



"A City for All Ages"

City of Port St. Lucie
Electronic Request for Proposals ("eRFP")
Event Name: Design-Build of Public Works Facility
eRFP Number: 20230032
Step Two

1. Project Information

1.1. Purpose of Procurement

Pursuant to the [City of Port St. Lucie Code of Ordinances, Sec. 35.05](#), and Florida Statutes, Chapter 287.055 (Consultant Competitive Negotiations Act) the City of Port St. Lucie, a Florida municipal corporation ("City") is requesting Step Two Proposals from designated short-listed design-build firms to provide all necessary professional design services, labor, materials, and equipment necessary to construct the Port St. Lucie Public Works Facility (see design criteria contained herein).

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

1.2. Scope of Work

Please see Attachment A – Design Criteria Package.

1.3. Specifications

- A. The apparent silence of the Design Criteria Package as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Design Criteria Package shall be made on the basis of this statement.
- B. For purpose of evaluation, Proposer must indicate any variance or exceptions to the stated Design Criteria Package. Deviations should be advised in writing. Absence of variations and/or corrections will be interpreted to mean that Proposer meets all Specifications in every respect.
- C. Any manufacturers' names, trade names, brand names, information and/or catalog numbers used herein are for the purpose of describing and establishing a general standard of quality, performance and characteristics and are not intended to limit or restrict competition. The Proposer may offer any brand, which meets or exceeds the specifications for any item(s). **If a Proposal is based on equivalent products, indicate on the Proposal the manufacturer's name and catalog number of those items. Proposer shall submit with their Proposal complete, descriptive literature and/or specifications. Proposer should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. Determination of equivalency shall rest solely with the CITY. If Proposer fails to name a substitute, it will be assumed that they will be providing goods identical to Proposal standards.**

1.4. Examination of Contract Documents and Site

- A. Before submitting a Proposal, each Proposer must **(mandatory)**:
1. Visit the site to familiarize themselves with the facilities and equipment that may in any manner affect cost, or performance of the work;
 2. Agree to follow latest federal, state, and local laws, ordinances, grants, rules and regulations throughout the performance of the work;
 3. Study and carefully correlate the Proposer's observations with the Contract Documents; and
 4. Notify the City or designee of all conflicts, errors, and discrepancies, if any, in the Contract Documents.
- B. The Proposer, by and through the submission of a Proposal, agrees that they shall be held responsible for having examined the facilities and equipment; familiarized themselves with the nature and extent of the work and any local conditions that may affect the work to be done and the equipment, materials, parts and labor required.

1.5. Schedule of Events

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

Description	Date	Time
Issuance of Step 2 eRFP to Short-Listed Firms	Published on DemandStar June 20, 2023	N/A
Mandatory Pre-Proposal Conference / Site Visit Location: Public Works Compound 450 SW Thornhill Drive Port St. Lucie, FL 34984	July 11, 2023	9:00 a.m. ET
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.6.	July 19, 2023	5:00 p.m. ET
Responses to Written Questions	July 25, 2023	5:00 p.m. ET
Proposals Due/Close Date and Time	August 1, 2023	3:00 p.m. ET
Presentations / Final Evaluation Location: Procurement Conference Room 121 SW Port St. Lucie, Blvd. – Room #390 Port St. Lucie, FL 34984	August 7, 2023	1:00 p.m. ET
Contract Negotiations	August 8, 2023 – September 13, 2023	N/A
Award of Contract	September 25, 2023	N/A

1.6. Official Issuing Officer (Procuring Agent)

Name: Nathaniel Rubel, Procurement Division Assistant Director

Email: nrubel@cityofpsl.com

1.7. Definition of Terms

Please review the following terms:

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

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

Design-build contract – A single contract with a design-build firm for the design and construction of a public construction project.

Design-build firm – a partnership, corporation, or other legal entity that:

Is certified under F.S. § 489.119, to engage in contracting through a certified or registered general contractor or certified or registered building contractor as the qualifying agent; or is certified under F.S.

§ 471.023, to practice or to offer to practice engineering; certified under F.S. § 481.219, to practice architecture; or certified under F.S. § 481.319, to practice or to offer to practice landscape architecture.

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

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

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

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

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

Sourcing Platform- [DemandStar](#)

Any special terms or words which are not identified in this eRFP Document may be identified separately in one or more attachments to the eRFP. Please download, save, and carefully review all documents in accordance with the instructions provided in Section 2 “Instructions to Contractors” of this eRFP.

2. Instructions to Contractors

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

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

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

2.1. General Information and Instructions

2.1.1. Familiarity with Laws and Regulations

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

2.1.2. Restrictions on Communicating with Staff

From the issue date of this eRFP until a City generated Purchase Order is submitted to the contracted contractor (or the eRFP is officially cancelled), contractors are not allowed to communicate for any reason with any City staff or elected officials except through the Issuing Officer named herein, or during the Pre-Proposal Conference (if any), or as defined in this eRFP or as provided by existing work agreement(s). This is commonly known as a cone of silence during the procurement process as identified in the [City Code of Ordinances, Section 35.13](#). Prohibited communication includes all contact or interaction, including but not limited to telephonic communications, emails, faxes, letters,

or personal meetings, such as lunch, entertainment, or otherwise. The City reserves the right to reject the response of any contractor violating this provision. Further information of this topic can be found on the Cone of Silence and eRFP Communication Document.

2.1.3. Submitting Questions

All questions concerning this eRFP must be submitted in writing via email to the Issuing Officer identified in Section 1.6 "Issuing Officer" of this eRFP. No questions other than written will be accepted. No response other than written will be binding upon the City. All Contractors must submit questions by the deadline identified in the Schedule of Events for submitting questions. Contractors are cautioned that the City may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section. All questions about this eRFP must be submitted in the following format:

Company Name

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

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

2.1.4. Attending Pre-Proposal Conference

The Pre-Proposal Conference or any other information session (if indicated in the schedule of events) will be held at the offices referred to in Section 1.5 "Schedule of Events" of this eRFP. Unless indicated otherwise, attendance is not mandatory, although Contractors are strongly encouraged to attend. However, in the event the conference has been identified as mandatory, then a representative of the Contractor must attend the conference in its entirety to be considered eligible for contract award. The Contractor is strongly encouraged to allow ample travel time to ensure arrival in the conference meeting room prior to the beginning of any mandatory conference. The City reserves the right to consider any representative arriving late to be "not in attendance." Therefore, all contractors are strongly encouraged to arrive early to allow for unexpected travel contingencies.

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

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

2.1.6. Failing to Comply with Submission Instructions

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

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

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

NOTE: The City may not accept proposals from firms, that have had adversarial relationships with the City or firms that have represented entities that have had adversarial relationships with the City. This includes the firm, employees and financial or legal interests. The City will not enter into a contract or conduct business with any firm or any personnel that is listed on the Federal, State, or other local government agencies' Excluded Parties List, Suspended List or Debarment List. Please see [Florida Statute 287.133](#) for further information regarding business transactions with companies that have been convicted of public entity crimes.

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

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

2.1.9. Assigning of the Contract & Use of Subcontractors

Except as may be expressly agreed to in writing by the City, Contractor shall not assign, sell, transfer, or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein, to any person, firm or corporation without the written consent of the City.

No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Contract shall in any way relieve Contractor of any responsibility, obligation or liability under this Contract and for the acts and omissions of all Subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Contract shall also apply to the Subcontractors. Any contract with a Subcontractor must also preserve the rights of the City. The City shall have the right to request the removal of a Subcontractor from the Contract with or without cause.

2.1.10. Proposal of Additional Services

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

2.1.11. Protest Process

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

2.1.12. Costs for Preparing Responses

Each Contractor's response should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the response and participating in the procurement process (including the protest

process) is the sole responsibility of the Contractor. The City will not provide reimbursement for such costs.

2.1.13. Public Access to Procurement Records

Solicitation opportunities will be publicly advertised as required by city ordinances and state and federal laws. Any material that is submitted in response to this eRFP, including anything considered by the Contractor 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 Contractor is hereby cautioned to NOT submit any documents that the Contractor does not want to be made public. The City is allowed to assess a reasonable charge to defray the cost of reproducing documents. A City employee must be present during the time of onsite inspection of documents. PLEASE NOTE: Even though information (financial or other information) submitted by a Contractor may be marked as "confidential", "proprietary", etc., the City will make its own determination regarding what information may or may not be withheld from disclosure. Contractors should review [Chapter 119 of the Florida Statutes](#) for all updates before requesting exceptions from Florida Statutes Chapter 119.

2.2. Submittal Instructions

Submittal Instructions to DemandStar

Listed below are key action items related to this eRFP. The Schedule of Events in Section 1.5 identifies the dates and time for these key action items. This portion of the eRFP provides high-level instructions regarding the process for reviewing the eRFP, preparing a response to the eRFP and submitting a response to the eRFP. Contractors are encouraged to utilize the training materials identified in Section 2.2 of this eRFP to ensure a successful submittal in response to this eRFP.

2.2.1. eRFP Released

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

2.2.2. eRFP Review

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

Please carefully review all information contained in the Event, including all documents available as attachments or available through links. Any difficulty accessing the Event or opening provided links or documents should be reported immediately to the Issuing Officer (See Section 1.6). Attached documents may be found in Section 8 of this document.

2.2.3. Preparing a Response

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

1. Use the provided worksheets to prepare your response. Enter your responses directly into the worksheet. Unless otherwise directed, do not insert "see attached file" (or similar statements) in the worksheet to reference separate documents.
2. Answer each question and/or provide sufficient detail where requested for evaluation while using judgment with regards to the length of response.
3. Proofread your response and make sure it is accurate and readily understandable.

4. Label any and all uploaded files as specified in this eRFP.
5. Use caution in creating electronic files to be uploaded. If the City is unable to open an electronic file due to a virus or because the file has become corrupted, the contractor's response may be considered incomplete and disqualified from further consideration.
6. Use commonly accepted software programs to create electronic files. The City has the capability of viewing documents submitted in the following format: Microsoft Office 2007 and portable document format file (PDF). Unless the eRFP specifically requests the use of another type of software or file format than those listed above, please contact the Issuing Officer prior to utilizing another type of software and/or file format. In the event that the City is unable to open an electronic file because the City does not have ready access to the software utilized by the contractor, the contractor's response will be considered incomplete and disqualified from further consideration.
7. Please access and review all of the attachments provided by the City within the Event. If supplemental materials are requested by the City to be submitted by the contractor as part of the technical proposal, the contractor should upload these additional materials as directed by the City.

2.2.4. Reviewing, Revising or Withdrawing a Submitted Response

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

1. **PROPOSAL SUBMISSION.** Upload two files, the **Technical Proposal (Bid Reply)** and the **Price Proposal (Cost Worksheet)** formatted as instructed in Section 2.2.5 of this document. All proposals shall be submitted by completing and returning all required documents. The drawings required in the technical proposal may be submitted as a separate attachment.
 - A. Upload the proposal including all required information, completed forms, and supporting documentation in the appropriate tabs onto DemandStar by the due date and time. Please permit adequate time to submit the response. Please note submission is not instantaneous and may be affected by several events, such as the contractor temporarily losing a connection to the Internet.
 - B. **Enter zero for the cost on DemandStar (if requested) and select the Submit button at the bottom of the page to send the documents. The scoring of the Price Proposal will be revealed after the evaluation of the Technical Proposals.**
2. **REVIEW AND REVISE.** In the event the Contractor desires to revise a previously submitted response, the Contractor may revise the response. If the revisions cannot be completed in a single work session, the Contractor should save its progress." Once revisions are complete, the Contractor **must resubmit** its corrected response. Please permit adequate time to revise and then resubmit the response. Please note submission is not instantaneous and may be affected by several events, such as the contractor temporarily losing a connection to the Internet.
3. **WITHDRAW.** A Contractor may withdraw the proposal by removing all documents from DemandStar prior to the deadline. In the event a Contractor desires to withdraw its response after the closing date and time, the Contractor must submit a request in writing to the Issuing Officer.

2.2.5. Proposal Format / Evaluation Criteria

Instructions to Respondents

The Respondent's PROPOSAL must be submitted in accordance with these instructions. Failure to follow these instructions may be cause for rejection of the proposal. For ease of review, submittals should be tabbed and divided in accordance with the sections outlined below with pages sequentially numbered at the bottom of the page. Submittals should be concise, provide only the information requested.

Information provided shall take into account the Evaluation Criteria listed in Section 4.3 of this document.

Proposals must include the following information:

Technical Proposal – (Bid Reply)

Title Page

Title Page shall show the request for proposal's subject, title, and proposal number; the firm's name; the name, address, and telephone number of a contact person; and the date of the proposal.

Table of Contents

The Table of Contents shall provide listing of all major topics, their associated section number, and starting page.

Section 1 – Project Approach

Submit a detailed project narrative addressing your firm's approach and work plan for all aspects of the proposed project.

Section 2 – Proposer's Statement

Submit a brief statement explain why your firm's proposal would be the most effective and beneficial to the City.

Section 3 – Drawings

Submit complete descriptions, layouts and drawings of the proposed site plan and design, including but not limited to, the criteria listed in Attachment A – Design Criteria Package. Drawings may be uploaded to DemandStar as a separate attachment.

Section 4 – Schedule

A detailed project schedule is to be submitted as part of this proposal. Submit a major event timeline schedule of activities and address your firm's commitment to said schedule which should cover the start of the project through completion, including design, permitting, and construction.

Section 5 – List of Subcontractors

Submit the name(s) of all subcontractors who will be used during the construction phase of the project.

Section 6 – Proof of Insurance

Attach evidence of your firm's ability to comply with the Insurance Requirements identified in this document.

Section 7 – Required Forms

- Attachment B – Trench Safety Form
- Attachment C – Truth in Negotiation
- Provide any other information the firm feels is relevant to evaluating the firm’s qualifications based on the Evaluation Criteria listed in Section 4.3 of this document.

Price Proposal (Separate Attachment – Cost Worksheet)

- Please provide completed Attachment D – Proposal Form.
- Please provide a copy of the Bid Bond, in a sum of not less than 5% of the total bid amount made payable to the City.

3. General Insurance, Bonding, and Permit Requirements

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

3.1 Standard Insurance Requirements

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

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

1. Workers’ Compensation Insurance & Employer’s Liability: The Contractor shall agree to maintain Workers’ Compensation Insurance & Employers’ Liability in accordance with Section 440, Florida Statutes. Employers’ Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis.
2. Commercial General Liability Insurance: The Contractor shall agree to maintain Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

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

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

Except as to Workers' Compensation, Employers' Liability, and Professional Liability Insurance 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, Business Automobile Liability, Pollution Liability, and Builder Risk policies. The name for the Additional Insured endorsement issued by the insurer shall read "City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract #20230032-Design-Build of Public Works Facility Project be listed as additionally insured.". The Policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance.

4. **Automobile Liability Insurance:** The Contractor shall agree to maintain Business Automobile Liability insurance at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary non-contributory basis.
5. **Professional Liability Insurance:** The Contractor shall agree to maintain Professional Liability insurance, or equivalent Errors & Omissions Liability at a limit of liability not less than \$2,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000 the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Contractor warrants the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Contractor shall agree to purchase a SERP with a minimum reporting period not less than four (4) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.
6. **Pollution Insurance:** Contractor shall procure and agree to maintain in full force during the term of this Agreement, Contractors Pollution Liability Insurance in limits not less than \$1,000,000 per occurrence, \$2,000,000 aggregate, for any operations relating to the construction, handling, storage, and transportation of hazardous materials and/or waste. Contractors Pollution should be in force for no less than entire term of the project and two years extended Completed Operations. The City of Port St. Lucie shall be listed as an

additional insured. A waiver of subrogation shall be provided in favor of the City. Coverage shall apply on a primary and non-contributory basis.

7. **Builder's Risk Insurance:** Contractor shall purchase and maintain Builder's Risk insurance in an amount equal to 100% of the completed value of the project including any amendments thereto (without coinsurance). Contractor's policy shall be written on an "ALL Risk" Builders Risk form that shall cover physical loss or damage to the Work, temporary buildings, construction forms and scaffolding, materials and equipment in transit or in storage/at temporary locations, and should extend coverage to foundations, excavations and other underground property. Coverage shall insure against at least the following perils or causes of loss: fire, lightning, windstorm/and hail, theft (including theft of materials whether or not attached to any structure), vandalism and malicious mischief, flood, earthquake, collapse, and such other perils or causes of loss as may be specifically required. The policy shall include coverage for pollutant cleanup, debris removal, demolition and increased cost of construction, water damage, backup of sewers and drains, testing and startup of building systems (including hot testing), and mold & fungus remediation. The Builders Risk coverage shall include a waiver of subrogation rights endorsement in favor of the City.

The "ALL RISK" Builder's Risk Insurance must also cover soft costs, including additional advertising/promotional, additional license and permit fees, additional legal/accounting fees, insurance premiums including builder's risk, and architects' and engineers' fees that may be necessary to provide plans and specifications and supervision of work for the repair and/or replacement of property damage caused by a covered peril.

This policy must include insurance for the City of Port St. Lucie, Contractor, Subcontractors, Architect/Engineer and Consultants for their interest in covered property. The City's policy will not provide coverage related to this project.

The Contractor has the right to purchase coverage or self-insure any exposures not required by these specifications, but shall be held liable for all losses, deductibles, self-insurance for coverages not required.

The Contractor is responsible for all deductibles including those for windstorms.

8. **Waiver of Subrogation:** The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.
9. **Deductibles:** All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract. Where an SIR or deductible exceeds \$5,000, the City of Port St. Lucie reserves the right, but not obligation, to review and request a copy of the bidder's most recent annual report or audited financial statement.

It shall be the responsibility of the Contractor to ensure that all independent contractors and/subcontractors comply with the same insurance requirements as listed herein, including Products & Completed Operations coverage for a minimum of five (5) years from the date of possession by City or completion of contract. It will be the responsibility of the Contractor to obtain Certificates of Insurance from all contractors and subcontractors listing the City as an Additional Insured, without the language "when required by written contract". If contractor, independent contractor or subcontractor maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by contractor/independent contractor/subcontractor.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, or Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability

shall have an Aggregate limit not less than the highest “Each Occurrence” limit for either Commercial General Liability, Business Auto Liability, or Employers’ Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form,” the City shall be endorsed as an “Additional Insured.”

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

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

3.2 Bid Bond

Bid Bond

Each responding Contractor must supply a Bid Bond, in a sum of not less than 5% of the total bid amount made payable to the City. As a Mandatory Requirement, the Bid Bond must be scanned and uploaded into DemandStar with the Price Proposal as a separate attachment from the Technical Proposal, thus showing evidence that a Bid Bond was obtained. Responding Contractors must send the Original Bid Bond to the City within five (5) days after the eRFP Due Date as reflected above in Section 1.5. The responding Contractor’s proposal may be considered non-responsive if the Bid Bond is not received within the specified time frame. Responding Contractors must submit a Bid Bond payable to the City in a sealed envelope to:

City of Port St. Lucie
Attn: Nathaniel Rubel, Assistant Procurement Director
121 S.W. Port St. Lucie Blvd.
Port St. Lucie, FL 34984

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

3.2.1 Proposal Certification

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

1. That this electronically submitted proposal constitutes an offer, which when accepted in writing by the City, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the Contractor and the City; and
2. That the Contractor guarantees and certifies that all items included in the Contractor’s response meet or exceed any and all of the solicitation’s identified specifications and requirements except as expressly stated otherwise in the Contractor’s response; and
3. That the response submitted by the Contractor shall be valid and held open for a period of ninety (90) days from the final solicitation closing date and that the Contractor’s offer may be held open for a lengthier period of time subject to the Contractor’s consent; and
4. That the Contractor’s response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. Contractor understands and agrees that collusive bidding is a violation of city ordinance, state and federal laws and can result in fines, prison sentences, and civil damage awards.

3.3 Payment Bond

The awarded contractor(s) shall be required to furnish a recorded bond to secure payment of all claims for materials furnished and/or labor performed. The payment bond shall be in amount equal to the contract price.

Performance Bond

The awarded contractor shall be required to furnish a recorded performance bond to the City for the faithful performance on the contract in an amount equal to the contract price. The bond shall be issued by a Corporate Surety authorized to do business with the State of Florida. The performance bond must be submitted to the City within ten (10) calendar days of the date the contract is approved by City Council, but in any event, prior to the beginning of any contract performance by the awarded contractor.

3.4 Permits

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

4. Proposal Evaluation, Negotiations and Award

All timely proposals will be evaluated in accordance with the following steps:

4.1 Administrative/Preliminary Review

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

1. Proposal was submitted by deadline.
2. Meets minimum qualifications.
3. Proposal is complete and contains all required documents.

4.2 Evaluating Proposal Factors

If the contractor's proposal passes the Administrative/Preliminary Review, the contractor's proposal will be submitted to the Evaluation Team for evaluation.

4.2.1 Review of Proposals

The City assembled an Evaluation Committee comprised of City staff. This Committee evaluated the Step 1 proposals and short listed the most qualified firms from the submitted Proposals from the Step 1 solicitation. The short-listed firms are receiving RFP-Step 2, outlining the "Design/Build Criteria" and other pertinent information for the submittal of Step 2 Proposals. Upon review of the Step 2 proposals by the Evaluation Committee, public presentations may be requested by the shortlisted firms prior to final selection by the Committee. The City reserves the right to request further information and to request best and final offers at the discretion of the City prior to commencement of negotiation with the highest evaluated firm.

The Evaluation Committee will review each proposal in detail to determine its compliance with the eRFP requirements. If a proposal fails to meet the minimum qualifications and mandatory requirements, the City will determine if the deviation is material. A material deviation will be cause for rejection of the proposal. An immaterial deviation will be processed as if no deviation had occurred. All proposals which meet the requirements of the minimum qualifications and mandatory requirements are considered "Responsive Proposals" at this point in time and will be scored in accordance with the point allocation in Section 4.3 "Evaluation Criteria" of this eRFP.

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

4.3 Evaluation Criteria

The Committee shall evaluate proposals in accordance with the weighted criteria below:

Category	Criteria	Points
Design-Build Team Organization Management	Points will be awarded based on an evaluation of how the team will be organized and managed throughout the project and integration with the city. Evaluation criteria will focus on how the Design-Build Team assures that the city receives a well-run and organized project with clear communication between the Design-Build Team and the City as well as all permit agencies. Evaluation of the Design Build Teams experience together on at least two (2) previous D/B Projects. In particular how the specific staff assigned to this project have worked together previously including the project manager, project superintendent, architectural and engineering staff.	Maximum 20 points
Project Understanding and Approach of the Project	Points will be awarded for the Firm's/Team's understanding of the goals and objectives for the Project and their proposed methodology for meeting those goals and objectives. Firms/Teams must provide a comprehensive narrative statement and preliminary drawings illustrating their clear and concise understanding of the requirements of the Project, potential issues (and proposed solutions). The drawings shall clearly delineate all systems proposed to meet the requirements of the project and delineate what is being included in the project cost. Respondents are encouraged to prepare high quality documents that make it clear to the Evaluation Committee what value their Team has to offer the City. Evaluation criteria will focus on the review of a complete submittal indicating what is included in their proposal.	Maximum 30 points
Project Schedule	Provide a detailed Project schedule. The Team should clearly address their approach to dealing with key tasks, activities, and issues, including the design time, permitting process, including deliverables, proposed construction schedule, and project coordination issues. Key milestones and City meetings shall be indicated.	Maximum 20 points
Project Cost Proposal*	(a) Costs and compensation may be shown in both unit amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extensions or totals, unit amounts shall govern. (b) All costs and compensation shall remain firm and fixed for acceptance for ninety (90) calendar days after the day of the Proposal opening. (c) The costs and compensation proposed shall include all franchise fees, royalties, license fees and other costs arising from the use by such design, equipment and/or materials in any way involved in the work as well as all costs of transporting and service to the required location.	Maximum 30 points
Total		Maximum 100 points

These weighted criteria are provided to assist the Proposers in the allocation of their time and efforts during the submission process. The criterion also guides the Evaluation Committee during the final ranking of Proposers by establishing a general framework for those deliberations.

Firms may be invited to make a presentation to the Committee prior to a recommendation being presented to the City Council. As the best interest of the CITY may require, the right reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. Proposers are cautioned to make no assumptions unless their proposal has been evaluated as being responsive. Additional information may be required of the proposer during the review and selection process to clarify the Proposers presented information. The Proposer shall be prepared to advise the Committee the manner in which the contractual obligations will be accomplished.

Submitted project cost shall not be subject to change until formal negotiations have begun with a designated firm.

* Project Cost Score will be calculated per the following "sample" formula.

Firm A: Proposed Price \$20,000 Percentage = 100% X Weight (30) = 30 Points

Firm B: Proposed Price \$25,000 Percentage = 80% X Weight (30) = 24 Points

Firm C: Proposed Price \$28,000 Percentage = 71% X Weight (30) = 20 Points

Firm B's percentage is $\$20,000 \div \$25,000 = 80\%$ of maximum points

Firm C's percentage is $\$20,000 \div \$28,000 = 71\%$ of maximum point

6. Contract Terms and Conditions

The contract that the City expects to award as a result of this eRFP will be based upon the eRFP, the successful Contractor's final response as accepted by the City. The "successful Contractor's final response as accepted by the City" shall mean: the response submitted by the awarded Contractor, written clarifications, and any other terms deemed necessary by the City, except that no objection or amendment by a Contractor to the eRFP requirements or the contract terms and conditions shall be incorporated by reference into the contract unless the City has explicitly accepted the Contractor's objection or amendment in writing.

Please review the City's contract terms and conditions prior to submitting a response to this eRFP. Contractors should plan on the terms and conditions contained in this eRFP being included in any award as a result of this eRFP. Therefore, all costs associated with complying with these requirements should be included in any pricing quoted by the Contractors.

Exception to Contract

By submitting a response, each Contractor acknowledges its acceptance of the eRFP specifications, terms, and conditions without change except as otherwise expressly stated in the submitted proposal. Any exceptions/qualifications/clarifications must be uploaded and submitted as part of the Contractor's response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the eRFP.

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

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

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

Order of Preference

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

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

7. Payment

To ensure proper payment the awarded Contractor must:

1. The City shall have not less than 30 days to pay for any products and/or services.
2. Invoices must clearly show the description of products and/or services to include the number of each product or line item fulfilled.
3. All invoices must reference the Contract Number as established by the City.
4. Under no circumstance, will interest of any kind be required as payment to the Awarded Contractor.
5. All charges, e.g., set up costs, must be included in the cost proposal. No charges will be allowed unless specified in the eRFP and agreed upon by the City.
6. Any discrepancies noted by the City must be corrected by the Awarded Contractor within 48 hours.
7. The payment amount due on invoices shall not be altered by the City personnel. Once disputed items are resolved, the Awarded Contractor must submit an amended invoice, or a credit memorandum for the disputed amount.
8. The City will not make partial payments on an invoice where there is a dispute.
9. The City will only make payments on authorized transactions.
10. All invoices must be sent to: apnotifications@cityofpsl.com

8. List of eRFP Attachments

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

1. This document
2. Attachment A – Design Criteria Package
3. Attachment B – Trench Safety Form
4. Attachment C – Truth in Negotiation Form
5. Attachment D – Proposal Form

****All Mandatory documents indicated above must be returned as a part of the response by the Contractor. Failure to supply the completed document(s) will deem the Contractor as non-responsive.**