, pipe and underground structures, public highways, etc. Whenever such property is damaged due to the activities of the Contractor, it shall be immediately restored to a condition equal to or better than existing before such damage or injury was done by the

Contractor, and at the Contractor's expense. The Contractor's special attention is directed to protection of any geodetic monument, horizontal, vertical or property corner, located within the limits of construction.

National Geodetic Vertical Datum 1929 (NGVD '29) or North American Vertical Datum 1988 (NAVD '88) monuments shall be protected. If in danger of damage, notify:

Geodetic Information Center  
6001 Executive Boulevard  
Rockville, MD 20852  
Attn: Maintenance Center (301) 443-8319

City of Port St. Lucie vertical or horizontal datum shall also be protected. In case of damage or if relocation is needed, notify:

City of Port St. Lucie  
Public Works Department  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984-5099 (772) 871-5175

## **SECTION XX** **LICENSING**

Contractor warrants that he possesses all licenses and certificates necessary to perform required work and is not in violation of any laws. Contractor warrants that his license and certificates are current and will be maintained throughout the duration of the Contract.

## **SECTION XXI**

### **SAFETY PRECAUTIONS**

Precaution shall be exercised at all times for the protection of persons, including employees, member of the public and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

**Safety Data Sheets** - Contractor is required to provide a copy of the Safety Data Sheets (SDS) for all chemicals used in the execution of their work. The SDS must be maintained by the user agency.

**Personal Protective Equipment (PPE)** - All personnel are required to wear PPE in the process of the work including eye protection, hearing protection, respiratory protection as necessary, gloves, approved safety boots with steel or composite toes, reflective vests and any other PPE as necessary for the work.

**Safety Precautions** - The Contractor shall erect and maintain all necessary safeguards for the protection of the Contractor's employees and subcontractors, City personnel, and the general public; including, but not limited to, posting danger signs, coned off vehicles, arrow boards and other warnings against hazards as is prudent and/or required by law to protect the public interest. The Contractor's employees shall wear company uniforms, safety vests, safety boots and safety glasses. All damage, injury or loss to persons and/or property caused, directly or indirectly, in whole or in part, by the Contractor's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the Contractor(s). The Contractor always needs to have beacon lights and or slow-moving signs on all equipment fully operational. All vehicles used to transport equipment must be coned off when left on the side of the roadway.

**OSHA Compliance** – Contractor must agree that the products furnished, and application methods will comply with applicable provisions of the Williams-Steiger Occupational Safety and Health Act of 1970.

## **SECTION XXII**

### **ASSIGNMENT**

Contractor shall not delegate, assign or subcontract any part of the work required to be performed under this Contract or assign any monies due Contractor hereunder without first obtaining the written consent of the City.

## **SECTION XXIII**

### **TERMINATION, DELAYS AND LIQUIDATED DAMAGES**

**A. Termination for Breach of Contract.** If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will insure its completion within the time specified in this Contract, the City by written notice to the 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 for such material. 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, the Contractor shall provide to the City two hundred (\$200.00) 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 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. Termination by the City.** The City may terminate this Contract with or without cause by giving the vendor/Contractor thirty (30) day notice in writing. Upon delivery of said notice the vendor/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.

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

#### **SECTION XXIV** **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 pursuant to this Contract shall be in a State Court of jurisdiction 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 XXV** **REIMBURSEMENT FOR INSPECTION**

The Contractor agrees to reimburse the City for any expenditures incurred by the City in the process of testing materials supplied by the Contractor against the specifications under which said materials were procured, if said materials prove to be defective, improperly applied, and/or in other manners not in compliance with specifications. Expenditures as defined herein shall include, but not be limited to, the replacement value of materials destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies provided in the Contract.

#### **SECTION XXVI** **APPROPRIATION APPROVAL**

The Contractor acknowledges that the City of Port Saint 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, the City may terminate this Contract and that no charges, penalties or other costs shall be assessed.

**SECTION XXVII**  
**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 XXVIII**  
**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 XXIX**  
**COMPLIANCE WITH LAW, RULES & REGULATIONS**

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 it, on the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this Contract. Contractor shall secure all permits, fees, licenses, and inspections necessary for the execution of the Work, and

upon termination of this Contract for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the City.

**SECTION XXX**  
**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 XXXI**  
**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 XXXII**  
**ENTIRE CONTRACT**

The written terms and provisions of this Contract shall supersede all prior verbal 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: \_\_\_\_\_  
City Purchasing Agent

By: \_\_\_\_\_  
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 (s/he) executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Signature

Notary Public State of \_\_\_\_\_ at Large.

My Commission Expires \_\_\_\_\_.

(seal)

**TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT**

STATE OF FLORIDA   §  
COUNTY OF       §

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

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

2. That the undersigned firm is a corporation which engages in furnishing Audited accounting and is entering into an agreement with the City of Port St. Lucie, St. Lucie County, Florida to provide professional services for a project known as #20190087, Fleet Vehicle / Equipment Maintenance and Management Services.

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

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

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

FURTHER AFFIANT SAYETH NAUGHT

\_\_\_\_\_  
Name of Firm

By: \_\_\_\_\_  
Authorized Signature

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

WITNESS my hand and official seal in the State of County last aforesaid this \_\_\_the day of \_\_\_\_\_, 20 \_\_\_\_.

(SEAL)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Notary Name (typed or printed)

\_\_\_\_\_  
Title or Rank

**RFP Reply Sheet/Questionnaire # 20190087**  
**FLEET VEHICLE / EQUIPMENT MAINTENANCE AND MANAGEMENT SERVICES**

1. COMPANY NAME: \_\_\_\_\_

PHYSICAL ADDRESS: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER: ( ) \_\_\_\_\_ FAX NO. ( ) \_\_\_\_\_

CONTACT PERSON : \_\_\_\_\_ E-MAIL : \_\_\_\_\_

**2. ORGANIZATIONAL PROFILE:** (complete all appropriate information)

Is the firm incorporated? Yes--No If yes, in what state? \_\_\_\_\_

\_\_\_\_\_  
President

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Treasurer

Does your firm have a drug free workplace program? Yes ( ) or No ( )

3. Number of years your firm has been in this type of business? \_\_\_\_\_ How long at present location: \_\_\_\_\_

4. Will your company be using subcontractors for any part of this Contract? Yes ( ) No ( ) If yes, please list: telephone numbers, and contact information. Include all license that allows them to perform the work.

5. Is this firm claiming Local Preference under City ordinance 35.12? Yes ( ) No ( )

6. Does firm have a drug-free workplace program: Yes ( ) No ( )

If no, is your company planning to implement such a program? \_\_\_\_\_

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

Addendum Number	Date Issued

8. **VENDOR'S LIST** - If your company offers commodities other than the one (1) specified for this bid, and you wish to be put on the vendor's list, please contact DemandStar at demandstar.com. Bid Tabulation Reports are advertised on the City's Web Site at www.cityofpsl.com.

9. **PROPOSAL RESPONSE**

9.1 Will Proposer accept the Purchasing Card (Visa). Yes ( ) No ( )

10. **Proposal Cost**

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

12. **COMPLETION OF FORM** - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Proposer. The City reserves the right to hold proposals and proposal guarantees for a period not to exceed one hundred eighty (180) calendar days after the date of the proposal opening stated in the Request for Proposal before awarding the Contract. Contract award constitutes the date that City Council executes the motion to award the proposal.

13. **CONTRACT** - Proposer agrees to comply with all requirements stated in the specifications for this proposal.

14. Firm's experience with three (3) similar projects in the past five (5) years in Florida. Indicate which team member(s) was part of similar contracts. Indicate specifically the plant size, nature and extent of the work performed by the individual(s) or firms on prior similar contracts. (Insert additional lines if necessary) Please include client's contact name, address, e-mail, phone number, and year project was built. The City of Port St. Lucie shall **not** be used to meet this requirement.

.....

**Project #1:**

Name of Individual & Company: \_\_\_\_\_

Client's name, contact information, e-mail, phone number, and the Project Supervisor that was in charge on the project: \_\_\_\_\_

Overall description of project \_\_\_\_\_

Was the firm a subcontractor on this project? \_\_\_\_\_

What was the project total dollar amount? \_\_\_\_\_

List all change orders and dollar amounts: \_\_\_\_\_

Was the project maintained on time and within budget? \_\_\_\_\_

When was the project completed? \_\_\_\_\_

.....

**Project #2:**

Name of Individual &amp; Company: \_\_\_\_\_

Client's name, contact information, e-mail, phone number, and the Project Supervisor that was in charge on the project: \_\_\_\_\_

Overall description of project: \_\_\_\_\_

Was the firm a subcontractor on this project? \_\_\_\_\_

What was the project total dollar amount? \_\_\_\_\_

List all change orders and dollar amounts: \_\_\_\_\_

Was the project maintained on time and within budget? \_\_\_\_\_

When was the project completed? \_\_\_\_\_

**Project #3:**

Name of Individual &amp; Company: \_\_\_\_\_

Client's name, contact information, e-mail, phone number, and the Project Supervisor that was in charge on the project: \_\_\_\_\_

Overall description of: \_\_\_\_\_

Was the firm a subcontractor on this project? \_\_\_\_\_

What was the project total dollar amount? \_\_\_\_\_

List all change orders and dollar amounts: \_\_\_\_\_

Was the project maintained on time and within budget? \_\_\_\_\_

When was the project completed? \_\_\_\_\_

15. Has the Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

Yes ( )

No ( )

16. Does your company have a safety program and provide all needed safety equipment? Yes ( ) No ( )

17. 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 – insert lines if needed)

**18.** List any judgements from lawsuits in the last five (5) years:

---

---

(N/A is not an acceptable answer – insert lines if needed)

**19.** List any criminal violations and/or convictions of the Proposer and/or any of its principals:

---

---

(N/A is not an acceptable answer – insert lines if needed)

*[Remainder of page blank]*



**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 RFP #20190087 is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud.

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

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

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

\_\_\_\_\_  
Signature\_\_\_\_\_  
Title

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

**Witnesses:**\_\_\_\_\_  
Print name\_\_\_\_\_  
Signature\_\_\_\_\_  
Print name\_\_\_\_\_  
Signature**If Individual:**\_\_\_\_\_  
Print name\_\_\_\_\_  
Signature**If Partnership:**\_\_\_\_\_  
Print Name of FirmBy: \_\_\_\_\_  
(General Partner)**If Corporation:**\_\_\_\_\_  
Print Name of CorporationBy: \_\_\_\_\_  
(President)Attest: \_\_\_\_\_  
(Secretary)

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

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

RFP Number: 20190087  
Title: Fleet Vehicle / Equipment Maintenance and Management Services

Proposer/Respondent: \_\_\_\_\_

Reference: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Person to contact: \_\_\_\_\_

**Reference Instructions: The above Proposer has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within two (2) days to 772-871-5221 or email to lsevillian@cityofpsl.com.**

Describe the scope of work the Contractor provided and type of services were performed?

Was the project completed on time and within budget?

Were any other areas damaged during the project?

How many projects has this vendor completed for you within the past 5 years?

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

What problems were encountered (claims)?

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

Professionalism \_\_\_\_\_

Final Product \_\_\_\_\_

Qualifications \_\_\_\_\_

Cooperation \_\_\_\_\_

Budget Control \_\_\_\_\_

Reliability \_\_\_\_\_

Would you contract with this Contractor again? Yes ☐ No ☐ Maybe ☐

Comments:

Thank you.

**Note: All references must be submitted by the RFP submittal deadline.**

**CITY OF PORT ST. LUCIE, FLORIDA  
RFP-Bid #20190087  
FLEET VEHICLE / EQUIPMENT MAINTENANCE AND MANAGEMENT SERVICES**

**STATE OF FLORIDA  
E-VERIFY**

Contract No: \_\_\_\_\_

Financial Project No(s): \_\_\_\_\_

Project Description: \_\_\_\_\_  
\_\_\_\_\_

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant:

1. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/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.

Company/Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DRUG-FREE WORKPLACE FORM**  
**E-RFP-Bid #20190087**  
**FLEET VEHICLE / EQUIPMENT MAINTENANCE AND MANAGEMENT SERVICES**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that  
\_\_\_\_\_ does:

(Name of Business)

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

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

\_\_\_\_\_  
Proposer's Signature

\_\_\_\_\_  
Date

**CONTRACTOR CODE OF ETHICS**  
**E-RFP- #20190087**  
**FLEET VEHICLE / EQUIPMENT MAINTENANCE AND MANAGEMENT SERVICES**

The City of Port St Lucie ("City"), through its Procurement Management Department ("PMD") is committed to a procurement process that fosters fair and open competition, is conducted under the highest ethical standards and enjoys the complete confidence of the public. To achieve these purposes, PMD requires each Contractor who seeks to do business with the City to subscribe to this Contractor 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 Contractors intending to bid on the same contract or similar City contract for limiting competition. A Contractor 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 Contractor 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 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 Contractor 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 Contractor contracted by the City.
- ◆ Contractors 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, Contractors must require their suppliers (including temporary labor agencies) to do the same. Contractors 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 Contractor contract shall prevail.**

**CITY OF PORT ST. LUCIE, FLORIDA**  
**E-RFP- #20190087**  
**FLEET VEHICLE / EQUIPMENT MAINTENANCE AND MANAGEMENT SERVICES**

**CONTRACTOR VERIFICATION FORM**

THE FOLLOWING IS TO BE COMPLETED BY PRIME PROPOSER:

Name of Firm: \_\_\_\_\_

Corporate Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
(Zip Code)

By: \_\_\_\_\_  
(Print name) (Print title)

\_\_\_\_\_  
(Authorized Signature)

Telephone: ( ) \_\_\_\_\_

Fax: ( ) \_\_\_\_\_

State License # \_\_\_\_\_ (ATTACH COPY)

County License # \_\_\_\_\_ (ATTACH COPY)

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

Type of License: \_\_\_\_\_

Unlimited \_\_\_\_\_ (yes/no)

If "NO", Limited to what trade? \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT****E-RFP- #20190087****FLEET VEHICLE / EQUIPMENT MAINTENANCE AND MANAGEMENT SERVICES**

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 bid/PROPOSAL;

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

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

4. Neither the said Proposer/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 Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Port St. Lucie or any person interested in the proposed Contract; and

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

(Signed) \_\_\_\_\_

(Title) \_\_\_\_\_

STATE OF FLORIDA}  
COUNTY OF ST. LUCIE} SS:The foregoing instrument was acknowledged before me this \_\_\_\_\_  
(Date)

by: \_\_\_\_\_ who is personally known to me or who has produced

\_\_\_\_\_ as identification and who did (did not) take an oath.

\_\_\_\_\_ Commission No. \_\_\_\_\_

Notary (print &amp; sign name)

**CHECKLIST**  
**E-RFP- #20190087**  
**FLEET VEHICLE / EQUIPMENT MAINTENANCE AND MANAGEMENT SERVICES**

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

- \_\_\_\_\_ Documents uploaded in one (1) .pdf file and in order of the Reply E-RFP- #20190087 Certified Minority Business Certificate (if applicable), Local preference documents (if applicable), W9, current Certificate of Insurance, current License, business tax receipt if applicable, three (3) reference forms, E-Verify Statement, Drug Free and Check list onto DemandStar by the due date and time.
- \_\_\_\_\_ All questions on the Reply are complete and thoroughly answered.
- \_\_\_\_\_ Each Bid Addendum (when issued) is acknowledged.
- \_\_\_\_\_ Review and acceptance of the Contract and all City Terms and Conditions.
- \_\_\_\_\_ After review of uploaded documents on DemandStar web site, selected the Submit button at bottom of page.

*[Remainder of page blank]*



**COST PROPOSAL FOR CONTRACT # 20190087  
FLEET VEHICLE / EQUIPMENT MAINTENANCE AND MANAGEMENT SERVICES**

**SCHEDULE A**

The total amount to be paid by the City to the Contractor is on a per unit fixed price basis identified below in Schedule A and made a part of this contract.

	10/1/2019-9/30/2020	10/1/2020-9/30/2021	
<b>FIXED CONTRACT ANNUAL AMOUNT</b>	<b>\$</b>	<b>\$</b>	
<b>OVERHEAD EXPENSES ANNUAL AMOUNT</b>	<b>\$</b>	<b>\$</b>	
<b>ADMINISTRATIVE EXPENSES ANNUAL AMOUNT</b>	<b>\$</b>	<b>\$</b>	
<b>MANAGEMENT EXPENSES ANNUAL AMOUNT</b>	<b>\$</b>	<b>\$</b>	
<b>ANNUAL AMOUNT TOTALS</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>HOURLY NON-CONTRACT LABOR RATE FOR REPAIRS</b>	<b>\$</b>	<b>\$</b>	

**INVENTORY # 20190087 FLEET VEHICLE / EQUIPMENT MAINTENANCE AND MANAGEMENT SERVICES**

**See attached excel spreadsheet containing current Inventory.**