



"A City for All Ages"

CITY OF PORT ST. LUCIE

Sealed Electronic Proposal #20190101

Request for Qualifications (RFQu)

for

Design Services for A New City Building

Prepared By:
June Raymond
Procurement Agent I
Procurement Management Department
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
772-344-4055
jraymond@cityofpsl.com

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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 RFQu 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. June Raymond, for the procurement of these services.

All questions regarding this RFQu or Solicitation are to be submitted in writing to June Raymond, Procurement Agent I with the Procurement Management Department via e-mail jraymond@cityofpsl.com, or by phone 772-344-4055. Please reference the RFQu/Solicitation number on all correspondence to the City.

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

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

1.0 BACKGROUND

The City of Port St. Lucie, located in St. Lucie County, is the 8th largest City in Florida having a population approaching 190,000. It was incorporated in 1961 and is located near the Atlantic Ocean on the southeast coast of Florida. It is situated in the southern part of St. Lucie County which lies between Indian River County to the North and Martin County to the South. The City of Port St. Lucie employs nearly 1,200 employees and has been ranked "Best Places to Work" for the past four (4) years.

2.0 INTENT

The City invites qualified, certified architectural design professionals to submit RFQu proposals for the design of an ADA compliant, one-story, concrete block, stucco structure that will be used as office space, (the "Project"). The size of the Project will be approximately 3500 square feet and will be designed to have a metal roof, impact glass windows and a painted exterior. The interior of the Project will have the following characteristics; 4 offices, 2 bathrooms with standup showers, a large common area and a kitchenette. All floors will be tiled. The HVAC system will be designed to provide adequate cooling and heating.

Accompanying and part of this Request for Qualifications (RFQu) is a sample contract which includes details related to the terms and conditions of doing business with the City. The proposed contract would be completed with data provided in a successful response to this RFQu.

The issuance of this RFQu 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 RFQu, waive any informality or defect in any proposal, or to cancel all or part of this RFQu if it is in the best interests of the City. All proposals, plans and other documents submitted shall become the property of the City and are considered public information subject to review under Florida's public records law.

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

NOTE: The City may not accept proposals from firms, that have had adversarial relationships with the City or firms that have represented entities that have had adversarial relationships with the City. This includes the firm, employees and financial or legal interests.

REQUEST FOR PROPOSALS

Through this RFQu, the Proposer agrees to perform all work pursuant to this Proposal #20190101, **Design Services for A New City Building and all specified scope of services and deliverables**, which is incorporated herein by this reference.

This RFQu expresses the City's selection criteria and submittal requirements that must be followed by any individual or entity (hereinafter referred to as the "Proposer") desiring to present a proposal. The City will consider all qualified responses to this RFQu 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 RFQu #20190101 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 **August 30, 2019 @ 2:00 P.M. EST.**

3.0 SCOPE OF SERVICES

The final concept of the project shall reflect the following:

- The Consultant shall provide all architectural design services as necessary to develop a complete set of architectural drawings that are suitable for all permitting, utility work and construction required to complete the Project.
- The Consultant shall develop proposal specifications and a work scope suitable to support an RFQ for the Project. The Consultant will be available to support the City of Port St Lucie in evaluating proposals for the Project.
- The Consultant shall provide a detailed construction cost estimate for the Project.

The consulting professional selected to provide these design services must be currently registered and licensed to work in the State of Florida.

Site Information

The City shall provide consultant with information on the Project site, as it has in its possession, but makes no representation as to the sufficiency of these documents. Consultant shall be responsible for requesting, in writing, any information from the City, as it requires, for completion of its obligation under this Agreement.

Task 1 Project Initiation

1. Project kick-off meeting with responsible department.

Task 2 Site Analysis

1. Analyze existing elements within the proposed site to guide building design.
2. Built Site Elements
 - a. Lighting & Parking Studies: The design consultant is responsible to perform lighting, parking & traffic studies for the existing and proposed site conditions.
 - b. Existing Underground Infrastructure: Investigate and plan for all needed changes to existing underground infrastructure (water, sewer, electrical, etc.).
 - c. Permits, agreements and easements: Investigate all requirements for construction. Create a checklist of all permits required and impacts to schedule related to these permits.

Task 3 Schematic/Concept Design

1. Site layout and renderings including amenities to be included in the building.
2. Complete space programming and evaluate with the site alternatives.
3. Finalize schedules and Project milestones including bidding and construction schedules.
4. Based upon a mutually agreed-upon program for space allocation, define schedule and construction requirements, produce schematic level site plan, floor plan, elevations, sections, diagrams and narratives to describe structural, mechanical, and electrical designs.
5. At the end of Schematic/Concept Design, consultant shall prepare an estimate of construction costs based on a mutually agreed-upon site layout and schedule. Consultant's estimate shall include contingency allowances for the cost of implementing changes due to the consultant's drawing clarifications, unforeseen conditions, and escalation of prices for materials and labor that are appropriate for bidding according to the approved Project schedule. Construction cost estimates shall be provided for constructing the building.

Task 4 Special Studies, Environmental Assessment and Certification

Consultant shall review, analyze and identify environmental impacts, including but not limited to, removing and removal of vegetation, demolishing curb, gutter and pavement areas, visual tree canopy, parking, lighting and construction impacts. The consultant shall prepare all documents necessary to complete the scope of work for the project, including consideration of staff input.

Note: All structural designs must meet the current ADA accessibility standards.

Task 5 – Post Design Services

The Consultant will attend the pre-proposal meeting, answer questions regarding the Construction Plans or technical aspects of proposal documents during the proposal process, attend the pre-construction meeting and progress meetings, as requested by the City, and resolve design issues identified in the field during construction.

Task 6: Additional Services

The Consultant shall provide any additional services requested by the City in accordance with the negotiated Fee Schedule listed in the contract. Additional services will not be performed unless specifically requested by the City, and an addendum to this agreement is executed.

Deliverables

1. Schematic Design Documents (design criteria, drawings, diagrams and specifications setting forth the requirements of the project).
2. Architectural Drawings, including a site plan showing location of setbacks, roadways, trails, drainage infrastructure, utilities and other existing on-site improvements.
3. Project Specification Package in the form of a "Scope of Work" document.
4. All required Construction Plans, including but not limited to roadway plans (if necessary), structure plans, component plans, geotechnical reports, surveys, environmental reports, lighting plans, grading plans and parking, paving and drainage plans (if applicable). All plans/drawings must be able to attain all local, state and federal permits.
5. Estimate of construction costs to complete the Project based on a mutually agreed-upon site layout and schedule. Consultant's estimate shall include contingency allowances for the cost of implementing changes due to the consultant's drawing clarifications, unforeseen conditions, and escalation of prices for materials and labor that are appropriate for bidding according to the approved Project schedule. All drawings, plans, reports and surveys are to be signed and sealed by qualified professionals.

Note: Deliverables shall be provided in hard copy and in electronic copy in the size and the format requested by the City.

Upon completion of the Project, the Consultant shall furnish to the City the following:

100 % Record Set:

- 3 sets of signed and sealed as-built plans
- 5 sets of copies of the signed and sealed as-built plans
- 3 sets of warranty documentation (lighting etc.)
- 3 sets of final documentation (if different from final component submittal)
- 2 (two) Final Project (As-builts) CD's in format required by the City.

The Professional Architect in responsible charge of the Project's design as Architect of Record shall professionally endorse the record prints, the special provisions and all reference and support documents.

The Architect shall complete the record set as the Project is being constructed. The record set becomes the as-built plans at the end of the Project. All changes shall be signed/sealed by the appropriate parties. The record set shall reflect all changes initiated by the Architectural Firm or the City in the form of revisions. The record set shall be submitted on a Final Project CD upon Project completion.

4.0 PROPOSAL SUBMISSION

The submission of proposals must be submitted electronically through DemandStar or purch@cityofpsl.com by Proposers responding to this RFQu. All submittals must be compatible with Microsoft Office 2007. E-proposal will be done through a secure locked box. The Proposer can only view/submit his/her E-proposal and will not have access to any other Proposer's submittals. The Proposer's E-proposal may be changed at the Proposer's discretion until the

RFQu Due Date and Time is reached. The Proposer will no longer be allowed to change or have access to the electronic proposal submittal after the RFQu Due Date and Time as the City will open all proposals on said date. Any Proposer who is submitting an E-Proposal for the first time is strongly encouraged to contact DemandStar by e-mailing questions to demandstar@demandstar.com.

All proposals shall be submitted by completing and returning the Questionnaire and other required documents. The Questionnaire should be typed or printed and signed in blue ink. All submittals are required to be electronic and be contained in two (2) files. No hard copies will be accepted.

- A. Request Proposal Specifications, #20190101 from Onvia, or via internet www.cityofpsl.com
- B. Download the CONSULTANT'S QUESTIONNAIRE and save to your hard drive. Enter information requested on the CONSULTANT'S QUESTIONNAIRE.
- C. Electronically sign the CONSULTANT'S QUESTIONNAIRE where indicated.
- D. Upload in one file and in the following order: the proposal response formatted as instructed in section 8 of this document, CONSULTANT'S QUESTIONNAIRE for RFQu-Proposal #20190101, completed references, W9, current Certificate of Insurance, license; then add the following documents: Truth-In-Negotiation Certificate and Affidavit, E-verify, Drug Free Workplace Form, Consultant Code of Ethics, Consultant Verification Form, Non-Collusion Affidavit and RFQu-Proposal checklist, onto Demandstar in one file by the due date and time. Acknowledge all Addenda on the CONSULTANT'S QUESTIONNAIRE. Additional documents should reference the question in the CONSULTANT'S QUESTIONNAIRE.
- E. In second file upload financial disclosure documents.
- F. 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. ***

NOTE: The City may not accept proposals from firms, that have had adversarial relationships with the City or firms that have represented entities that have had adversarial relationships with the City. This includes the firm, employees and financial or legal interests. The City will not enter into a contract or conduct business with any firm or any personnel that is listed on the Federal, State, or other local government agencies' System for Award Management (SAM) formerly Excluded Parties List, Suspended List or Debarment List.

CAUTION

It is the sole responsibility of the Proposer to assure that his or her submittal is uploaded to DemandStar or purch@cityofpsl.com on or before the RFQu 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 RFQu, may become a public document pursuant to Chapter 119 of the Florida Statutes. If information submitted in response to a procurement is believed to be confidential, proprietary or trade secret information, the responding entity should identify the information as such in writing, and submit it in a separate responsive package. The City of Port St. Lucie will comply with all public record laws, including those exempting disclosure of trade secret information pursuant to Florida law.

5.0 PROPOSAL SUBMISSION DEADLINE

Proposals shall be submitted no later than the Proposal Deadline time and date. Proposers shall respond to the written RFQ and any exhibits, attachments, or amendments. A Proposer's failure to submit a proposal as required before the deadline shall cause their proposal to be disqualified. Under no circumstances shall proposals delivered to or received by the City after the RFQ 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 RFQ 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 RFQ Due Date and Time. No exceptions will be made.

5.1 Proposal Due Date

August 30, 2019 @ 2:00PM (EST)

5.2 Pre-Proposal Conference

The City will hold one Pre-Proposal Conference: **August 6, 2019 @ 10:00AM (EST)** City of Port St. Lucie, Procurement Management Conference Room, Suite 390, Building A, 121 S.W. Port St. Lucie Blvd. – Port St. Lucie, FL 34984

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

TENTATIVE SCHEDULE

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

It is the intent of the City to have this project completed within a limited time frame. Therefore, priority will be given to firms who recognize and display the ability to work within the restrictions of the following tentative schedule:

REVIEW AND SELECTION PROCESS

ACTION	DATE	TIME
Advertisement with Onvia DemandStar	Tuesday, July 30, 2019	
Pre-Proposal Conference	Tuesday, August 6, 2019	10:00 AM (EST)
Questions Due	Wednesday, August 7, 2019	3:00 PM (EST)
Answers Posted on DemandStar	Friday, August 9, 2019	5:00 PM (EST)
Proposals Due	Friday, August 30, 2019	2:00 PM (EST)
Evaluation Committee Meeting*	Wednesday, September 11, 2019	10:00 AM (EST)
Evaluation Committee Meeting*	Tuesday, October 1, 2019	10:00 AM (EST)
**City Council Short List Approval	TBA	6:30 PM (EST)
**City Council Contract Approval	TBA	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 to confirm time.

6.0 PROPOSAL QUESTIONS

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

6.1 Questions Due Date

August 7, 2019 @ 3:00PM (EST)

Late questions will not be accepted or answered.

6.2 Answers Posted

July 12, 2019 @ 5:00PM (EST)

7.0 ADMINISTRATIVE INFORMATION

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

- 7.1 RFQu Facilitator: The main point of contact for this RFQu shall be:
June Raymond
Procurement Agent I
Procurement Management Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
772-344-4055 / FAX 772-871-7337
E-mail: jraymond@cityofpsl.com

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

7.2 Communications Regarding the RFQu:

7.2.1 Communications Paragraph / Restrictive

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

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

7.2.3 All communication should be in writing to the RFQu Facilitator. Any oral communications shall be considered unofficial and non-binding. Written comments, including questions and requests for clarification, must reference the RFQu number and should be submitted no later than **August 7, 2019 no later than 3:00PM (EST)**

7.2.4 The City shall respond in writing to written communications. Such response shall constitute an addendum to the RFQu. Only written responses to written communication shall be considered official and binding upon the City. The City reserves the right, at its sole discretion, to determine

appropriate and adequate responses to the written comments, questions, and requests for clarification.

7.3 Proposal Preparation Costs:

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

7.4 Proposal Withdrawal:

A proposing Firm may withdraw their Proposal by submitting a written request for its withdrawal, such request having the signature of an authorized company representative, to the City RFQu Facilitator at any time prior to the submission deadline. The Firm may thereafter submit a new Proposal prior to the deadline. Modifications offered after the deadline and before the BAFO (if applicable) process will not be considered.

7.5 Proposal Amendment:

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

7.6 Ambiguity, Conflict or Errors in RFQu:

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

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

If a firm fails to notify the City prior to the date and time fixed for submission of an error or ambiguity in the RFQu 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 RFQu prior to the date and time fixed for submission of proposals by issuance/posting of an addendum. All addenda will be numbered consecutively beginning with 1.

7.7 Proposal Acceptance Period:

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

7.8 Right to Rejection:

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

7.8.2 Any proposal received which does not meet the requirements of this RFQu may be considered non-responsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFQu 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 RFQu.

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

7.9 Implied Requirements:

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

7.10 Proposal of Additional Services:

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

8.0 INSTRUCTIONS FOR PREPARATION OF PROPOSALS

A. Qualification Information. The submitted response to the RFQu must contain detailed and concise qualifications of the Firm and personnel. Proposal Firms should respond in enough detail so that the specific guidelines and purpose are clearly represented. The response to the RFQu must include information as described below and as addressed in criteria.

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

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

- C. Management Plan. This section shall describe the Firm's 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. A submission of sample tables and graphs that are reflective of the survey work typically performed by the consultant should be included in the proposal.
- D. Current Contracts. This section should show obligations that could pose a potential conflict of interest and any current City contracts in effect.
- E. Firm's Location. Code of Ordinances Sec. 35.12. - Local preference in purchasing or contracting. "Local business" for the purposes of this section, "local business" shall mean a business which meets **all** the following criteria:
- 1) 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 proposals 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
 - 2) Holds any business tax receipt required by the City of Port St. Lucie (City).
- F. Firm's Work Plans. This section should include, but is not limited to, special concerns or accommodations needed for a successful project.
- G. Prior Litigation, Arbitration, and Claims, Including with City. This section should list all professional related litigation, arbitration or claims involving your Firm and sub-contractors, inclusive of any litigation, arbitration or claims involving the City of Port St. Lucie, St. Lucie County.
- H. Other Material. Please include any additional material that may assist the City in evaluating the proposals and approach to the project. Pre-printed advertisements, brochures, and promotional material may be attached as additional information, but shall not serve as a substitute for a specific response. Attachment of brochures instead of the written response request will be grounds for disqualification or devaluation. A simple "yes" or "no" answer alone will not be acceptable unless clearly requested; an explanation shall be provided for each question/issue listed in this response outline. However, clarity and brevity of presentation, not length, will be favorably considered.
- I. Proposed Schedule. This section shall include a detailed breakdown and timelines for achieving the scope of work, with a delineation of assigned staff for each task associated with the project. Also include quality assurance efforts for the data collection and analysis tasks, a process for ensuring that no individual respondents will be identified, and a project timeline. The consultant must have sufficient equipment and personnel for back-up and/or emergencies to assure prompt scheduling and completion of services within the schedule.
- J. Financial Stability. Financial strength and competence, responsibility of the firm or entity, ensuring the stability of future operations.
- 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 shall 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, shall be provided.
 - Provide evidence of insurability.

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
- Within the last five years, whether the proposer has defaulted on a contract to provide services and any litigation regarding such contracts; cancellation of, or failure to be renewed, for alleged fault of the part of your company. Provide specific information regarding the aforementioned.
- Any suspension or debarment by any government entity; any prior conviction for bribery theft, forgery, embezzlement, falsification or destruction of records, antitrust violations, any prior violation of City or County ethical standards.

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

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

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

Each category 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 of the firm, entity, or individual; experience, certification, licensure. Number of years in business minimum of five (5) years as licensed design architect. Minimum of five (5) years as a Design Architectural Firm licensed and certified in the State of Florida. Number of top level / top tier staff assigned to the City's project. (Form 330)	35
B. Approach to delivering project. (Current Contracts, Management Plan, Work Plan(s) and Proposed Schedule)	25
C. Three (3) References for similar projects from governmental agencies / public entities performed within the last three (3) years. This pertains to the level of experience with municipalities of similar size, structure and complexity. <u>Note: The City of Port St. Lucie "may not" be used as a reference if you are currently doing business with the City. Proposer shall submit all completed references with their RFQ packet by the submittal deadline.</u>	20
D. Financial Stability - Financial strength and competence, responsibility of the firm or entity, ensuring the stability of operations. <ul style="list-style-type: none"> • Financial Disclosure Statement • Evidence of Insurability 	10

<ul style="list-style-type: none"> • Disclosure of Litigation • Financial Statement for last two (2) years 	
E. Firm's Location. (Code of Ordinances Sec. 35.12. - Local preference in purchasing or contracting)	5
F. Minority/Veteran owned business certification by Florida Department of Management Services. Your business must meet the following eligibility requirements: <ul style="list-style-type: none"> • Be legally registered to do business in Florida as a for-profit organization (registration through the Department of State). • Be based in Florida. • Be owned and managed by a resident(s) of Florida. • Be 51 percent owned and managed by a woman, veteran or minority who is a U.S. citizen or permanent resident alien. • Be engaged in commercial transactions (currently doing business). • Be registered in MyFloridaMarketPlace. • Have a net worth of less than \$5 million. • Have 200 or fewer full-time permanent employees. • Have a professional license, if required by the industry, in the name of the woman, veteran or minority business owner. <p>*Note: points for this criterion will only be awarded to the prime firm holding an active Woman, Veteran, Minority, Florida Certified Business Enterprise (CBE) certification.</p>	5
Maximum Points	100

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

1. City Manager Designee (2)
2. Facilities Maintenance Department (1)
3. Animal Control (1)
4. Neighborhood Services (1)

Note: All financial statements and cost will be reviewed by the City's Chief Financial Officer (CFO) or designee for full transparency, continuity and accuracy of financial / cost 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. Scores will be applied as indicated for each section of the criteria. The highest ranked firm(s) will be considered for advancement to the second step of the RFQu process.

Step Two: Upon direction and consensus of the Evaluation Committee, the highest ranked or shortlisted firm(s) as identified in Step One, will be recommended to the City Council for approval and authorization to negotiate.

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

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

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

10.0 General Requirements

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

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

10.3 Best and Final Offer- The City reserves the right to negotiate with all Proposers for the purpose of obtaining best and final offers. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Any such revisions may be permitted throughout negotiations after submissions and prior to award for obtaining best and final offers. Any revisions to scope or work will be offered to all Proposers for the purpose of obtaining the best and final offer. The City at any time during these negotiations may request a "best and final offer" from any or all of the responsive and responsible Proposers that submitted proposals. At the date and time established by the City the "best and final offer" will be provided in a sealed envelope at a public meeting and will follow the same procedure as a formal proposal opening.

10.4 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 proposal reply. References from existing firms to which it has provided these types of services in the past or with which it is under Contract for such services presently and the names of company representatives who may be contacted for references shall be furnished on the Reference Check Form and returned with the Proposal Reply Sheet. References are subject to verification by the City and will be utilized as part of the award process. Performance history, financial statements, list of projects recently completed and in process, major equipment available for this project and experience of the principal members of the Proposer's organization must be furnished as specified herein.

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

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

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

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

10.7 Execution of Contract- The Proposer will be required to execute a Standard City Contract within ten (10) calendar days after notification by the City that Contract is available and thereafter comply with the terms and conditions contained therein. The Proposer shall execute the Contract, deliver the required Insurance Certificates and other documentation as required by the RFQ. The City will execute the Contract however, it is agreed and

understood that the City will not be bound by the Contract unless and until it has been executed by the City Purchasing Agent and a purchase order or a Visa order form has been issued.

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

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

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

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

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

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

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

10.12 Familiarity with Laws - The selected Proposer is assumed to be familiar with all Federal, State and local laws, ordinances, rules and regulations that may affect the work. Ignorance on the part of the Proposer will in no way relieve him from responsibility. The selected Proposer will submit all proposals in compliance with the 28 C.F.R. § 35.151.

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

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

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

11.0 Additional Information

11.1 Protest - Any person who wishes to protest any issue pertaining to this Request for Proposal may do so by 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.

12.0 RULING ORDER OF DOCUMENTS

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

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

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(THIS IS A SAMPLE ONLY - DO NOT EXECUTE)

**CITY OF PORT SAINT LUCIE
CONTRACT #20190101**

This CONSULTING SERVICES CONTRACT IS FOR Professional Architectural Design Services, executed this _____ day of _____, 2019, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and name of vendor, address, Telephone No. () _____, hereinafter called "Consultant" or "Provider", party of the second part.

**SECTION I
RECITALS**

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

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

WHEREAS, the City wishes to contract for Professional Architectural Design Services for a new city building as well as other tasks (Work) more specifically described in this Contract; and

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

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

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

**SECTION II
NOTICES**

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

Firm/Consultant: TBD

City Contract Administrator: Procurement Management Department
June Raymond, Procurement Agent I
City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
772-344-4055 / FAX 772-871-7337
E-mail: jraymond@cityofpsl.com

City Project Manager: Facilities Maintenance Department
Roger Jacob, Project Manager
City of Port St. Lucie
1901 SW Hampshire Lane

Port St. Lucie, FL 34953
Telephone: 772-344-4220
Email: Roger.Jacob@cityofpsl.com

SECTION III

DESCRIPTION OF SERVICES TO BE PROVIDED

The qualified professional consulting firm shall be experienced in the design of an ADA compliant, one-story, concrete block, stucco structure that will be used as office space, (the "Project"). The size of the Project will be approximately 3500 square feet and will be designed to have a metal roof, impact glass windows and a painted exterior. The interior of the Project will have the following characteristics; 4 offices, 2 bathrooms with standup showers, a large common area and a kitchenette. All floors will be tiled. The HVAC system will be designed to provide adequate cooling and heating.

The final concept of the project shall reflect the following:

The Consultant shall provide all architectural design services as necessary to develop a complete set of architectural drawings that are suitable for all permitting, utility work and construction required to complete the Project.

- The Consultant shall develop proposal specifications and a work scope suitable to support an RFQu for the Project.
- The Consultant shall be available to support the City of Port St Lucie in evaluating construction proposals for the Project.
- The Consultant shall provide a detailed construction cost estimate for the Project.

The consulting professional selected to provide these design services must be currently registered and licensed to work in the State of Florida.

Site Information

The City shall provide consultant with information on the Project site, as it has in its possession, but makes no representation as to the sufficiency of these documents. Consultant shall be responsible for requesting, in writing, any information from the City, as it requires, for completion of its obligation under this Agreement.

Task 1 Project Initiation

1. Project kick-off meeting with responsible department.

Task 2 Site Analysis

1. Analyze existing elements within the proposed site to guide building design.
2. Built Site Elements
 - a. Lighting & Parking Studies: The design consultant is responsible to perform lighting, parking & traffic studies for the existing and proposed site conditions.
 - b. Existing Underground Infrastructure: Investigate and plan for all needed changes to existing underground infrastructure (water, sewer, electrical, etc.).
 - c. Parking Study: The design consultant shall complete a parking study to anticipate the additional parking needs created by the new building.
 - d. Permits, agreements and easements: Investigate all requirements for construction. Create a checklist of all permits required and impacts to schedule related to these permits.

Task 3 Schematic/Concept Design

1. Site layout and renderings including amenities to be included in the building.
2. Complete space programming and evaluate with the site alternatives.
3. Finalize schedules and Project milestones including bidding and construction schedules.

4. Based upon a mutually agreed-upon program for space allocation, define schedule and construction requirements, produce schematic level site plan, floor plan, elevations, sections, diagrams and narratives to describe structural, mechanical, and electrical designs.
5. At the end of Schematic/Concept Design, consultant shall prepare an estimate of construction costs based on a mutually agreed-upon site layout and schedule. Consultant's estimate shall include contingency allowances for the cost of implementing changes due to the consultant's drawing clarifications, unforeseen conditions, and escalation of prices for materials and labor that are appropriate for bidding according to the approved Project schedule. Construction cost estimates shall be provided for constructing the building.

Task 4 Special Studies, Environmental Assessment and Certification

Consultant shall review, analyze and identify environmental impacts, including but not limited to, removing and removal of vegetation, demolishing curb, gutter and pavement areas, visual tree canopy, parking, lighting and construction impacts. The consultant shall prepare all documents necessary to complete the scope of work for the project, including consideration of staff input.

Note: All structural designs must meet the current ADA accessibility standards.

Task 5 – Post Design Services

The Consultant will attend the pre-proposal meeting, answer questions regarding the Construction Plans or technical aspects of proposal documents during the proposal process, attend the pre-construction meeting and progress meetings, as needed, and resolve design issues identified in the field during construction.

Task 6: Additional Services

The Consultant shall provide any additional services requested by the City in accordance with the negotiated Fee Schedule listed in the contract. Additional services will not be performed unless specifically requested by the City, and an addendum to this agreement is executed.

Deliverables

1. Schematic Design Documents (design criteria, drawings, diagrams and specifications setting forth the requirements of the project).
2. Architectural Drawings, including a site plan showing location of setbacks, roadways, trails, drainage infrastructure, utilities and other existing on-site improvements.
3. Project Specification Package in the form of a "Scope of Work" document.
4. All required Construction Plans, including but not limited to roadway plans (if necessary), structure plans, component plans, geotechnical reports, surveys, environmental reports, lighting plans, grading plans and parking, paving and drainage plans (if applicable). All plans/drawings must be able to attain all local, state and federal permits.
5. Estimate of construction costs to complete the Project based on a mutually agreed-upon site layout and schedule. Consultant's estimate shall include contingency allowances for the cost of implementing changes due to the consultant's drawing clarifications, unforeseen conditions, and escalation of prices for materials and labor that are appropriate for bidding according to the approved Project schedule. All drawings, plans, reports and surveys are to be signed and sealed by qualified professionals.

Note: Deliverables shall be provided in hard copy and in electronic copy in the size and the format requested by the City.

Upon completion of the Project, the Consultant shall furnish to the City the following:

100 % Record Set:

- 3 sets of signed and sealed as-built plans
- 5 sets of copies of the signed and sealed as-built plans
- 3 sets of warranty documentation (lighting etc.)
- 3 sets of final documentation (if different from final component submittal)

- 2 (two) Final Project (As-builts) CD's in format required by the City.

The Professional Architect in responsible charge of the Project's design as Architect of Record shall professionally endorse the record prints, the special provisions and all reference and support documents.

The Architect shall complete the record set as the Project is being constructed. The record set becomes the as-built plans at the end of the Project. All changes shall be signed/sealed by the appropriate parties. The record set shall reflect all changes initiated by the Architectural Firm or the City in the form of revisions. The record set shall be submitted on a Final Project CD upon Project completion.

SECTION IV **TIME OF PERFORMANCE**

Contract period shall begin on _____, 2019 and terminate on _____, for a total of _____. The Consultant will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in this contract has not been completed by the specified date, the Consultant agrees to provide work as authorized by the Project Manager until all work specified in this contract has been rendered. Written requests shall be submitted to the Project Manager for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Consultant feels he has no control. Requests for time extensions shall be submitted immediately but in no event more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Consultant, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Consultant's control.

SECTION V **RENEWAL OPTION**

There are no renewals for this contract.

SECTION VI **COMPENSATION**

The total amount to be paid by the City to the Consultant is on a time and materials basis per the schedule of items and services, in a not to exceed amount of \$_____. Payments will be disbursed in the following manner:

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

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

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

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

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

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

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

SECTION VII **WORK CHANGES**

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. Any and all changes must be authorized by a written change order signed by the City's Purchasing Agent or his designee as representing the City. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties before starting the work involved in the change.

SECTION VIII **CONFORMANCE WITH PROPOSAL**

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

SECTION IX **INDEMNIFICATION/HOLD HARMLESS**

Consultant agrees to indemnify, defend and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorney's fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of Consultant, agents, laborers, subcontractors or other personnel entity acting under Consultant control in connection with the Consultant's performance of services under this Contract and to that extent Consultant shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses including appeals. That the aforesaid hold-harmless Contract by Consultant shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Consultant or any agent laborers, subcontractors or employee of Consultant regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Consultant shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by Consultant on the work. This indemnification shall survive the termination of this Contract.

SECTION X SOVEREIGN IMMUNITY

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

SECTION XI INSURANCE

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

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

Workers' Compensation Insurance & Employer's Liability: The Consultant shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis. Should scope of work performed by Consultant qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

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

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

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

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its

officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract #20190101 Design Services for a new City Building shall be listed as additionally insured."** The Policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Consultant shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. All independent Consultants and Sub-Consultants utilized in this project shall furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

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

Professional Liability: Consultant shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \$2,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000 the City reserves the right, but not the obligation, to review and request a copy of Consultant's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Consultant warrants the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Consultant shall agree to purchase a SERP with a minimum reporting period not less than five (5) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.

Waiver of Subrogation: The Consultant shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Consultant shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Consultant enter into such a Contract on a pre-loss basis.

Deductibles: All deductible amounts shall be paid for and be the responsibility of the Consultant for any and all claims under this Contract. Where an SIR or deductible exceeds \$5,000, the City of Port St. Lucie reserves the right, but not obligation, to review and request a copy of the Proposer's most recent annual report or audited financial statement.

It shall be the responsibility of the Consultant to ensure that all independent Consultants and/or Sub-Consultant's comply with the same insurance requirements referenced above.

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

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

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

SECTION XII **ACTS OF GOD**

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

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

SECTION XIII **PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS**

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

SECTION XIV **COMPLIANCE WITH LAWS**

The Consultant shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Consultant will comply with all requirements of 28 C.F.R. § 35.151. Consultants and Sub-Consultant, shall comply with § 119.0701, Fla. Stat. (2013). The Consultant and Sub-Consultant, are to allow public access to all documents, papers, letters, or other material made or received by the Consultant in conjunction with this Contract, unless the records are exempt from Art. I, § 24(a), Fla. Const. and § 119.07(1)(a), Fla. Stat. (2013). Pursuant to § 119.10(2)(a), Fla. Stat. (2013), 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. (2013).

RECORDS

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

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

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

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

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

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

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

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

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

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

**SECTION XV
INSPECTION AND CORRECTION OF DEFECTS**

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

SECTION XVI **SCRUTINIZED COMPANIES**

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

SECTION XVII **ADDITIONAL REQUIREMENTS**

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

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

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

Permits - The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by Federal, State, County, and Municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform with the requirements of said legislation. The selected Proposer shall be required to complete a **W-9 Taxpayer Identification Form**, provided with the City's contract, and return it with the signed contract and insurance documents

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

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

SECTION XVIII **ASSIGNMENT**

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

SECTION XIX
TERMINATION, DELAYS AND LIQUIDATED DAMAGES

If the Consultant refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in this Contract, or as may be modified in accordance with this Contract, the City by written notice to the Consultant, may terminate Consultant's rights to proceed. On such termination, the City may take over the work and prosecute the same to completion, by contract or otherwise, and the Consultant and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work.

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

The obligation to provide further services under this Contract may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, the terminating party will be paid all compensation earned for services performed through the date of cancellation.

SECTION XX
LAW AND VENUE

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

SECTION XXI
APPROPRIATION APPROVAL

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

SECTION XXII
TRUTH-IN-NEGOTIATIONS

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

SECTION XXIII
CONFLICT OF INTEREST

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

SECTION XXIV
PUBLIC RECORDS / TRADE SECRETS / COPYRIGHT

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

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

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

SECTION XXV
PROHIBITION AGAINST CONTINGENT FEES

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

SECTION XXVI
CODE OF ETHICS

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

SECTION XXVII
POLICY OF NON-DISCRIMINATION

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

SECTION XXVIII
SEVERABILITY

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

SECTION XXIX
ENTIRE AGREEMENT

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

[The remainder of this page left blank intentionally.]

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

CITY OF PORT ST. LUCIE FLORIDA

CONSULTANT

By: _____ By: _____
Purchasing Agent Authorized Representative

State of: _____ County of: _____

Before me personally appeared: _____
(Please print)

Please check one:

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

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

WITNESS my hand and official seal, this _____ day of _____, 2019.

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 Professional Architectural Design Services and is entering into an agreement with the City of Port St. Lucie, St. Lucie County, Florida to provide these services for a project known as #20190101, Design Services for a New City Building.

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

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

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

FURTHER AFFIANT SAYETH NAUGHT

Name of Firm

President

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

WITNESS my hand and official seal in the State of County last aforesaid this ____ the day of _____, 2019.

(SEAL)

Signature

Notary Name (typed or printed)

Title or Rank

CONSULTANT'S QUESTIONNAIRE
RFQu #20190101
Design Services for a New City Building

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

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

1. ORGANIZATIONAL PROFILE- COMPANY NAME:

PHYSICAL ADDRESS:

MAILING ADDRESS:

TELEPHONE NUMBER:

FAX NO.

CONTACT PERSON

E-MAIL :

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

2. PROPOSAL RESPONSE- Please attach responses to the following:

- 2.1. Please provide an Executive Summary.
- 2.2. Please complete and attach Form 330 part I and II.
- 2.3. Provide a listing of firm's current contracts.
- 2.4. What is your proposed Management Plan for this project?
- 2.5. Explain the overall approach to the project, including internal project management objectives and criteria.
- 2.6. What is your proposed Work Plan for this project?
- 2.7. Making adjustment for issues that may arise during this project, what is your proposed schedule for this project?
- 2.8. Does the firm recommend any optional value-added services to this project?
- 2.9. Has the Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?
- 2.10. 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).
- 2.11. List any judgements from lawsuits in the last five (5) years: (N/A is not an acceptable answer).
- 2.12. List any criminal violations and/or convictions of the Proposer and/or any of its principals: (N/A is not an acceptable answer).
- 2.13. Please provide firm's financial disclosure documents as described in section 8 of this document.
- 2.14. Is your firm claiming, "Local Preference"? If so, please provide documentation as described in section 8 of this document.
- 2.15. Does your firm hold a Minority Business Certification as described in section 8 of this document? If so, please attach.
- 2.16. Using the reference form below please provide three (3) references for projects within the last three (3) years similar in scope to the services described in this RFQu.

3. VENDOR'S LIST - If your company offers commodities other than the one (1) specified for this proposal, and you wish to be put on the vendor's list, please contact Onvia.com at (800) 711-1712. Proposal Tabulation Reports are advertised on the City's Web Site at www.cityofpsl.com.

4. **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.
5. **COMPLETION OF FORM** - An authorized representative of the firm offering this RFQu must complete this form in its entirety. Terms entered herein shall not be subject to withdrawal or escalation by Proposer. The City reserves the right to hold proposals and proposal guarantees for a period not to exceed one hundred twenty (120) calendar days after the date of the proposal opening stated in the Invitation to Proposal before awarding the Contract. Contract award constitutes the date that City Council executes the motion to award the proposal.
6. **CONTRACT** - Proposer agrees to comply with all requirements stated in the specifications for this RFQu.
7. **ADDENDUM ACKNOWLEDGMENT** - Proposer acknowledges that the following addenda have been received and are included in its proposal:

Addendum Number	Date Issued

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

[The remainder of this page left blank intentionally.]

CERTIFICATION:

This RFQu-Proposal is submitted by: Name (print) _____ who is an officer of the above firm duly authorized to sign proposals and enter into contracts. I certify that this RFQu-Proposal #20190101 is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud.

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

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

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

Signature

Title

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

Witnesses:

Print name

Print name

If Individual:

Signature

Print Name

If Partnership:

Print Name of Firm

By: _____
(General Partner)

If Corporation:

Print Name of Corporation

By: _____
(President)

Attest: _____
(Secretary)

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

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

RFQu Number: 20190101
Title: Design Services for a New City Building
Proposer/Respondent: _____
Reference: _____ Fax #: _____
Email: _____ Telephone #: _____
Person to contact: _____

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

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

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

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

What problems were encountered (claims)?

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

Professionalism _____
Qualifications _____
Budget Control _____

Final Product _____
Cooperation _____
Reliability _____

Would you contract with this Consultant again? Yes ☐ No ☐ Maybe ☐
Comments:

Thank you.

Note: Proposer shall submit all completed references with their RFQu packet by the submittal deadline.

CITY OF PORT ST. LUCIE, FLORIDA
RFQu #20190101
Design Services for a New City Building

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
RFQu #20190101
Design Services for a New City Building

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

CONSULTANT CODE OF ETHICS

RFQu #20190101

Design Services for a New City Building

The City of Port St Lucie ("City"), through its Procurement Management Department ("PMD") is committed to a procurement process that fosters fair and open competition, is conducted under the highest ethical standards and enjoys the complete confidence of the public. To achieve these purposes, PMD requires each Consultant who seeks to do business with the City to subscribe to this Consultant Code of Ethics.

- ◆ A Consultant's proposal or proposal will be competitive, consistent and appropriate to the proposal documents.
- ◆ A Consultant will not discuss or consult with other Consultants intending to proposal on the same contract or similar City contract for limiting competition. A Consultant will not make any attempt to induce any individual or entity to submit or not submit a proposal or proposal.
- ◆ Consultant will not disclose the terms of its proposals or proposal, directly or indirectly, to any other competing Consultant prior to the proposal or proposal closing date.
- ◆ Consultant will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- ◆ Consultant will submit timely, accurate and appropriate invoices for goods and/or services performed under the contract.
- ◆ Consultant will not offer or give any gift, item or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.
- ◆ Consultant will not cause, influence or attempt to cause or influence, any City employee or City Official, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that Consultant or for any other person.
- ◆ Consultant will disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a Consultant contracted by the City.
- ◆ Consultant must comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices. In addition, Consultant must require their suppliers (including temporary labor agencies) to do the same. Consultants must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to the following:
 - Obtaining and maintaining all required environmental permits. Further, 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 Consultants. The information it contains should not be interpreted to supersede any law or regulation, nor does it supersede the applicable Consultant contract. In the case of any discrepancies between it and the law, regulation(s) and/or Consultant contract, the law, regulatory provision(s) and/or Consultant contract shall prevail.

CITY OF PORT ST. LUCIE, FLORIDA
RFQu #20190101
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CONSULTANT VERIFICATION FORM

THE FOLLOWING IS TO BE COMPLETED BY PRIME PROPOSER:

Name of Firm: _____

Corporate Title: _____

Address: _____

(Zip Code)

By: _____
(Print name) (Print title)

(Authorized Signature)

Telephone: () _____

Fax: () _____

State License # _____ (ATTACH COPY)

County License # _____ (ATTACH COPY)

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

Type of License: _____

Unlimited _____ (yes/no)

If "NO", Limited to what trade? _____

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

_____ Documents uploaded in file one (1) .pdf file and in order of the CONSULTANT'S QUESTIONNAIRE RFQu-Proposal #20190101, Certified Minority Business Certificate (if applicable), Local preference documents (if applicable) W9, current Certificate of Insurance, current License, five (5) reference forms, E-Verify Statement, Drug Free and Check list onto Demandstar by the due date and time.

_____ Documents uploaded in file two (2) .pdf file financial documents onto Demandstar by the due date and time

_____ All questions on the CONSULTANT'S QUESTIONNAIRE are complete and thoroughly answered.

_____ Each Proposal Addendum (when issued) is acknowledged.

_____ Have reviewed the Contract and accept all City Terms and Conditions.

_____ After review of uploaded documents on DemandStar by Onvia web site selected the Submit button at bottom of page.