



"A City for All Ages"

CITY OF PORT ST. LUCIE

Sealed Electronic Proposal #20180201 (SRFQ-Bid)

REQUEST FOR QUALIFICATIONS for Vocational – Technical Career Academy

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

All questions regarding this RFQ or Solicitation are to be submitted in writing to Lenora Sevillian, Division Director with the Procurement Management Department via e-mail lsevillian@cityofpsl.com, or by phone 772-871-7390. Please reference the RFQ/Solicitation number on all correspondence to the City.

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

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

1.0 Introduction and Background

The City of Port St. Lucie, incorporated in 1961 located on Florida's southeast Treasure Coast, conveniently located, midpoint, between Orlando, Miami and Tampa. The City of Port St. Lucie is proud to be a hometown where people live, learn, work and play, and celebrate all of life's opportunities and dreams.

According to the [United States Census Bureau's](#) 2016 population estimate, Port St. Lucie is the 8th largest city in Florida with over 189,300 residents. Currently, it is the 3rd largest city in South Florida and the 8th largest city in Florida, surpassing Fort Lauderdale's population of 178,752.

The City occupies an area of 120 square miles in St. Lucie County on Florida's east coast, about 50 miles north of West Palm Beach, half way between Miami and Orlando. Port St. Lucie also attracts a vibrant mix of people because of its low crime rate, diverse housing stock, and abundant open space and because of the optimistic vision of the people who live here. According to BizJournals.com, the city has the highest homeownership rate in the nation in 2012 and is the only major market with a homeownership rate above 75 percent. As a growing community, the city offers diverse economic opportunities, clear guidelines for prosperous and sustainable growth, and state-of-the-art infrastructure ready to support development and investment. Additionally, the city government is committed to delivering outstanding public services that enhance the community and the quality of life for people of all ages.

The City of Port St. Lucie City has recently accepted the transfer of 1,247 acres of non-residential land in Southern Grove to maintain control of its long-term vision for a jobs corridor along Interstate 95 and to help achieve economic prosperity for the City.

Southern Grove is a 3,605-acre Development of Regional Impact south of Tradition Parkway. It is part of the overall 8,200-acre region that the public knows as Tradition.

This land in Southern Grove has long been at the heart of the City's efforts to create an employment center to diversify the local economy. Because of its unique development history, there are no other large commercial and industrial parcels in Port St. Lucie that could be developed into a jobs corridor with the potential to create more than 22,500 jobs.

Recognizing a need to continue the pipeline of success and vitality in the community, the City is also seeking to support the establishment of a Vocational – Technical Career Academy within Southern Grove. The strategic focus will be key industries where skills gaps exists and target a comprehensive educational program to meet those industry job requirements and the ability to adapt to emerging needs. The City's most recent Citizen Survey <http://www.cityofpsl.com/government/departments/communications/citizen-survey> indicated that about 8 in 10 respondents thought that creating a vocational/technical high school to prepare students to enter the workforce was essential or very important.

We have an obligation to lay a foundation for the community; collaborating with our business partners to address the economic challenges and fill the gaps for the future of our children. The economic development of the City depends on the wellness and vitality of the industry within the community. It is the hope to improve industry through the development of a skilled workforce and supported by the development of a new specialized public charter school.

As an incentive to secure high-quality proposal(s) the City is gifting land via a ninety-nine year "land lease" at one dollar (\$1.00) per year, with the approval of the Port St. Lucie Governmental Finance Corporation (GFC), the City will lease acreage in the Southern Grove development district for the proposed Charter School. As such, the school will provide tuition-free education and will provide open access for all City residents.

The City's goal is to proactively funnel talent pools to the marketplace, developing a leadership role in the Treasure Coast to move the community toward future prosperity, growth, and sustainability. Investing in the education of our children, creating a pathway for career success, establishing economic growth for businesses and most importantly, bringing forth higher skilled, higher paying jobs to the City of Port St. Lucie.

2.0 Proposal Submission

The submission of proposals may be submitted electronically through DemandStar or purch@cityofpsl.com by Proposers responding to this RFQ. All submittals must be compatible with Microsoft Office 2007. E-Bidding will be done through a secure locked box. The Proposer can only view/submit his/her E-Bid and will not have access to any other Proposer's submittals. The Proposer's E-Bid may be changed at the Proposer's discretion until the RFQ Due Date and Time is reached. The Proposer will no longer be allowed to change or have access to the electronic bid submittal after the RFQ Due Date and Time as the City will open all proposals on said date. Any Proposer who is submitting an E-Bid for the first time is strongly encouraged to contact DemandStar by e-mailing questions to demandstar@onvia.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 black ink. All submittals are required to be electronic and be contained in one (1) file. No hard copies will be accepted.

- A. Request Bid Specifications, #20180201 from Onvia, or via internet www.cityofpsl.com
- B. Download the Bid Reply and save to your hard drive, program is in Word 2007 Professional. Enter information requested on the Bid Reply.
- C. Electronically sign the Bid Reply where indicated.
- D. Upload in one file and in the following order the Bid Reply for SRFQ-Bid #20180201, proposal response formatted as instructed on Pages 11-12, then add documents starting from page 44-51 only: W9, current Certificate of Insurance, license, 5 references, E-verify, Drug Free Workplace form, and SRFQ-Bid checklist, onto Demandstar in one file by the due date and time. Acknowledge all Addenda on the Bid Reply. Additional documents should be submitted in the order of the question in the bid reply.
- E. The Submit button at the bottom of the page must be selected to send the documents.

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

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

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 RFQ 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 RFQ, including anything considered by the Proposer to be confidential or a trade secret, will become a public document pursuant to Chapter 119 of the Florida Statutes. Any claim of confidentiality is waived upon submission, effective after the City's opening of the proposals pursuant to Section 119.07, Florida Statutes. Therefore, the Proposer is hereby cautioned to NOT submit any documents that the Proposer does not want to be made public.

3.0 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.

3.1 Proposal Due Date
Thursday, October 4, 2018 @ 2:00PM (EST)

3.2 Pre-Proposal Conference

The City will hold one Pre-Proposal Conference: **Thursday, September 6, 2018 @ 9:30AM (EST)** City of Port St. Lucie, City Council Chamber, City Hall, 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:

ACTION	DATE	TIME
Advertisement with Onvia DemandStar / Education Week	Thursday, August 30, 2018	
Pre-Proposal Conference	Thursday, September 6, 2018	9:30AM (EST)
Questions Due	Monday, September 10, 2018	5:00PM (EST)
Answers Posted on DemandStar	Thursday, September 13, 2018	5:00PM (EST)
Proposals Due	Thursday, October 4, 2018	2:00 PM (EST)
Evaluation Committee Meeting*	Monday, October 8, 2018	9:00AM (EST)
**City Council Short List & Approval to Negotiate a Contract	Monday, October 22, 2018	7:00PM (EST)
**City Council Approves Contract	Tuesday, November 13, 2018	7:00PM (EST)

* Evaluation Committee will meet in the Council Chambers, at City Hall, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984

**City Council Meetings are held at 7:00 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.

4.0 Proposal Questions

All questions related to the RFQ must be directed to Lenora Sevillian, Division Director in the Procurement Management Department. All communication should be in writing to the RFQ Coordinator. Any oral communications shall be considered unofficial and non-binding. Written comments, including questions and requests for clarification, must reference the RFQ number. Questions may be emailed to lsevillian@cityofpsl.com.

4.1 Questions Due Date
Monday, September 10, 2018 no later than 5:00PM (EST)
 Late questions will not be accepted or answered.

4.2 Answers Posted
Thursday, September 13, 2018 @ 5:00PM (EST)

5.0 Administrative Information

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

5.1 RFQ Coordinator: The main point of contact for this RFQ shall be:

Lenora Sevillian
Division Director
Procurement Management Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
772-871-7390 / FAX 772-871-7337
E-mail: lsevillian@cityofpsl.com

The main point of contact shall hereinafter be referred to as the RFQ Coordinator.

5.2 Communications Regarding the RFQ:

5.2.1 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 Lenora Sevillian, RFQ Coordinator, for this procurement.

5.2.2 Upon release of this RFQ, all proposer communications concerning this procurement must be directed to the RFQ Coordinator.

5.2.3 All communication should be in writing to the RFQ Coordinator. Any oral communications shall be considered unofficial and non-binding. Written comments, including questions and requests for clarification, must reference the RFQ number and should be submitted no later than **Monday, September 10, 2018 no later than 5:00PM (EST)**

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

5.3 Proposal Preparation Costs:

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

5.4 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 RFQ Coordinator 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.

5.5 Proposal Amendment:

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

5.6 Ambiguity, Conflict or Errors in RFQ:

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

If a firm discovers any ambiguity, conflict, discrepancy, omission or other error in the RFQ, he shall immediately notify the City of such error in writing and request modification or clarification of the document. Any modification made to this RFQ will be issued as an addendum. Written notice will be given to all parties who have been furnished with the RFQ 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 RFQ 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 RFQ prior to the date and time fixed for submission of proposals by issuance/posting of an addendum. All addenda will be numbered consecutively beginning with 1.

5.7 Proposal Acceptance Period:

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

5.8 Right to Rejection:

5.8.1 The City of Port St. Lucie reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFQ 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

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

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

5.9 Implied Requirements:

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

5.10 Proposal of Additional Services:

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

6.0 General Requirements

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

6.2 Cost of Preparation of Bid - The City will not be responsible for any cost incurred by any Bidder in the preparation of his/her bid.

6.3 Examination of Drawings and Contract Documents - Bidders 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 Bidder of conditions that exist or may hereafter exist, as a result of failure or omission on the part of the Bidder 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 Bidder(s).

6.4 Bid Price - Bidders must agree to furnish all item(s) that are awarded to them as a result of their response to this specification at the price(s) indicated on their respective Bid Reply Sheet. Bidders shall guarantee that said price(s) shall be firm, not subject to escalation, for the one hundred eighty (180) days after bid opening period. Submittal of a bid shall be prima facie evidence of the Bidder's intent to comply with this requirement. Any bid submitted with escalation clauses shall be rejected.

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

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

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

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

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

6.8 Execution of Contract– The Bidder 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 Bidder shall execute the Contract, deliver the required Insurance Certificates and other documentation as required by the bid. The City will execute the Contract however, it is agreed and understood that the City will not be bound by the Contract unless and until it has been executed by the City Purchasing Agent and a purchase order or a Visa order form has been issued.

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

6.9 Subcontracting or Assigning of the Contract – The selected Bidder 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 Bidder shall list all subcontractors and the work provided by the suppliers in the area provided on the E-Bid Reply Sheet.

The successful Bidder(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-Bid Reply, to the City within five (5) days after the bid opening. Such list shall be accompanied by an experience statement for each such subcontractor, supplier, person or organization if requested by City. The City, who, after due investigation, has objection to any proposed subcontractor, supplier, other person or organization, may, before the Notice of Award is given, request apparent successful Bidder to submit an acceptable substitute without an increase in Bid price.

If the apparent successful Bidder(s) declines to make any such substitution, City may award the Contract to the next acceptable Bidder(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 Bid security of any Bidder(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.

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

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

6.11 Permits – The selected Bidder shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

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

6.13 Withdrawal of Bids - A Bidder may withdraw his/her bid without prejudice no later than the day and hour set in the E-Bid by removing all documents from DemandStar.

6.14 Intent to Perform - The selected Bidder 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 Bidders intent to comply with the specifications.

7.0 Additional Information

7.1 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.

8.0 INSTRUCTIONS FOR PREPARATION OF PROPOSALS

- A. Qualification Information. The submitted response to the RFQ must contain detailed and concise qualifications of the Firm and personnel. Proposal Firms should respond to the required service in enough detail so that the specific services to be performed will be clearly presented. The response to the RFQ 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. It should include, at a minimum, the Firm’s overall understanding of the logistical and technical aspects of the program.
 4. Quality, experience, capabilities, and resources.
 5. Firm’s response and approach to the project.
 6. Firm’s current contracts.
 7. Firm’s address of its local and national office.
 8. Joint ventures/sub-consultants in the State of Florida.
 9. Prior litigation, arbitration, and professional claims, including those involving the City.
- 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.
- D. Educational Plan. This section shall include your mission, guiding principles and purpose for developing the academy. Include the target population, program design, curriculum targeted to meet the desired results, performance measures, cultural focus, supplemental programming and disciplinary guidelines.
- E. Organizational Plan. Explain the governance of the organization. The legal structure, governing board, prospective board members, management, staffing, recruitment, professional development, community and parent involvement.

- F. Business Plan. Explain and outline the plan for the facility. Compliance with applicable laws, regulations, and policies. Address the following issues; transportation services, safety and security, parking, food service, budget, financial management, oversight, and start-up plan.
- G. Firm's Quality of Response and Approach to the Project. This section shall include the following:
1. Personnel to be assigned to the project.
 2. Time frame and bar graph (schedule) to begin a project.
 3. Critical issues and resources committed.
- H. Qualifications, Experience, Capabilities, and Resources. This section shall include the following:
1. Experience. Demonstrate competency and qualifications of the Firm, its principals and/or sub-consultants. In this section show the relevant experience of:
 - a. the Firm and sub-consultants since its inception
 - b. the principals of the Firm and sub-consultants, especially if the Firm has been in existence for only a short time.
 2. Demonstrate experience with large education development projects (\$50 million and above) in a downtown or city environment. Showcase what the firm has learned from the project, any schedule or deadline issues, and whether the project was completed with satisfaction and compliance.
 3. Each Respondent must have a minimum of 5 years' experience in providing educational development plans, curriculum development, charter school accreditation, administration, occupational knowledge, non-academic endeavors, and school safety standards. These minimum qualifications requirement applies to sub-consultants/sub-contractors.
 4. Relevant Project Experience - Provide descriptions of at least three projects that have been executed within the past five years. The projects described shall be similar in scope and complexity to the project described within this RFQ. Please include at least the following: • Project size (square feet) • Construction value • Curriculum program • Administrative approach • Project owner with current address and telephone number
 5. Demonstrate effective cost control methods, best value approaches, and ability to work within budgetary constraints. Present information showing that the Firm has adequate resources for planning, cost estimating, and ensuring stability of future operations.
- I. Current Contracts. This section should show obligations that could pose a potential conflict of interest and any current City contract in effect.
- J. Firm's Location. This section should include a statement that shows the consultant's knowledge of local circumstances.
- K. Firm's Work Plans. This section should include, but is not limited to, special concerns or techniques needed for a successful project.
- L. Joint Ventures/Sub-consultants. This section should include efforts to joint venture and names of qualified sub-consultants.
- M. Prior Litigation, Arbitration, and Claims, Including with City. This section should list all professional related litigation, arbitration or claims involving your Firm and sub-consultants, inclusive of any litigation, arbitration or claims involving the City of Port St. Lucie, St. Lucie County.
- N. Other Material. Please include any additional material that may assist the City in evaluating your proposals. However, clarity and brevity of presentation, not length, will be favorably considered.
- O. Proposed Schedule. **Do not present any fees or costs information.** This section shall include a detailed breakdown from accreditation, ground-breaking, construction, personnel hiring, student recruitment, and opening for the first day of school.

9.0 EVALUATION AND SELECTION

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:

EVALUATION CRITERIA

<u>CRITERION</u>	<u>MAXIMUM SCORE</u>
A. Firm or Entity Experience Executive Summary	10
B. Educational Plan Mission – Principles – Purpose Target Population / Student Body Educational Program Design Curriculum / Instructional Design Student Performance Criterion School Culture / Discipline Supplemental Programs	25
C. Organizational Plan Governance Management / Staffing (Resumes and Professional Bios) Employment Strategy Professional Development Student Recruitment and Enrollment Parent and Community Involvement	20
D. Business Plan Facilities Transportation Food Service School Safety and Security	20
E. Budget Financial Management and Oversight Start-up Plan Partnership Integration and Industry Certification Plan Financial Competence, Responsibility, Stability of the firm or entity, ensuring the stability of future operations; infrastructure, maintenance, and expansion capability. <ul style="list-style-type: none"> • Financial Disclosure Statement • Evidence of Insurability and Bonding Capacity • Disclosure of Litigation • If a “Joint Venture” is applicable, present those guidelines, structure, and agreement documents for each partner. <i>(Note: The “Joint Venture” must be formed prior to submitting a proposal for this project.)</i> Note: See full explanation of each below.	15

E. Presentation of development plan; site development, curriculum, and SOP for schools of similar size, structure and focus.	10
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 RFQ Evaluation Committee will be comprised of nine (9) committee seats as recommended by the City Manager and approved by City Council. Once the committee has been confirmed the composition will be as follows:

1. Three (3) seats – St. Lucie County (SLC) Workforce Readiness Task Force*
2. One (1) seat – Port St. Lucie (PSL) Budget Advisory Committee Chairman or Designee
3. One (1) seat – PSL Strategic Plan Quality Education Goal Team
4. One (1) seat – PSL Financial Management Department
5. Three (3) seats – Citizen Participants

All RFQ Committee Meetings are subject to the Sunshine Law where applicable. Meetings to be held in City Council Chambers, and all meetings will be video recorded for playback via the City website.

**Industry-representing members only. The SLC Workforce Readiness Taskforce is a regionally-based organization seeking to address occupational and soft-skill gaps by facilitating the strategic recommendations resulting from St. Lucie Economic Development Council’s (EDC) “Treasure Coast Skills Gap Study.” The Taskforce provides a venue for members to work proactively to support growth in these sectors: Manufacturing, Healthcare, and Skilled Trades. Members includes: St. Lucie EDC, CareerSource Research Coast, Treasure Coast Manufacturing Association, Treasure Coast Builders Association, Marine Industries Association, local municipal governments and school districts public and private post-secondary education institutions, not-for-profit agencies, and others.*

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 consisting of representatives from the following: St. Lucie County (SLC) Workforce Readiness Task Force*, Port St. Lucie (PSL) Budget Advisory Committee Chairman or Designee, PSL Strategic Plan Quality Education Goal Team, PSL Finance Department, and Citizen Participants. For clarification purposes, additional information may be obtained from some or all of the responding firms. The committee will submit a recommendation to the City Council identifying the top five (5) firms scored susceptible of advancing to Step Two of the RFQ process.

Step Two: Upon direction/approval of the City Council, identified firms will enter into Step Two of the RFQ process, which will consist of but not necessarily limited to: interviews, design presentation and projected project timeline. Upon conclusion, the City Council will be briefed on the committee’s conclusion of the firm(s) voted most susceptible for award and authorization to proceed with contract negotiations. Firm(s) ranked [#1, #2, and #3] may be required to submit an application to the St. Lucie County School Board, and the Department of Education, Accreditation for Public Charter Schools and Private Charter Schools before the February 1, 2019 application deadline. The requirement to carry forth one (1) or “all” applications does not imply the City intends to support three (3) separate school ventures.

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 RFQ Coordinator shall manage the proposal evaluation process and maintain proposal evaluation records. An Evaluation Committee will independently evaluate each proposal and selection will be made according to the highest score based on the criteria listed above.

- 9.3** All proposals shall be reviewed by the RFQ Coordinator to determine compliance with basic proposal requirements as specified in this RFQ.

- 9.4** The City of Port St. Lucie reserves the right, at its sole discretion, to request clarifications or conduct discussions for the purpose of clarification with any or all offerors. The purpose of any such discussions shall be to ensure full understanding of the proposal. If clarifications are made as result of such discussion, the offeror shall put such clarifications in writing. All communication (written or oral) with the Evaluation Committee will be coordinated by the RFQ Coordinator. Proposers are prohibited from contacting the Evaluation Committee members directly.
- 9.5** Contract Award Process:
- 9.5.1** The RFQ Coordinator 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.

REQUEST FOR QUALIFICATIONS

The City, through this RFQ is offering a unique opportunity to qualified proposers (educational development corporations, organizations, non-profit entities or others) to establish a Vocational-Technical Career Academy for Grades 6-12 (Middle / High School). This academy must meet the guidelines and standards of the Florida Department of Education, Accreditation for Public Charter Schools and Private Charter Schools.

This academy will be the gateway to fulfilling the needs of the community and business developers by addressing the skills gap currently presenting deficiencies in the jobs corridor. Additionally, the educational programs will address the overall core requirements, while offering targeted curriculum tracks for key occupations based on industry needs and growth opportunity for the future and align with the needs of the community with feeder program examples being: construction trades, welders, health sciences, logistics, and manufacturing to name a few.

10.0 SCOPE OF WORK

The distinguished developer of the Vocational – Technical Career Academy (Charter School) should have a robust academic curriculum to address the specified areas of concern within the identified skills gap areas, based on the Skills Gap Survey Study (Treasure Coast Skills Gap Study – 2017) and be able to illustrate through the academic and business plan the modalities by which all of these will be addressed thoroughly to not only meet but exceed the State of Florida Department of Education (SFDOE) academic standards.

Align with the Florida Department of Education 2018-19 Career & Technical Education Curriculum frameworks course taxonomy which includes but not limited to the following;

- Agriculture, Food & Natural Resources
- Architecture & Construction
- Arts, A/V Tech. & Communication

- Business, Management & Administration
- Education & Training
- Energy
- Engineering & Tech. Education
- Finance
- Government & Public Administration
- Health Science
- Hospitality & Tourism
- Human Services
- Information Technology
- Law, Public Safety & Security
- Manufacturing
- Marketing, Sales & Service
- Transportation, Distribution & Logistics

The curriculum should build a foundation to mimic the geography of the jobs market today and the future projected economic growth areas. This educational pathway will facilitate the development of a feeder system for careers, such as homebuilders, commercial construction, marine industry, logistics, technology, and other highly skilled trades in the jobs corridor of Port St. Lucie and the Treasure Coast.

You must articulate how your curriculum will combine traditional learning requirements, advanced learning, certifications for real life occupations, non-academic activities and apprenticeships programs to accelerate the learning process within the charter school environment.

Successfully demonstrate the ability to obtain Public Education Capital Outlay (PECO) funding, gaining full approval from the Florida Department of Education for Charter School by February 1, 2019. Exhibit a strong financial foundation to demonstrate stability for future operations, infrastructure development and maintenance.

Propose an enhanced safety plan which will exceed the established school safety guidelines as well as municipal safety standards. Provide a detailed plan for exceeding the building safety and inspection requirements at the State and local levels.

Provide a detailed campus development plan which corresponds with the State Requirements for Educational Facilities (SREF) land use and facility requirements. While meeting the requirements are essential, this is an area to show your creative use of space and design, an opportunity to put forth your signature thumbprint on the community.

The disciplines, experience and expertise required to perform professional duties and operate a charter school of excellence should include, but not limited to:

Educational Plan: The mission statement or fundamental purpose of the school. Your vision, tell us how you see the school operating, what will be the long-term achievements based on the diverse curriculum. Tell us what success looks like academically and how this will address our economic needs within the jobs corridor.

- Describe the anticipated student population and align this with the mission.
- Provide enrollment projections for each grade level.
- Explain the projected growth plan for each year.
- Describe the learning environment; structure and class size.
- Describe the curriculum and the foundation for the courses.
- Provide the framework for student achievement; performance goals, placement, assessment.

Organizational Plan: Describe the planned legal structure or status of the school. Explain the governance and policies.

- Evaluation and selection policy for the board.
- Management and staffing plan, including recruitment plan.
- Description and qualification for administration and instructional staff.
- Procedure for professional development and growth.

- Student recruitment and enrollment plan.

Business Plan: Outline the proposed site plan, facility operations, transportation services, food service, school safety and security, budget, financial management and oversight, and start-up plan.

- Detail the location of the school, size and layout of the space.
- Action plan to address compliance laws, regulations, and policies for school opening.
- Describe how the facility will align with the educational programs and mandated classroom size requirements.
- Outline facility back-up plan.
- Describe your plan for transportation for students outside of the City boundaries.
- Explain the plan for food service and addressing healthy meal plans.
- Outline your school safety plan, including the types of equipment, personnel, technology, and policies that will be in place to exceed safety and security standards.
- Provide an overview of a proposed budget based on projected student enrollment. If you are relying on alternative funding sources, please outline these sources.

FINANCIAL STABILITY: Financial Competence, Responsibility, Stability of the firm or entity, ensuring the stability of future operations; infrastructure, maintenance, and expansion capability.

- Financial Disclosure Statement
- Evidence of Insurability and Bonding Capacity
- Disclosure of Litigation
- If a “Joint Venture” is applicable, present those guidelines, structure, and agreement documents for each partner. *(Note: The “Joint Venture” must be formed prior to submitting a proposal for this project.)*
- Describe the financial controls and compliance for the school.
- Include a projected time-table for the start-up of the school and the key activities associated with opening.
 - Applying for and securing the appropriate legal status.
 - Identifying and securing facility
 - Recruiting and hiring staff
 - Staff Training
 - Finalizing curriculum and other instructional materials
 - Governing board training
 - Policy adoption by Board (if necessary)
 - Recruiting students
 - Enrollment lottery, if necessary
 - Establishing financial procedures
 - Securing contracted services
 - Fundraising, if applicable
 - Finalizing transportation and food service plans
 - Procuring furniture, fixtures and equipment
 - Procuring instructional materials

If the proposer is among the highest ranked evaluated firms to be short-listed and selected for an interview and presentation, be prepared to submit a rendering of the school and be able to address your overall plan for the Vocational-Technical Career Academy Charter School.

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SAMPLE ONLY – DO NOT EXECUTE
CITY OF PORT ST. LUCIE
LAND LEASE
CONTRACT #20180201

THIS VACANT LAND LEASE AGREEMENT (“Lease”) is made and entered into as of the ____ day of _____, 20____, by and between _____, whose mailing address is _____ (hereinafter referred to as “Landlord”), and the Port St. Lucie Governmental Finance Corporation (GFC) a Florida Not for Profit Corporation, whose mailing address is _____ (hereinafter referred to as “Tenant”).

In consideration of the mutual covenants contained herein, Landlord and Tenant, intending to be legally bound, agree as follows:

1. **Description of Premises.** Landlord does hereby lease, demise, and let unto Tenant, and Tenant does hereby rent, lease, hire, and take from Landlord that certain real property in St. Lucie County, Florida, more particularly described in [undeveloped property (**approximate acreage located in Southern Grove Development District**)] Exhibit “A” attached hereto and made a part hereof (the “Premises”), which Premises are generally located at _____ [street address].

2. **Term.** The “Initial Term” of this Lease, as that designation is used herein, is from the 1st day of January 2019 (the “Commencement Date”), until midnight on the 31st day of December 2118 (the “Expiration Date”). Additionally, Tenant shall have the right, within its sole discretion, to renew this Lease for the periods and at the rents set forth in the table below (each a “Renewal Term”). In order to renew this Lease, Tenant shall provide written notice to Landlord in accordance with the requirement set forth below. Tenant’s failure to so notify Landlord shall be deemed a non-renewal of this Lease. For purposes of this Lease, “Term” means both the Initial Term and all Renewal Terms, and the designation of “Expiration Date” shall be interpreted to include the conclusion of any Renewal Term of this Lease.

Optional Renewal Terms:	1 consecutive period of ninety-nine (99) years each
Renewal Notice Date:	120 days prior to expiration of the Initial Term or each Renewal Term, as applicable
Renewal Term Rent:	Renewal Term 1: \$1.00 Renewal Term 2: \$1.00 Renewal Term 3: \$1.00

3. **Rent.** The yearly rent for the Premises during the Initial Term shall be the sum of \$1.00 (“Rent”) which Tenant shall pay to Landlord, at the address set forth above, in advance, commencing on the Commencement Date hereof and continuing the first day of each calendar year thereafter throughout the Term hereof. Rent for the year of _____ shall be prorated and shall be in the amount of \$1.00. Landlord acknowledges that Tenant, as a public entity of the State of Florida, is exempt from the payment of sales tax.

4. **Late Charge.** Tenant agrees to pay a late charge of \$1.00 if any payment of Rent, additional rent, or other charges or sums required hereunder, or any portion thereof, are not paid more than 10 days from and after the due date thereof. Such late charge shall be in addition to any interest chargeable to Tenant upon a default resulting from Tenant’s failure to pay an installment of Rent, additional rent, or any other charge or sum due hereunder.

5. **Use of Premises.** Tenant shall use and occupy the Premises in a careful, safe, and proper manner and shall keep the same in a clean and safe condition and in accordance with applicable statutes, ordinances, and governmental rules and regulations. Tenant agrees that it will not permit or suffer any use or occupancy of the Premises, or any part

thereof, which is contrary to any applicable law, ordinance, rule, regulation, requirement or order of any governmental or judicial authority. Tenant shall not use or occupy, or permit or suffer the Premises to be used or occupied, and shall not do, or permit to be done, anything in or about the Premises, or any part thereof, that will cause damage to the Premises, or any part thereof, or that will constitute a public or private nuisance or waste.

6. **Loss of and Damage to Tenant's Property**. Tenant understands and agrees that any loss by theft or otherwise of, or damage to, Tenant's property located in, on, or about the Premises shall be at the risk of Tenant only, except when such loss or damage is caused, either directly or indirectly, by the negligence or intentional act of Landlord or its agents, servants, or employees.
7. **Alterations**. Except as Landlord authorizes in writing, Tenant shall not make any alterations or improvements of any other kind, nature or description in, on or to the Premises. Notwithstanding the foregoing, Landlord hereby specifically authorizes Tenant to construct, install, erect, repair, maintain, or replace, as applicable, the following improvements on or to the Premises (collectively, the "Improvements"): **Vocational-Technical Career Academy (Charter School) with future expansions**; and any other improvements Tenant deems necessary in connection with the use permitted hereunder. Tenant shall at all times be the owner of the Improvements during the Term, regardless of whether they have been affixed to the Premises, and may remove such Improvements at the conclusion of the Term. If Tenant elects not to remove all or any portion of the Improvements prior to the conclusion of the Term, then any Improvements remaining on the Property after such date shall become the property of Landlord.
8. **Maintenance and Repair**. Tenant shall at all times keep the Premises in good order and condition. Tenant shall be responsible for the regular removal of all garbage, trash, and other refuse from the Premises and for maintenance and upkeep of the grounds constituting the Premises. Tenant covenants and agrees not to burn trash or garbage in, on, or about the Premises. If Tenant refuses or neglects to perform its obligations of repair and maintenance as required hereunder to the reasonable satisfaction of Landlord, Landlord may (but shall not be obligated to) either (a) make such repairs or undertake such maintenance, and upon completion thereof, Tenant shall pay Landlord's costs for making such repairs or undertaking such maintenance (including labor and materials), upon presentation of the bill therefor as additional rent, or (b) declare Tenant in default pursuant to the provisions of paragraph 18 below.
9. **Assignment and Subletting**. Tenant shall not mortgage or encumber its leasehold interest, nor sublet all or any part of the Premises or assign Tenant's interest in this Lease without the prior written consent of Landlord (except to one of Tenant's affiliated organizations, which shall not require Landlord approval), provided that, in the event of any assignment of this Lease or subletting of the Premises with the prior written consent of Landlord, such permitted assignee or sublessee shall assume, in writing, in form and content acceptable to Landlord, all of the obligations, promises and covenants imposed upon Tenant hereunder and Tenant shall remain fully responsible and liable for the payment of Rent, additional rent, and any and all other sums or charges required hereunder and for the performance of all other obligations, promises and covenants imposed upon Tenant hereunder.
10. **Landlord's Right to Enter the Premises**. Upon Landlord's reasonable prior notice to Tenant, Tenant shall permit Landlord, and any agents, employees, or independent contractors of Landlord to have access to and to enter upon the Premises at all reasonable or necessary times to inspect the Premises. At any time within 2 months prior to the Expiration Date, Landlord, or its agents, employees, or independent contractors, may show the Premises to prospective purchasers or lessees, and may, within said time, place the Premises with a broker or brokers, advertise the Premises in newspapers, multiple listing services, or otherwise offer the Premises for sale or rent, and Landlord shall be permitted to place or maintain a notice of "FOR SALE" or "FOR RENT" upon the Premises. In addition, Landlord may at any reasonable time during the term of the Lease show the Premises to prospective purchasers. Such right of entry, except in cases of emergency, shall at all times, be upon reasonable prior notice to Tenant.
11. **Payment of Utility Charges**. All applications and connections for necessary utility services on and to the Premises shall be made in the name of Tenant. Tenant shall pay all charges for utility services furnished to the Premises during the term of this Lease.

12. **Termination.** Tenant may, at any point during the Term, for any or no reason whatsoever, terminate this Lease by (a) providing at least 120 days' prior written notice to Landlord of such termination, and (b) paying to Landlord an amount equal to one month's rent hereunder as liquidated damages and/or an early termination fee. Upon receipt of such notice and payment, Landlord waives the right to seek from Tenant any additional rent or damages, and the Lease shall be terminated as of the effective date given Tenant's notice.
13. **Holding Over.** Any holding over after the expiration of the Term with the consent of Landlord shall be construed to be a month-to-month tenancy and shall be subject to the terms of this Lease. If Tenant holds over without Landlord's consent, such tenancy shall be construed as a tenancy at sufferance and Tenant shall pay as holdover rent an amount equal to one hundred percent (100%) of the prorated Rent for each day that Tenant fails to surrender possession of the Premises to Landlord.
14. **Recording.** Neither Landlord nor Tenant shall record this Lease without the prior written consent of the other party. Each party hereto agrees that, upon the request of, and at the expense of, the requesting party, the other party will execute a short form or memorandum of lease in recordable form.
15. **Liability; Insurance.** Each party to this Lease agrees to be fully responsible for, and assumes any and all risks related to, its acts or omissions, or its employees' and agents' acts or omissions when acting within the scope of their employment or agency, and agrees to be liable for any property damage or personal injury or death resulting from said acts or omissions. Nothing contained herein, including the foregoing, shall be construed or interpreted as (a) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (b) the consent of Tenant or the State of Florida or their agents and agencies to be sued; or (c) a waiver of either Tenant's or the State of Florida's sovereign immunity beyond the limited waiver provided in section 768.28, Florida Statutes. Tenant may insure through a State of Florida program, or self-insure, at its own cost and expense, its fixtures, furnishings, equipment, and personal property which it may use or store on the Premises. Landlord acknowledges that Tenant, as a public body corporate, for purposes of general liability, workers' compensation, and employer's liability insurance coverage, with said coverage being applicable to Tenant's officers, employees, servants, and agents while acting within the scope of their employment or agency, and Landlord deems such insurance coverage acceptable for the purposes of this Lease.
16. **Eminent Domain.** If the Premises shall be acquired or condemned by eminent domain, condemnation, or similar proceeding for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate as of the date of title vesting as a result of such proceeding and all Rent, additional rent, and other charges shall be paid up to that date and Tenant shall have no claim for the value of any unexpired portion of the term of this Lease.

If any portion of the Premises shall be acquired or condemned by eminent domain, condemnation, or similar proceeding for any public or quasi-public use or purpose, with the result that the remaining portion of the Premises cannot be reasonably used for the then current use being made of the Premises, in Tenant's reasonable opinion, then this Lease shall cease and terminate as of the date of title vesting as a result of such proceeding and Tenant shall have no claim in such proceeding for the value of any unexpired portion of the term of this Lease. In the event of a partial taking or condemnation which does not result in the remaining portion of the premises being unusable for the then current use being made of the Premises, in Tenant's reasonable opinion, then Tenant shall not be released from Tenant's obligations under this Lease but the Rent payable hereunder shall be reduced by a pro rata amount based upon the portion of the Premises condemned or acquired in such proceeding relative to the remaining portion of the Premises which is still usable by Tenant.

Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recovered by Tenant in Tenant's own right on account of any and all damage to Tenant's operations or loss of Improvements by reason of the condemnation, and for or on account of any cost or loss to which Tenant might be put in removing Tenant's property from the Premises.

17. **Subordination.** This Lease and all rights of Tenant hereunder shall be subject to the lien of any and all mortgages that

may now or hereafter affect the Premises, or any part thereof, and to any and all renewals, modifications or extensions of any such mortgages. Tenant shall on demand execute, acknowledge, and deliver to Landlord, without expense to Landlord, any and all instruments that may be necessary or proper to subordinate this Lease and all rights herein to the lien of any such mortgage or mortgages and each renewal, modification or extension thereof. Notwithstanding any other provision of this paragraph, any such subordination by Tenant is, and shall be, conditioned upon any mortgagee acknowledging that so long as Tenant is not in default of its obligations hereunder, this Lease, and the tenancy provided herein, shall continue in full force and effect and Tenant shall be permitted to occupy the Premises under the terms hereof notwithstanding any default by Landlord under said mortgage or any transfer of title to the Premises by foreclosure, deed in lieu of foreclosure, or otherwise.

18. Default or Breach. Each of the following events shall constitute a default of its obligations under this Lease:

- (a) If Tenant shall fail to pay to Landlord the Rent, additional rent, or any other sums or charges due hereunder within thirty (30) days after the same shall be due.
- (b) If Tenant shall fail to perform or comply with any of the conditions or provisions of this Lease other than with respect to the payment of rent, for a period of thirty (30) days after the delivery to Tenant by Landlord of written notice of such failure.

19. Effect of Default. In the event of any default by Tenant of its obligations under this Lease, the rights of Landlord shall be as follows:

- (a) To terminate this Lease and all rights of Tenant hereunder by giving Tenant 60 days' prior written notice that this Lease is terminated; if Landlord terminates this Lease, then Landlord may recover from Tenant the amount of money necessary to compensate Landlord for all damage caused by Tenant's failure to perform Tenant's obligations hereunder and all such other amounts due Landlord from Tenant hereunder in addition to such other compensation as may be permitted from time to time by the laws of the State of Florida;
- (b) Landlord may elect, but shall not be obligated, to make any payment required of Tenant herein or comply with any agreement, term or condition required hereby to be performed by Tenant, and Landlord shall have the right to enter the Premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied, but any expenditure for the correction by Landlord shall not be deemed to waive or release the default of Tenant or the right of Landlord to take any action as may be otherwise permissible hereunder in the case of any default.
- (c) The rights, privileges, elections and remedies of the Landlord under this Lease shall be cumulative, and Landlord shall have the right to exercise such remedies at any time and from time to time singularly or in combination and Landlord shall have all other rights and remedies afforded to landlords under the laws of the State of Florida.
- (d) Upon a breach or default resulting from Tenant's failure to pay Rent or any other sum due hereunder, then such past due amount shall bear interest at rate determined in accordance with Sec. 55.03(1), Florida Statutes. Any interest accruing on said past due amount shall be in addition to the late charge provided for in paragraph 4 above. Neither the accrual nor the payment of any such interest shall be deemed to excuse or cure any breach or default by Tenant hereunder.

20. Additional Rent. All taxes, charges, costs, and expenses that Tenant assumes or agrees to pay hereunder, together with all interest and penalties that may accrue thereon in the event of the failure of Tenant to pay those items, and all other damages, costs, expenses and sums that Landlord may suffer or incur, or that may become due, by reason of any default of Tenant hereunder or failure by Tenant to comply with the terms and conditions of this Lease shall have all the rights and remedies as herein provided for failure to pay Rent. As used herein sometimes for convenience, Rent, additional rent, and any and all other sums or charges required to be paid hereunder are collectively referred to as "rent".

21. **Taxes**. Landlord shall be responsible for the payment of all ad valorem real property taxes assessed or levied against the Premises during the Term.
22. **Quiet Enjoyment**. Tenant, upon paying the Rent and all additional rent and other charges herein provided for and observing and keeping all covenants, agreements, and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Premises during the Term of this Lease without hindrance or molestation by anyone claiming by, through, or under Landlord as such, subject, however, to the exceptions, reservations, and conditions of this Lease.
23. **Waivers**. The failure by either party to insist on the strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights or remedies that either party may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions hereof.
24. **Public Records**. This Lease is subject to the Public Records Law of the State of Florida, Chapter 119, Florida Statutes. Landlord agrees and acknowledges that any books, documents, records, correspondence or other information kept or obtained by Tenant, or that Landlord furnishes to Tenant, in connection with this Lease or the activities contemplated herein, are public records subject to inspection and copying by members of the public pursuant to applicable public records law. Tenant may terminate this Lease at any time for Landlord's refusal to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by either party in conjunction with this Lease.
25. **Hazardous Substances**. Tenant shall not be responsible for any Hazardous Substances located on the Premises at the time Landlord delivers possession of the Premises to Tenant. Tenant shall not use, generate, store, or dispose of Hazardous Substances on the Premises except those customarily utilized in connection with Tenant's operations, and then only in amounts reasonably necessary to perform Tenant's operations. Such Hazardous Substances shall be used, generated, stored, and disposed of in accordance with applicable laws. For the purposes of this Lease, "Hazardous Substances" means substances regulated under federal law or by the laws of the state or municipality in which the Premises are located, and including but not limited to asbestos, radioactive, and petroleum-related products.
26. **Persons Bound**. All of the provisions hereof shall bind and inure to the benefit of the parties hereto, and their respective heirs, legal representatives, successors and assigns but nothing herein shall be construed to permit assignment or subleasing of the Premises.
27. **No Third-Party Beneficiaries**. Nothing in this Lease, express or implied, is intended or shall be construed to confer upon any person, firm, or corporation other than the parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Lease or any term, covenant or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their permitted successors and assigns.
28. **Contingency – Appropriated Funds**. In accordance with section 255.2502, Florida Statutes, if Tenant is relying on appropriated funds from the State of Florida in order to fulfill its payment obligations under this Lease, the Tenant's performance and obligation to make payment under this Lease is contingent upon an annual appropriation by the Florida Legislature. In the event the Florida Legislature does not appropriate funds in a sufficient amount for Tenant to perform its obligations hereunder, Tenant may terminate this Lease upon written notice to Landlord without any liability to Tenant.
29. **Notice**. All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by United States certified mail, postage prepaid, return receipt requested, to the party to be notified at the addresses first set forth above or at such other addresses as the parties shall designate to each other in the manner prescribed for notice herein. Every notice shall be deemed to have been given 3 business days after it was deposited in the United States mail, postage prepaid, in the manner prescribed herein.

- 30. Time of the Essence.** It is understood and agreed between the parties that time is of the essence of this Lease, and this provision applies to all terms and conditions hereof.
- 31. Surrender of Possession.** Upon the expiration of the term hereof, or any extension thereof, or upon the earlier termination of this Lease, Tenant shall peaceably and quietly surrender and deliver the Premises to Landlord free and clear of this Lease. Any property of Tenant, if not removed at the expiration of termination of this Lease, shall, at Landlord's option, be deemed abandoned and become the property of Landlord without any payment or offset therefor. Landlord may remove any such property from the Premises and store the same at the risk and expense of Tenant or may otherwise dispose of the same in any manner whatsoever. Tenant shall repair and restore all damage to the Premises caused by removal by Tenant of any of Tenant's property.
- 32. Construction of Agreement.** Whenever the context of this Lease so requires or admits, words used in the neuter gender include the masculine and feminine; the singular includes the plural and the plural the singular; the word "person" includes a corporation, partnership, or unincorporated association as well as a natural person. The fact that a party may be deemed to have drafted or structured any provision hereof shall not be considered in construing the particular provisions either in favor of or against such party.
- 33. Entire Agreement.** This Lease contains the entire understanding between the parties and supersedes any prior understandings or agreements between them concerning the subject matter. No changes, alterations, modifications, additions or qualifications to the terms and conditions of this Lease shall be binding upon the parties unless made in writing and signed by the party to be bound thereby.
- 34. Severability.** If any provision of this Lease shall be declared invalid or unenforceable, if reasonably possible, taking into consideration the intent and purpose of the parties in entering into this Lease, the remainder of this Lease shall continue in full force and effect.
- 35. Captions.** The captions at the beginning of the several paragraphs of this Lease are not a part of this Lease but are merely labels to assist in locating and reading the respective paragraphs hereof. Such captions shall be ignored in construing this instrument.
- 36. Governing Law.** All questions concerning the meaning, execution, construction, effect and validity of this Lease shall be governed by the laws of the State of Florida.
- 37. Counterparts.** This Lease may be executed in one or more counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

[Signature page to follow.]

IN WITNESS WHEREOF, the parties have executed this Vacant Land Lease Agreement and have intended the same to be and become effective as of the day and year first above written.

WITNESSES:

X _____

Print: _____

X _____

LANDLORD:

By: _____

Print: _____

Date: _____

WITNESSES:

X _____

Print: _____

X: _____

Print: _____

TENANT:

Port St. Lucie Governmental Finance Corporation (GFC),
a Florida Not for Profit Corporation

By: _____

APPROVED: _____

By: _____
[name, title]

By: _____
[name, title]

Sample Only – Do Not Execute**CITY OF PORT SAINT LUCIE****CONTRACT #20180201**

This is a Time and Expense CONTRACT, executed this day of 2018, by and between the PORT ST. LUCIE, a Florida Not for Profit Corporation, hereinafter called “CITY” party of the first part, _____ Telephone No (xxx)xxx-xxxx , Fax No (xxx)xxx-xxxx, hereinafter called “Consultant”, party of the second part.

RECITALS

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

SECTION I**NOTICES & DESCRIPTION OF SERVICES TO BE PROVIDED**

The scope of work that the Consultant has agreed to perform pursuant to SRFQ-bid #20180201 for Vocational-Technical Career Academy and all addenda.

Notices

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

Consultant:

City Contract Administrator: Procurement Management Department
Attn: Lenora Sevillian, MBA, CIPP, CPPP, CPCM
Division Director
City of Port St. Lucie
121 SW Port St. Lucie, Blvd.
Port St. Lucie, FL. 34984
Telephone 772-871-7390 Fax 772-871-7337
Email: lsevillian@cityofpsl.com

City Project Manager: Mr. David Graham
Assistant City Manager
City of Port St. Lucie
121 SW Port St. Lucie, Blvd.
Port St. Lucie, FL. 34984
Email: dgraham@cityofpsl.com

SECTION II

SCOPE OF WORK

The distinguished developer of the Vocational – Technical Career Academy (Charter School) should have a robust academic curriculum to address the specified areas of concern within the identified skills gap areas, based on the Skills Gap Survey Study (Treasure Coast Skills Gap Study – 2017) and be able to illustrate through the academic and business plan the modalities by which all of these will be addressed thoroughly to not only meet but exceed the State of Florida Department of Education (SFDOE) academic standards.

Align with the Florida Department of Education 2018-19 Career & Technical Education Curriculum frameworks course taxonomy which includes, but not limited to the following;

- Agriculture, Food & Natural Resources
- Architecture & Construction
- Arts, A/V Tech. & Communication
- Business, Management & Administration
- Education & Training
- Energy
- Engineering & Tech. Education
- Finance
- Government & Public Administration
- Health Science
- Hospitality & Tourism
- Human Services
- Information Technology
- Law, Public Safety & Security
- Manufacturing
- Marketing, Sales & Service
- Transportation, Distribution & Logistics

The curriculum should build a foundation to mimic the geography of the jobs market today and the future projected economic growth areas. This educational pathway will facilitate the development of a feeder system for careers, such as homebuilders, commercial construction, marine industry, logistics, technology, and other highly skilled trades in the jobs corridor of Port St. Lucie and the Treasure Coast.

You must articulate how your curriculum will combine traditional learning requirements, advanced learning, certifications for real life occupations, non-academic activities and apprenticeships programs to accelerate the learning process within the charter school environment.

Successfully demonstrate the ability to obtain Public Education Capital Outlay (PECO) funding, gaining full approval from the Florida Department of Education for Charter School by February 1, 2019. Exhibit a strong financial foundation to demonstrate stability for future operations, infrastructure development and maintenance.

Propose an enhanced safety plan which will exceed the established school safety guidelines as well as municipal safety standards. Provide a detailed plan for exceeding the building safety and inspection requirements at the State and local levels.

Provide a detailed campus development plan which corresponds with the State Requirements for Educational Facilities (SREF) land use and facility requirements. While meeting the requirements are essential, this is an area to show your creative use of space and design, an opportunity to put forth your signature thumbprint on the community.

The disciplines, experience and expertise required to perform professional duties and operate a charter school of excellence should include, but not limited to:

Educational Plan: The mission statement or fundamental purpose of the school. Your vision, tell us how you see the school operating, what will be the long-term achievements based on the diverse curriculum. Tell us what success looks like academically and how this will address our economic needs within the jobs corridor.

- Describe the anticipated student population and align this with the mission.
- Provide enrollment projections for each grade level.
- Explain the projected growth plan for each year.
- Describe the learning environment; structure and class size.
- Describe the curriculum and the foundation for the courses.
- Provide the framework for student achievement; performance goals, placement, assessment.

Organizational Plan: Describe the planned legal structure or status of the school. Explain the governance and policies.

- Evaluation and selection policy for the board.
- Management and staffing plan, including recruitment plan.
- Description and qualification for administration and instructional staff.
- Procedure for professional development and growth.
- Student recruitment and enrollment plan.

Business Plan: Outline the proposed site plan, facility operations, transportation services, food service, school safety and security, budget, financial management and oversight, and start-up plan.

- Detail the location of the school, size and layout of the space.
- Action plan to address compliance laws, regulations, and policies for school opening.
- Describe how the facility will align with the educational programs and mandated classroom size requirements.
- Outline facility back-up plan.
- Describe your plan for transportation for students outside of the City boundaries.
- Explain the plan for food service and addressing healthy meal plans.
- Outline your school safety plan, including the types of equipment, personnel, technology, and policies that will be in place to exceed safety and security standards.
- Provide an overview of a proposed budget based on projected student enrollment. If you are relying on alternative funding sources, please outline these sources. Note: Joint ventures must be formed prior to submitting a proposal for this RFQ and must meet the guidelines outlined under financial stability in section 8.0 (M).

FINANCIAL STABILITY:

- Describe the financial controls and compliance for the school.
- Include a projected time-table for the start-up of the school and the key activities associated with opening.
 - Applying for and securing the appropriate legal status.
 - Identifying and securing facility
 - Recruiting and hiring staff
 - Staff Training
 - Finalizing curriculum and other instructional materials
 - Governing board training
 - Policy adoption by Board (if necessary)
 - Recruiting students
 - Enrollment lottery, if necessary
 - Establishing financial procedures
 - Securing contracted services
 - Fundraising, if applicable
 - Finalizing transportation and food service plans
 - Procuring furniture, fixtures and equipment
 - Procuring instructional materials

If the proposer is among the highest ranked evaluated firms to be short-listed and selected for an interview and presentation, be prepared to submit a rendering of the school and be able to address your overall plan for the Vocational-Technical Career Academy Charter School.

SECTION III **TIME OF PERFORMANCE**

Contract period shall start with the certification process for the Vocational-Technical Career Academy upon the execution date of this agreement. State of Florida Department of Education Charter School Application Deadline is February 1, 2019. Actual work time frame is outlined per the schedule to get the charter school open and operational within a two (2) year period from approval and accreditation process.

SECTION IV **COMPENSATION**

The City will not pay for out-of-pocket expenses (Office & Utilities), sub-consultant fees or any reimbursable expense. The Consultant bears all expenses related to developing, opening, and operating the Vocational-Technical Career Academy. *Note: The GFC via The City of Port St. Lucie is providing the land lease for the school.

****See the attached Land Lease which provides for approximate acreage to be leased for \$1.00(one dollar and zero cents) per year, for a period of ninety-nine (99) years.***

Consultant VISA Payment Procedures

1. An account with Bank of America (BOA) will be established for the project. The account dollar limit will be established by the City's estimate of monthly expenses. The account will also have limits as per the Merchant Category Code (MCC). Reasonable total invoice amounts will also be established. The account will be entered with the proper expense codes. The Consultant will be provided this account number to process payments.
2. A purchase order to the Consultant for this project may not be issued.
3. The Consultant will send the Project Manager by the 1st of each month a detailed pay request listing employee title, hours of work, hourly rate and related tasks that are completed. Partial release of liens will be provided if subcontractors were used by Engineer.
4. The (PM) will audit to determine that work and materials that are being billed have been completed and installed as per contract specifications. The PM will verify the partial release of liens. The PM will sign documents that state the payment is correct and payment by the City is authorized.
5. The PM will email the approved pay request to the Contract Specialist, City's P-Card Administrator and the Consultant to proceed with placing the charge on the BOA specified account.
6. The Consultant may not place the charge on the account until contacted by the City giving approval. Under no circumstances will the account be used between the 1st and 5th of the month.
7. Invoices that are not approved by the PM will be returned to the Consultant with a detailed explanation.
8. Procurement Management Department will balance statement and issue all dispute items.
9. Procurement Management Department will produce summary sheet and send all documentation to Finance for payment.

All work compensated for under this Contract, including partial payments, shall become the property of the City of Port St. Lucie without restrictions or limitations. Work under this Contract shall include, but not be limited to, sketches, tracings, drawings, computations, details, design calculations, plan, electronic files and other related documents. The Consultant shall not be held liable for any reuse of the work and shall not be held liable for any modifications made to the work by others.

All invoices and correspondence relative to this Contract must contain the last 4 digits of the BOA account and Contract number.

A Visa Order Form or Purchase Order constitutes as the Notice to Proceed.

SECTION V **RENEWAL OPTION**

This contract term is linked to the Land Lease which will be for an initial period of ninety-nine (99) years, with one (1) renewal option of ninety-nine (99) years.

SECTION VI **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 VII **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. As consideration for this indemnity provision the Consultant shall be paid the one time only sum of ten dollars (\$10.00), which will be added to the contract price, and paid prior to commencement of work. This indemnification shall survive the termination of this Contract.

SECTION VIII **SOVERIEGN IMMUNITY**

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

SECTION IX
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 with no exclusion for TRIA, and including coverage for Sexual Abuse and Molestation 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
Law Enforcement Liability	\$1,000,000 / \$2,000,000

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 interest provision as provided under the standard ISO form separation of insurer 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 #20180201 Vocational-Technical Career Academy 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 \$2,000,000.00 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.

School Leaders Errors & Omissions: The Consultant shall agree to maintain School Leaders Errors & Omissions including Employment Practices Liability at a limit not less than \$1,000,000 Per Claim and \$1,000,000 Aggregate. Coverage to include Defense Costs for IEP Hearings. The City of Port St. Lucie must be listed as an additional insured. A waiver of subrogation shall be provided.

Professional Liability: Consultant shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 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 three (3) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.

Crime Insurance: Consultant shall agree to maintain Crime Insurance in limits not less \$1,000,000 per loss for employee theft, theft of monies and securities, forgery or alteration, and funds transfer fraud. The City of Port St. Lucie must be listed as an additional insured. A waiver of subrogation shall be provided in favor of the City. Coverage shall apply on a primary basis.

Employee Theft-Per Loss Coverage	\$1,000,000
Forgery or Alteration	\$1,000,000
Money & Securities - Inside	\$ 100,000
Robbery, Safe Burglary of other Property-Inside	\$ 100,000
Computer Fraud	\$1,000,000
Funds Transfer Fraud	\$1,000,000
Money Orders & Counterfeit Paper Currency	\$1,000,000
Faithful Performance of Duty for Governmental Employees Included	
Impersonation Fraud Coverage Included	

Active Shooter: Consultant shall agree to maintain Workplace Violence Expenses Per Insured Event (inclusive of Crisis Management) in limits not less \$1,000,000 and 3rd Party Legal Liability Per Insured Event of not less than \$1,000,000, with Personal Accident Expenses Per Insured Person no less than \$50,000, Stalking Threat Expenses Per Insured Event not less than \$1,000,000, 3rd Party Legal Liability Per Insured Event not less than \$1,000,000 and Personal Accident Expenses Per Insured Person not less than \$50,000. The City of Port St. Lucie must be listed as an additional insured. A waiver of subrogation shall be provided in favor of the City.

Cyber Liability: Consultant shall agree to maintain Cyber Liability in limits not less \$1,000,000 Per Occurrence for direct loss, legal liability and consequential loss resulting from cyber security breaches. Coverage to include coverage for Privacy & Security Liability, Security Breach Response / Customer Breach Notice Expense, Cyber Extortion and Electronic Media

Liability. The City of Port St. Lucie must be listed as an additional insured. A waiver of subrogation shall be provided in favor of the City. Coverage shall apply on a primary basis. Including limit of liability, with limits not less than:

Media Content Insurance	\$1,000,000
Security & Privacy Liability	\$1,000,000
Regulatory Action Sublimit	\$1,000,000
Event Management Insurance	\$1,000,000
Cyber Extortion Insurance	\$1,000,000

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 bidder’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-Consultants 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 X
FINANCIAL STABILITY

Financial Disclosure;

- Financial Statements Proposer will provide annual financial statements for the last two (2) calendar years for your organization. Independently audited statements are preferred. Statements should include the company’s assets, liabilities, and net worth. At a minimum, include the Balance Sheet (Statement of Financial Positions), Income Statement (Statement of Operations), Retained Earnings and Cash Flow Statement. The City acknowledges that privately held corporations and other business entities are not required by law to have audited financial statements. In the event the bidder 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 and Bonding Capacity

Disclosure of Litigation;

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

SECTION XI **JOINT VENTURE**

“Joint Venture” - A partnership or association, evidenced by written joint venture agreement, to carry out a for-profit business venture for mutual benefit, for which each joint venture partner contributes property, capital, efforts, skills and knowledge and shares in risks, profits, and losses commensurate with their ownership interest.

(1) These rules do not prohibit a properly qualified business entity from participating in a joint venture with business entities which are not qualified; however, only a properly qualified entity may engage in contracting as defined in [Florida Statutes § 489.505](#) A joint venture, including a joint venture composed of qualified business entities, is itself a separate and distinct entity which must be qualified.

(2) A joint venture, one or more of whose participants are not licensed contractors under Chapter 489, Part II, F.S., may submit a bid on a project under the following circumstances:

(a) There must be a written joint venture agreement.

(b) One of the joint ventures must be a business entity properly qualified by a licensed contractor.

(c) Each participant must sign a statement of authority (as set out in Rule 61G6-5.010, F.A.C.) giving the licensed contractor full authority to conduct the contracting business of the participant.

(d) A bonding company must issue a letter of bondability of the joint venture participants which guarantees the subsequent performance of the contract.

(e) Copies of the joint venture agreement, statements of authority, and the letter of bondability must be received and approved by the Board Office prior to the time of the bid.

(f) If the joint venture is awarded the contract, the licensed contractor must qualify all business entities participating in the joint venture within sixty (60) days.

(g) A licensed contractor is restricted to one use of this method of limited qualification at any one time.

(h) A licensed contractor who uses this method of limited qualification must maintain on file with the Board Office up-to-date information, as required on the application, concerning all business entities he qualifies.

(i) This method of limited qualifications may not be used by any business entity whose application is subject to denial under [Florida Statutes § 489.521\(9\)](#), due to an officer, partner, director, or member being fined pursuant to [Florida Statutes § 489.533](#)

(j) The Board may limit the qualification issued, as to the project or projects bid upon and prescribe the time period the qualification is to remain effective.

(3) All qualifying agents of the joint venture will be required to make an appearance at the Board meeting where the application is reviewed, prior to approval for licensing of the joint venture. A licensed contractor is required to obtain approval for each joint venture.

Rulemaking Authority 489.521, 489.533, 489.507(3) FS. Implements [Florida Statutes § 489.521](#). History—New 5-20-92, Formerly 21GG-5.011, Amended 11-30-94.

A. All Joint Venture respondents to the City of Port St. Lucie solicitations shall provide the following information:

Identity of each member of the joint venture and their respective ownership percentages.

- An affidavit/declaration attesting: 1) to the formation of a joint venture (including a certification that profits, losses, and control are shared and the participation percentage); 2) one of the members to the joint venture meets all qualifications outlined in the solicitation (combination of experience not accepted) and the identity of the member; and 3) that each joint venture member will be 100% jointly and severally liable under the contract.
- A copy of the formal joint venture agreement between all joint venture parties, indicating their respective roles, responsibilities, and levels of participation for the project, including profit sharing.
- A declaration as to whether the joint venture is a general partnership, limited partnership, limited liability company, corporation, or other arrangement. Where applicable, proof of incorporation as a joint venture, filing with the Secretary of State, or County Clerk filing.
- A chart which identifies the proposed organizational structure, including the managing partner and the duties and responsibilities of the managing party and the specific role of each of the members in the joint venture.
- Explanation of how insurance/bonding will be handled, i.e., will: 1) the joint venture obtain liability, property damage, workers compensation insurance, and any bonds as required in the construction contract (each member should be included as “named insured” in the policy declarations); 2) one of the joint ventures agrees to obtain an insurance/bond policy to cover everyone in the joint venture contract (each member should be included as “named insured” in the policy declaration); 3) each joint venture partner insures their own exposure and obtains the insurance/bond themselves. The insurance/bond requirements must cover all parties to the joint venture.
- Compliance by joint ventures with state and local conflicts of interests’ laws and the State of Florida Statutes, including with Affidavit of Compliance (i.e., each member of the joint venture should comply, not just the joint venture).
- Experience of the joint venture, i.e., whether the members of the joint venture have previously worked on similar projects.
- A response to the solicitation requirements for each member to the joint venture, including financials, authority to do business in Florida, experience of each member, and debarment/disqualification information.
- The life of the joint venture. If for the duration of the project or a short duration (10 years or less), an explanation of City’s recourse if problems arise after dissolution of the joint venture.
- Explanation of how termination or default by a partner (including bankruptcy), during the term of the project, will be handled/resolved, and any potential impact to the County.

- B. Failure of the joint venture to provide the information listed may result in the disqualification of the joint venture from the procurement process. If any of the following minor deficiencies are found in the joint venture submission, however, the designated City contact person listed in the solicitation may contact the joint venture contact person, listed in the joint venture submission, and request a supplementation, if allowed by procurement laws:
- Failure to provide authority to operate in Florida for a minor joint venture member. A “minor” member is a member of the joint venture other than the member that meets all the qualifications outlined in the solicitation;
 - Failure to include experience of a minor member to the joint venture; and
 - Failure to include declaration as to whether the joint venture is a general partnership, limited partnership, limited liability company, corporation, or other arrangement.

The joint venture must correct the deficiency in the timeframe provided by the City contact person. The decision of the City contact person regarding whether to allow a supplementation of any of the above-listed minor deficiencies shall be final.

C. Joint Venture Post Solicitation Requirements:

If a joint venture respondent wins the bid/solicitation, City of Port St. Lucie requires, among other things, the following:

- Designation of a single project manager for the project;
- Insurance/bond requirements met by all parties to the joint venture;
- Each joint venture member must sign the contract and be 100% jointly and severally liable under the contract;
- Authority to audit or examine the books, records, and files related to the project, including those of a joint venturer;
- Designation of the joint venture member who will be responsible for retaining the contract/project documents, pursuant to any contract requirements; and
- Notification of any changes to the Joint Venture Agreement which results in: a) a change in the participation percentage of any joint venture member; or 2) any other change in the control, structure, capital contribution, or profit/risk sharing of the joint venture.

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

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

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

progress of the work to the City. The inspector shall have the authority to reject defective materials or suspend any work that is being improperly done subject to the final decision of the City.

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

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

SECTION XVI **ADDITIONAL REQUIREMENTS**

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

City's Public Relations Image – The 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.

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

Patent Fees, Royalties, and Licenses – If the 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.

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).

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

SECTION XVII
ASSIGNMENT

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 XVIII
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 XIX
LAW, VENUE AND WAIVER OF JURY TRIAL

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

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

SECTION XX
APPROPRIATION APPROVAL

The 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 XXI
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 XXII **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 XXIII **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 XXIV **ATTORNEY'S FEES**

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

SECTION XXV **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 XXVI **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 XXVII
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 XXVIII
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.

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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 Auditing Services and is entering into an agreement with the City of Port St. Lucie, St. Lucie County, Florida to provide professional services for a project known as #20180201 Vocational – Technical Career Academy.

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

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

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

FURTHER AFFIANT SAYETH NAUGHT

Name of Firm

By: _____
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 _____, 2018.

(SEAL) _____
Signature

Notary Name (typed or printed)

Title or Rank

IN WITNESS WHEREOF, the parties have executed this contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

ATTEST:
By: _____
City Clerk

By: _____
(Authorized Representative of)

State of: _____

County of: _____

Before me personally appeared: _____
(Please print)

Please check one:

Personally known _____

Produced Identification: _____
(Type of identification)

Identification No. _____

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 _____, 2018.

Notary Signature

Notary Public State of _____ at Large.

My Commission Expires _____.

(Seal)

Bid Reply

**SRFQ-Bid #20180201
VOCATIONAL – TECHNICAL CAREER ACADEMY**

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 personnel and firm as presented in this document. The Proposer waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Proposer or the personnel of the Proposer.

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.

Dated this _____ day of _____, 2018

Name of Organization / Proposer

COMPANY NAME: _____

DIVISION OF: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: () _____ FAX NO. () _____

CONTACT PERSON: _____ E-MAIL: _____

ORGANIZATIONAL PROFILE: (complete all appropriate information)

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

President

Vice President

Treasurer

1. How long in present business: _____ How long at present location: _____

2. Is firm a minority business: Yes--No;

3. Does firm have a drug-free workplace program: Yes—No

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

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

Addendum Number	Date Issued

(This is a word document please add space as needed.)

5. Firm's office address, telephone, fax number, e-mail address and contact person for this project.
 (This is a word document add lines as needed)

6. Where is your assigned staff's office located. Please provide personnel names who will act as a back-up in the event the assigned personnel can't be reached.
 (This is a word document add lines as needed)

7. List all proposed personnel assigned to this project, including title, certifications, and years of experience. (If using Sub contractors please identify as such)

Staff Name	Title	Years Experience	Licenses	Certifications	Planned Continuing Ed

(This is a word document add lines as needed)

8. List past five (5) years of litigation history.
 (This is a word document add lines as needed)

Case	Year	Disposition	Explanation

9. List the Educational Institution projects awarded, by other government agencies, to your firm in past 12 months that were similar to size, and scope of this project. **(Do not use City of Port St Lucie projects)**

Type Project	Date of Award	Responsibility	Is Work Completed?	Amount of Contract
Total Amount				

10. List any potential, actual or perceived conflicts of interest in connection with the proposal; (If none, so state).

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CERTIFICATION:

This SRFQ-Bid 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 SRFQ-Bid #20180201 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 Bid 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 Bid Reply are true, accurate and complete. The City may contact any entity or reference listed in this Bid 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 SRFP-Bid.:

Signature Title

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

Witnesses:

Print name

Print name

If Partnership:

Print Name of Firm
By: _____
(General Partner)

If Corporation:

Print Name of Corporation

If Individual:

Signature

Print Name

By: _____
(President)
Attest: _____
(Secretary)

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

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

SRFP Number: 20180201		
Title: Vocational – Technical Career Academy		
Bidder/Respondent: _____		
Reference: _____	Telephone #: _____	Fax #: _____
Email: _____	Person to contact: _____	

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within two (2) days to 772-871-7390 or email to lsevillian@cityofpsl.com.

Describe the scope of work of the contract awarded by your firm to this Consultant.

What is the size of your school and describe your curriculum.

Was the school complex completed on time and within budget?

How many audits has this consultant completed for you within the past five (5) years?

What problems were encountered (claims)?

How many change orders were requested by this consultant?

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.

**CITY OF PORT ST. LUCIE, FLORIDA
SRFQ-Bid #20180201
Vocational – Technical Career Academy**

STATE OF FLORIDA
E-VERIFY

375-040-68
PROCUREMENT
06/1

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

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.

Bidder's Signature

Date

CHECKLIST
SRFQ-Bid #20180201
VOCATIONAL – TECHNICAL CAREER ACADEMY

This checklist is provided to assist Bidders in the preparation of their bid response. Included in this checklist are important requirements that are the responsibility of each Bidder to submit with their response in order to make their bid response fully compliant. This checklist is only a guideline -- it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

_____ Documents uploaded in one (1) .pdf file and in order of the Bid Reply SRFQ-Bid #20180201, **Proposal response formatted as outlined on Pages 11-12**, 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.

_____ All questions on the Bid Reply are complete and thoroughly answered

_____ Each Bid 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.