



City of Port St. Lucie

Electronic Request for Proposals (“E-RFP”)

**Event Name: Design-Build Services for Eight (8) Wells and the Raw Water Main on Discovery Way
Solicitation Process in Accordance with Section 287.055, Florida Statutes – Consultants’ Competitive
Negotiation Act (CCNA)**

E-RFP (Event) Number: 20240141

1. Introduction Public Procurement

1.1. Purpose of Procurement

Pursuant to the Port St. Lucie [City Code of Ordinance, Section 35.07](#), and section 287.055, Florida Statutes (Consultants’ Competitive Negotiations Act), the City of Port St. Lucie, a Florida Municipal corporation (“City”) is requesting Proposals from qualified firms to Design-Build Services for Eight (8) Wells and the Raw Water Main on Discovery Way. A descriptive overview of the City can be found at [About PSL | City of Port St. Lucie, FL \(cityofpsl.com\)](#). 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. Restrictions on Communicating with Staff

From the issue date of this E-RFP until a City generated Purchase Order is submitted to the contracted Proposer (or the E-RFP is officially cancelled), Proposers are not allowed to communicate for any reason with any City staff or elected officials except through the Issuing Officer named herein, during the Bidders’/Offerors’ conference (if any), as defined in this E-RFP, 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 Proposer violating this provision. Further information of this topic can be found on the Cone of Silence and e-RFP Communication Document.

1.3. E-RFP Scope of Services

Background

Over the past several decades, Port St. Lucie has experienced explosive growth and is now Florida’s seventh largest city. Port St. Lucie is currently ranked as the 10th fastest-growing large city in the country. This sharp change in population creates an increase in water supply demand. The City’s master plan forecasts that current water treatment capacity will be insufficient by 2029. The SFWMD Upper East Coast Water Supply Plan update also lists Port St. Lucie as the only public supply system in the UEC Planning Area that cannot adequately meet its projected demands with its current facilities through 2045. Port St. Lucie is planning the new Rangeline Water Treatment Facility (WTF) to meet this upcoming need and will eventually add 10 MGD capacity to the City’s system through this facility.

The City also owns and operates the James E. Anderson (JEA) WTF. Both the JEA and Rangeline facilities treat/will treat brackish groundwater with reverse osmosis membranes to provide potable water to the City’s customers. The proposed three (3) wells for the JEA WTF will allow for increased operational and

maintenance flexibility as it will allow other, existing wells to be taken out of service in the JEA wellfield. The proposed five (5) wells for the Rangeline WTF will also provide raw water to the upcoming Rangeline WTF.

The eight (8) well sites are located on City-owned land; the sketch and legal description for these well sites can be found in **Exhibit “A”** and are attached to this Scope. The wells are also included in the City’s existing consumptive use permit, and only a water permit from Florida Department of Environmental Protection (FDEP) needs to be obtained in order to construct the wells.

The City, acting as the design criteria professional, has prepared the design criteria package for use by the design-build firm. The scope of work for this project includes design, construction services, integration, test, checkout, and startup of proposed Floridan aquifer wells. The raw water quality must meet the water quality standards for treatment by both the JEA and Rangeline Reverse Osmosis Water Treatment Facilities. Detailed discussion of the scope of work and performance requirements is presented herein.

The scope also includes preliminary design, final detailed design, permitting, construction, testing, and construction phase services for the raw water main on Discovery Way. The proposed raw water main construction from the future Rangeline WTF to the proposed future Floridan wells includes approximately 2,875 LF of 12”, 8,851 LF of 16”, and 5,335 LF of 24” main. Final sizing, path and lengths to be determined by the design-build firm.

The design-build firm shall present the City with three (3) bid options for the construction contractor of the raw water main. All Bid Proposals shall be submitted on an individual basis. Bid Proposals will be evaluated based upon review of the following:

- A. Cost – The evaluation of this criterion will be based on the Bidder’s total base bid, bid alternates, unit prices.
- B. Value Engineering – This criterion measures the ability of the Bidder to identify potential areas of cost savings or improvements of the final project.
- C. Bidder’s ability to meet all other criteria outlined herein.

This project will use the design-build delivery method divided into two phases, briefly summarized as follows:

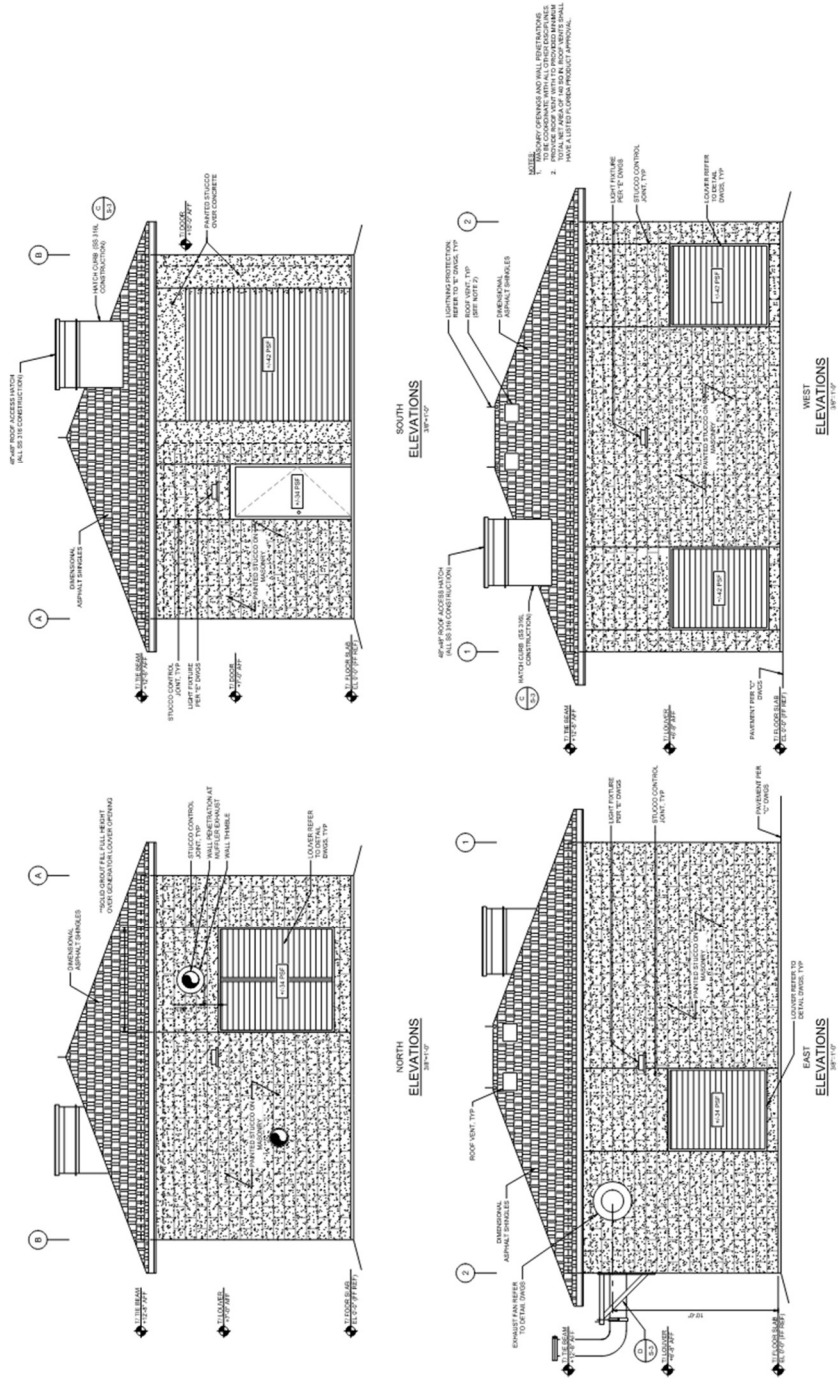
Phase I (Design/Preconstruction Services) includes design of all eight (8) below-grade portions of the wells and a temporary access roads. Once 60% of the design is achieved, the firm shall provide the cost of the services for Phase II (detailed below). Negotiation for one (1) additional well to be included for a total of nine (9) wells.

The design-build firm shall perform the services necessary to develop the Design documents based on the below general needs and shall perform the level of services necessary to generate a Guaranteed Maximum Price (GMP). Deliverables for this phase include, but are not limited to, plans, specifications, permit drawings, permit applications, GMP Proposal, and Construction Schedule of Values. Prior to commencing Phase II, the GMP proposal will be subject to review and acceptance by the City. Work will be performed at eight (8) separate sites. The project will include survey, geotechnical evaluation, design and preparation of specifications and drawings for the completion of the project, which includes, but shall not be limited to, permitting with the South Florida Water Management District and St. Lucie County Health Department, grant assistance, and providing professional engineering and hydrogeological services during construction.

Phase II (Final Design and Construction Services) includes the design and construction of the pump, wellhead, raw water main, CBS building that will house the wellhead (see **Exhibit “B”** below for example, final design to be determined), electrical and control equipment, and standby generator. Site features will include a perimeter fence, propane storage tanks, concrete drive, and site grading and restoration.

Phase II Construction is projected to be completed in the following Phases:

- 1. FY 2024-2025: Two (2) Wells – One (1) JEA & One (1) Rangeline
- 2. FY 2025-2026: Two (2) Wells – One (1) JEA & One (1) Rangeline
- 3. FY 2026-2027: Two (2) Wells – One (1) JEA & One (1) Rangeline, Raw Watermain
- 4. FY 2027-2028: Two (2) Wells – Two (2) Rangeline
- 5. FY 2028-2029: One (1) Well – One (1) Rangeline (Negotiable)



Phase I

1. Design

The firm shall, based on the City's design criteria package, design the proposed well location, site plan, and hazard setbacks. A preliminary well profile developed in the hydrogeological design task above will be included. The firm shall design the proposed raw water main in accordance with all federal, state, and local requirements. A preliminary construction schedule and cost opinion will be developed. The results of the preliminary design will be summarized in a brief technical memorandum (TM) with figures. A kick-off meeting with a site visit and meeting to review the preliminary design will be held and meeting minutes will be prepared. The firm shall prepare a draft TM with figures and a final TM addressing the City's comments on the draft TM.

2. Floridan Well

The firm will design, apply for permits for the well, clear and grub the site, and construct a temporary access road.

A. Surveying Services

Firm will contract with a surveyor to perform survey work and prepare a base drawing for the proposed well sites, which will include the following:

1. The horizontal control shall be based on the NAD 83 (with 2011 adjustment), Florida East State Plane Coordinate System, and the vertical control shall be based on the North American Vertical Datum of 1988 (NAVD 88). Two horizontal and vertical control points shall be established.
2. A topographic survey will be completed in an area approximately 250 feet by 250 feet around the location of the proposed well. This area will be adjacent to the roadway right-of-way. The survey will depict spot elevations on a 50-foot grid and will also include all grade breaks and major changes in elevation.
3. Any above-grade improvements located in the 250-foot by 250-foot area will be captured. Trees and vegetation will not be included in the survey as the entire area is proposed to be cleared and grubbed.
4. The area from the edge of the right-of-way to the centerline of the proposed road will have elevations taken on a 25-foot grid. All above-grade improvements including pavement, marked utilities, mailboxes, overhead utilities, and trees will be included on the survey.
5. Firm will coordinate with the City to mark the approximate locations of existing below-grade utilities for inclusion on the site survey. Once the existing utilities are located, survey will be notified to commence work immediately.

*Land and easement acquisition shall be the responsibility of the City.

B. Hydrogeological Design Services

Firm shall provide hydrogeological design services. Each Floridan aquifer well will be a 24-inch diameter well with an estimated capacity of 1,840 gallons per minute (gpm). Well construction diagrams and details and technical specifications will be prepared. The design will include details for the construction, testing, and development of the project.

C. Engineering Design Services

The design will include temporary laydown and storage areas, temporary construction fencing, a temporary access road connecting to a driveway stub-out, temporary wellhead,

and other ancillary items. The hydrogeological plans and specifications prepared will be incorporated with the engineering plans and specifications. A formation water disposal plan for the reverse air drilling and development water discharge will be identified and outlined in the documents.

Firm shall develop technical specifications and necessary drawings and details depicting the proposed work. The City's standard front-end documents will be utilized as the base contract documents and modified as required. Firm shall prepare and submit design documents at the 90-percent design stage for City review, and final drawings incorporating City comments. Firm will respond to City comments and make appropriate changes. Firm will meet with City to review City comments. Firm shall prepare a cost estimate as part of the 90-percent and final progress design submittal.

D. Permitting

The construction of the wells will need to be preceded by modification of the City's current water use permit (WUP) to include the new wells. The firm will provide permitting for modification of the current WUP, which will include a meeting with the City and a pre-application meeting with the South Florida Water Management District (SFWMD). The permit modification will likely include groundwater flow modeling of the new well with redistribution of annual withdrawal amounts from the other wells in the JEA wellfield. The model used in the permitting of the JEA wellfield will be modified to include the proposed wells. The overall permitted allocation for the City will not change.

Include any ancillary permits as required, including Building and Public Works (ROW, driveway, etc.).

All permit application fees will be paid by the City.

3. Wellhead and Building

The firm is responsible for the design and permitting of the pump, wellhead, raw water main, CBS building that will house the wellhead, electrical and control equipment, and standby generator. Site features will include a perimeter fence, propane storage tanks, concrete drive, and site grading and restoration.

A. Geotechnical Services

Firm will perform subsurface exploration and geotechnical engineering services, including performing one (1) Standard Penetration Test (SPT) boring meeting the requirements of ASTM D1586 to a depth of about 15 feet and two (2) hand auger borings meeting the requirements of ASTM D1452 to depths of 5 to 7 feet below the existing ground surface. The firm will perform engineering analysis of all data obtained and develop site preparation procedures, foundation support, and design recommendations for the well building.

It is anticipated that the geotechnical exploration and evaluation will occur after the site has been cleared and grubbed and before the drill rig and equipment are erected.

B. Engineering Design Services

The design will include a CBS well building that will house the pump, wellhead, electrical, including bringing power to site, and instrumentation equipment, and standby generator (see Exhibit "A" for example, final design to be determined). Site features will include a perimeter fence, propane storage tanks, concrete drive, and site grading and restoration.

The well building will be a single story masonry building with premanufactured roof trusses and asphalt shingle roofing. It will include a man door, louvers, roof access hatch above the pump and motor, and a roof exhaust fan. Firm will perform the structural portions of the project. Mechanical equipment housed inside the well building will include a vertical turbine pump, stainless steel above-grade piping, valves, fittings, blow-off valve, and appurtenances.

The electrical and instrumentation design shall include a standby generator, building electrical equipment, interior and exterior lighting, automatic transfer switch (ATS), well control panel, remote telemetry unit (RTU), flow and pressure instrumentation, ground-water level transducer, and other ancillary equipment. The wells will communicate with the City's existing SCADA system via fiber optic cable. Firm shall perform the required electrical and instrumentation portions of the project. Firm shall prepare a written control strategy for programming implementation during the construction portion of this project.

Civil/site design elements will include site grading, concrete driveway, perimeter fence, and a buried raw water main that will connect to a new raw water main. The design will include hydraulic calculations to size the pump based on pressure information provided by the City.

Firm shall develop technical specifications and necessary drawings and details depicting the proposed work. The City's standard front-end documents will be utilized as the base contract documents and modified as required. Design drawings will be provided for this project, including the following:

- Building Lighting and Receptacle Plan
- Building Lightning Protection and Grounding Plans
- Installation Plan
- One Line and Riser Diagrams
- Control Panel Schematic Electrical
- Details Sheet 1 Instrumentation
- Legend Floridan Well
- P & ID
- RTU Panel Details
- Network Diagrams

4. Instrumentation Details

A. Permitting Services

Firm shall prepare an application for a permit to construct the Floridan Aquifer well and wellhead for submittal to the St. Lucie County Health Department (SLCHD). The application shall include the 90-percent design drawings and a design report that summarizes other information required in support of the permit application. The application process shall include a site visit meeting with the SLCHD and responses to RAIs. Permit application fees shall be paid by the City.

This does not include any services related to obtaining any approvals required for stormwater management system, or site plans that may be required. Firm may assist with obtaining these permits or approvals, if required, under a separate agreement.

Firm shall prepare an application for a permit to construct the raw water main for submittal to the Florida Department of Environmental Protection (FDEP) and any other permits as may be identified and required.

Phase II

1. Hydrogeological Services During Construction

A. Well Construction Administration

During the well construction and testing of the new well, Firm will attend progress meetings as required for the successful completion of the project. Firm will track the progress of the Contractor and submit a written report to the City at the thirty percent, sixty percent, and ninety percent stages of the construction as identified by the Contractor's original approved schedule. Firm will prepare record drawings depicting the work on a "as constructed" based on marked-up prints, drawings and other data.

B. Well Construction and Development Observation

Firm will provide quality control observations during the well construction period. Firm will provide a staff hydrogeologist to observe portions of the following processes:

- Pilot Hole Drilling
- Completion of Borehole
- Grouting of Casings
- Welding of Casings
- Casing Installations

Firm will provide development observation to measure sand content and turbidity through the development process. The Contractor will be required to provide well development at the specified rates and development methods. If development is not proceeding as expected, alternate methods can be pursued prior to the allotted development time being expended. The new production well should produce water with turbidity less than 1 NTU and sand content less than 1 ppm before it can be placed into service.

C. Well Testing Analysis

Firm will be present during construction and performance testing to evaluate the new production well and will analyze the data collected. The testing will include step-drawdown testing, geophysical and video logging, plumbness and alignment testing, and water quality sampling and analysis. Analysis of the step-drawdown testing will provide specific capacities and well efficiencies at various pump rates. The geophysical and video logging will help define changes within the well relative to permeability, lithology, and borehole conditions. Analysis of plumbness and alignment test results will ensure that the well was constructed plumb and aligned that will allow for proper pump installation and operation. Water quality sampling and field analysis will help define the changes in water quality with depth to help determine the best open hole interval for use.

D. Well Construction Summary Report

Firm will prepare a well construction summary report that will summarize the well construction process including drilling, casing installation, grouting, development, and testing. The results and analyses of each of the performed tests will be included. This summary report will be a vital resource to evaluate the well's performance over time to determine changes over time.

E. Engineering Services During Construction

Firm will assist City with administration of the construction Contract by providing the following services:

1. Firm shall conduct pre-construction meeting, monthly progress meetings, and prepare a meeting agenda and prepare and distribute minutes after each meeting.
2. Firm shall review and process shop drawings and other submittals.
3. Firm shall provide general construction and contract administration and correspondence.
4. Firm shall review Contractor's pay requests.
5. Firm shall provide technical interpretations of drawings, technical specifications, Contract Documents, and respond to requests for information (RFIs) as required.
6. Firm shall prepare work change directives and change orders if required.

7. Firm shall provide periodic site visits during critical stages of the construction process.
8. Firm shall provide grant assistance, if necessary.
9. Firm shall prepare record drawings based on information provided by the Contractor.

All the work in Task A and B shall be performed concurrently.

F. Site Construction

Site construction includes the pump, wellhead, connection to the raw water main, CBS building that will house the wellhead, electrical and control equipment, and standby generator. Site features will include a perimeter fence, propane storage tanks, concrete drive, and site grading and restoration.

2. Obligation of City

To assist in meeting the schedule and budget estimates contained in the applicable Task Order, the City will provide the following:

1. Prompt review and comment on deliverables.
2. Attendance of key personnel at meetings.
3. All permit fees.
4. Underground utility location assistance, where necessary.

3. Deliverables

The following deliverables will be provided to the City:

1. Preliminary, 60-percent, 90-percent, and final plans and technical specifications. Paper copies and digital copies in PDF, Microsoft Word and AutoCAD will be submitted.
2. Permit Applications.
3. Copies of all shop drawings, submittals, pay requests, meeting minutes, RFI's correspondence, certificate of substantial completion, and O&M manuals, etc. submitted.
4. Record drawings based on information provided.

4. Time of Performance

Contract period shall be 120 months.

Time periods to perform the professional services are estimated as follows:

* Schedule Assumes a 2-Week Review Timeframe for All Deliverables from City

** To Be Coordinated with Site Clearing Activities

1.4. Overview of the E-RFP Process

The objective of the E-RFP is to select a qualified Proposer to provide the services outlined in this E-RFP to the City. This E-RFP process will be conducted to gather and evaluate responses from Contractors for potential award. All qualified Proposers are invited to participate by submitting responses, as further defined below. After evaluating all Proposers' responses received prior to the closing date of this E-RFP and following negotiations (if any) and resolution of any contract exceptions, the preliminary results of the E-RFP process will be publicly announced, to include the names of all participating Proposers and the evaluation results. Subject to the protest process, final Contract award(s) will be publicly announced thereafter.

NOTE TO PROPOSERS: The general instructions and provisions of this document have been drafted with the expectation that the City may desire to make one award or multiple awards. For example, this document contains phrases such as "contract(s)" and "award(s)." Please refer to Section 1.1 – "Purpose of

Procurement,” and Section 4.9 – “Selection and Award,” for information concerning the number of Contract awards expected.

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 E-RFP will be publicly posted prior to the closing date of this E-RFP. After the close of the E-RFP, the City reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, award and the Contract term on an as needed basis with or without notice.

Description	Date	Time
Release of E-RFP	November 26, 2024	N/A
Bidders’/Offerors’ Conference Location: Office of Management & Budget Procurement Management Division 121 SW Port St. Lucie Blvd., Suite 390 Port St. Lucie, FL 34984 Attendance is: Strongly Recommended	December 11, 2024	9:00 a.m. ET
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.6.	December 23, 2024	12:00 p.m. ET
Collective responses to Written Questions by City Issued Addendum	December 30, 2024	5:00 p.m. ET
Proposals Due/Close Date and Time	January 7, 2025	2:00 p.m. ET

The City reserves the right to proceed to award without further discussions after receipt of the initial proposals, in which case, evaluation committee reviews, negotiations, and proposal revisions may not be required.

1.6. Official Issuing Officer (Procuring Agent)

Name: Nathaniel Rubel, Assoc. DBIA
Procurement Assistant Director
nrubel@cityofpsl.com

1.7. Definition of Terms

Please review the following terms:

Consultants’ Competitive Negotiation Act (“CCNA”) –Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services. See section 287.055, Florida Statutes.

Design-Builder – companies desiring to do business with the City (Also called “Engineer,” “Bidder,” “Proposer,” “Consultant,” “Firm,” or “Offeror.”)

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

Contract – agreement entered into between City and the awarded Proposer.

Immaterial Deviation- does not give the Proposer a substantial advantage over other Proposers.

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

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

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

Sourcing Platform- OpenGov.

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

1.8. Contract Term

The initial term of the contract(s) is for one-hundred twenty (120) months, with no option to renew. Unless this E-RFP states otherwise, the resulting award of the Contract does not guarantee volume or a commitment of funds.

2. Instructions to Bidders/Proposers

This section contains general business requirements. By submitting a response, the Proposer is certifying its agreement to comply with all the identified requirements of this section.

By submitting a response to the E-RFP, the Proposer is acknowledging that the Proposer:

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 Proposers 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 Proposer will in no way relieve it from Contract responsibility.

2.1.2. Submitting Questions

All questions concerning this E-RFP must be submitted in writing on OpenGov. No questions other than written on OpenGov will be accepted. No response other than written will be binding upon the City. All Proposers must submit questions by the deadline identified in the Schedule of Events for submitting questions. Proposers 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 E-RFP must be submitted in the following format:

Company Name

Question #1 Question, Citation of relevant section of the E-RFP.

Question #2 Question, Citation of relevant section of the E-RFP.

2.1.3. Attending Bidders/Offerors' Conference

The Bidders/Offerors' Conference or any other information session (if indicated in the schedule of events) will be held at the offices referred to in Section 1.5 – “Schedule of Events,” of this E-RFP. Unless indicated otherwise, attendance is not mandatory, although Proposers are strongly encouraged to attend. However, in the event the conference has been identified as mandatory, then a representative of the Proposer must attend the conference in its entirety to be considered eligible for contract award. The Proposer 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 Proposers are strongly encouraged to arrive early to allow for unexpected travel contingencies.

2.1.4. The City's Right to Request Additional Information – Proposer's Responsibility

Prior to Contract award, the City must be assured that the selected Proposer has all the resources to successfully perform under the Contract. This includes, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the on-going needs of the City, financial resources sufficient to complete performance under the Contract, and experience in similar endeavors. If, during the evaluation process, the City is unable to assure itself of the Proposer's ability to perform, if awarded, the City has the option of requesting from the Proposer any information deemed necessary to determine the Proposer's responsibility. If such information is required, the Proposer will be notified and will be permitted approximately ten (10) business days to submit the information requested.

2.1.5. 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 E-RFP will not be considered. Proposers' responses must be complete in all respects, as required in each section of this E-RFP.

2.1.6. 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 Proposer'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 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 E-RFP. A Proposer's response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a Material Deviation from the E-RFP 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 section [287.133, Florida Statutes](#), for further information regarding business transactions with companies that have been convicted of public entity crimes.

2.1.7. The City's Right to Amend and/or Cancel the E-RFP

The City reserves the right to amend this E-RFP. All revisions must be made in writing prior to the E-RFP closing date and time. If a responding entity discovers any ambiguity, conflict, discrepancy, omission or other error in the E-RFP, they shall immediately notify the City of such error in writing and request modification or clarification of the document. Any modification made to this E-RFP will be issued as an addendum. Written notice will be posted to OpenGov 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 E-RFP known to them, or an error or ambiguity that reasonably should have been known to them, they shall not be entitled to additional time by reason of the error/ambiguity or its late resolution. By submitting a response, the Proposer shall be deemed to have accepted all terms and agreed to all requirements of the E-RFP (including any revisions/additions made in writing prior to the close of the E-RFP, whether or not such revision occurred prior to the time the Proposer submitted its response) unless expressly stated otherwise in the Proposer's response. THEREFORE, EACH PROPOSER IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED E-RFP AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE PROPOSER'S RESPONSE PRIOR TO THE CLOSE OF THE E-RFP. All Notice(s) of Intent to Award (NOIAs) will be posted as referenced in Section 4.10 – "Public Award Announcement," of this document. Proposers 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 E-RFP at any time.

2.1.8. Assigning of the Contract & Use of Subcontractors

Except as may be expressly agreed to in writing by the City, Proposer 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.

The successful Proposer shall provide a listing of all subcontractors, and the work provided by the suppliers in the area provided on the Bid Reply Sheet. The successful Proposer(s) shall provide a listing of all subcontractors, suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment), other than those identified in the Bid Reply, to the City within ten (10) days after the bid opening. Such lists shall be accompanied by an experience statement for each such subcontractor, supplier, person or organization if requested by City. The City, after due investigation, has reasonable objection to any proposed subcontractor, supplier, other person or organization, may, before the Notice of Award is given, request apparent successful Proposer to submit an acceptable substitute without an increase in Bid price.

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

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

2.1.9. Proposal of Additional Services

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

2.1.10. Protest Process

Proposers should familiarize themselves with the procedures set forth in [City Code of Ordinances, Section 35.15](#). By submitting a response to this E-RFP, the Proposer certifies that he is on notice of section 35.15, understands the procedures set forth therein, and acknowledges he is bound by the protest process therein.

2.1.11. Costs for Preparing Responses

Each Proposer'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 Proposer. The City will not provide reimbursement for such costs.

2.1.12. 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 E-RFP, including anything considered by the Proposer to be confidential or a trade secret, will become a public document pursuant to chapter 119, Florida Statutes. Any claim of confidentiality is waived upon submission, effective after the City's opening of the proposals, pursuant to section [119.07, Florida Statutes](#). Therefore, the Proposer is hereby cautioned to NOT submit any documents that the Proposer does not want to be made public. The City is allowed to assess a reasonable charge to defray the cost of reproducing documents. A City employee must be present during the time of onsite inspection of documents. PLEASE NOTE: When information (financial or other information) submitted by a Proposer is marked as "confidential," "proprietary," etc., the City will make a determination regarding what information may or may not be withheld from disclosure pursuant to Florida law. Proposers should review chapter 119, Florida Statutes, for all updates before requesting exceptions from chapter 119, Florida Statutes.

2.2. Submittal Instructions

Submittal Instructions to OpenGov

Listed below are key action items related to this E-RFP. The Schedule of Events in Section 1.5 identifies the dates and time for these key action items. This portion of the E-RFP provides high-level instructions regarding the process for reviewing the E-RFP, preparing a response to the E-RFP and submitting a response to the E-RFP. Proposers are required to access, print and utilize the submittal instructions identified in Section 2.2.1 of this E-RFP to ensure the Proposer successfully submits a response to this E-RFP.

2.2.1. E-RFP Released

The E-RFP consists of the following: this document, entitled "PSL E-RFP Document," and any and all information included in the E-RFP, as posted to OpenGov, including any and all documents provided by the City as attachments to the E-RFP or links contained within the E-RFP 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).

2.2.2. Submitting, Reviewing, Revising or Withdrawing a Submitted Response

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

1. PROPOSAL SUBMISSION. Upload in one file, the proposal response formatted as instructed in Section 2.2.3 of this document. All proposals shall be submitted by completing and returning all required documents. All submittals are required to be electronic and be contained **in one (1) file TOTAL. No hard copies will be accepted.**
 - A. Upload the proposal including all required information, completed forms, and supporting documentation in the appropriate tabs onto OpenGov 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 Proposer temporarily losing a connection to the Internet.
 - B. Enter zero for the cost on OpenGov (if requested) and select the Submit button at the bottom of the page to send the documents.**
2. REVIEW AND REVISE. In the event the Proposer desires to revise a previously submitted response, the Proposer may revise the response. If the revisions cannot be completed in a single work session, the Proposer should save its progress. Once revisions are complete, the Proposer 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 Proposer temporarily losing a connection to the Internet.

3. WITHDRAW. A Proposer may withdraw the proposal by removing all documents from OpenGov prior to the deadline. In the event a Proposer desires to withdraw its response after the closing date and time, the Proposer must submit a request in writing to the Issuing Officer.

2.2.3. 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 must be in a font no smaller than 11. Submittal should be concise, provide only the information requested, and adhere to the page limits set forth herein

Proposals must include the following information in this order:

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 a listing of all major topics, their associated tab number, and starting page.

Tab 1 – Design Team Qualifications & Personnel Experience

- A. Include a brief history of the Proposer (years in business, annual volume of work over past five (5) years, company ownership, officers, etc.). **2 Pages Maximum**
- B. Provide a resume for each key individual needed to carry out the proposal and describe their proposed role/responsibilities. Identify whether these key individuals gained experience within the design firm or outside the company, and with whom. Include years in industry. List only those directly related to this project. **1 Page Per Resume Maximum.**
- C. Provide copies of all licenses, certifications, and other documentation required in order to enable the Team to perform the work proposed. **Condense to Multiple Certs/Lic. Per Page.**
- D. Identify all subconsultants who will be used to carry out the work set forth in the Proposal. Describe the qualifications for employees of any such subconsultants. List only those directly related to this project. If N/A, elaborate.

Tab 2 – Construction Team Qualifications & Personnel Experience

- A. Include a brief history of the Proposer (years in business, annual volume of work over the past 5 (five) years, company ownership, officers, etc.) **2 Pages Maximum.**
- B. Provide a resume for each key individual needed to carry out the proposal and describe their proposed role/responsibilities. Identify whether these key individuals gained experience within the construction firm or outside the company, and with whom. Include years worked. List only those directly related to this project. **1 Page Per Resume Maximum.**
- C. Provide copies of all licenses, certifications, and other documentation required in order to enable the Team to perform the work proposed. **Condense to Multiple Certs/Lic. Per Page.**

- D. Identify all subcontractors who will be used to carry out the work set forth in the Proposal. Describe the qualifications for employees of any such subcontractors. List only those directly related to this project. If N/A, elaborate.

Tab 3 – Design-Build Experience

Include, at minimum, five (5) Floridan Aquifer well projects that have been completed in the past ten (10) years. At least one (1) must have used Design/Build as the delivery method. Note any projects in which the proposed Design/Build Team has worked together. **2 Pages Each Project Maximum.**

All projects should include:

- A. Start/End Dates
- B. Project Description – Identify relevant similarities/scope to this project.
- C. Was project completed on time and on budget? If not, why? Include change order details.
- D. Photo(s).
- E. Team Members – Identify those who will be assigned to this project.
- F. Subconsultants/Subcontractors – List key subconsultants and subcontractors used and note if they will be used on this project. Put N/A if not applicable and elaborate.
- G. Reference(s) – Include name, telephone number, and email address.

Tab 4 – Methodology / Approach

Provide information specific to this project that best displays the approach and methodology that will be used to complete the scope of work, including:

- A. Planning – What due diligence will be required for a successful design?
- B. Schedules – Include a reasonable estimate of project design and construction timelines. Can be a Gantt chart.
- C. Coordination with the City – Will other departments need to be involved, will public outreach be necessary, etc.?
- D. Project Challenges – Does the project present any design and/or constructability challenges that may need to be addressed?
- E. Project Tracking – How does the Team monitor progress and milestones?
- F. Document Control – How does the Team manage the flow of information, documents approvals, etc.?
- G. Include an organizational chart and/or workflow chart to identify each key role specific to this project.

Tab 5 – State of FL Certified Minority Business Enterprise

Provide official minority owned business enterprise certification documentation provided by the Florida Department of Management Services Office of Supplier Diversity. This applies to the Prime Contracting Entity only.

Tab 6 – Additional Required Proposal Submittal Forms

Additional forms required to be completed with the submitted proposal can be found in **Attachment A**. Please attach additional sheets if necessary to provide all of the required information.

- Contractor's General Information Work Sheet
- Cone of Silence Form
- Contractor's Code of Ethics
- E-Verify Form
- Non-Collusion Affidavit
- Drug-Free Workplace Form

- Vendor Certification Regarding Scrutinized Companies Form
- Truth-in-Negotiation Form
- Trench Safety Act Form
- Affidavit of Nongovernmental Entity Anti-Human Trafficking Laws

3. General Insurance and Bonding Requirements

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

3.1. Standard Insurance Requirements

The Proposer 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 the Contract, insurance coverage and limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by the Proposer are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Proposer 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 the 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 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, and/or 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 the Contract.

1. Workers' Compensation Insurance & Employer's Liability: The Proposer shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, and \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis. Should scope of work performed by the Proposer qualify its employee(s) for benefits under Federal Workers' Compensation Statute (for example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.
2. Commercial General Liability Insurance: The Proposer shall agree to maintain Commercial General Liability insurance, issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person
3. Additional Insured: An Additional Insured endorsement must be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent

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

Except as to Workers' Compensation and Employers' Liability and Professional Liability Insurance, Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents, and employees as Additional Insured for Commercial General Liability and Business Auto Liability 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 shall be listed as additional insured and shall include Contract #20240141 – Design-Build Services for Eight (8) Wells and the Raw Water Main on Discovery Way."** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) days 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 the Contract to exceed the above limits, the Proposer 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 endorsement shall be attached to the Certificate of Insurance.

4. Business Automobile Liability Insurance: The Proposer shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event the Proposer does not own any automobiles, the Business Auto Liability requirement shall be amended allowing Proposer to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage shall apply on a primary and non-contributory basis.
5. Professional Liability Insurance: Proposer shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$2,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, the City reserves the right, but is not obligated, to review and request a copy of Proposer's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, Proposer warrants that the retroactive date equals or precedes the effective date of the 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 the Contract, Proposer shall agree to purchase a SERP with a minimum reporting period not less than four (4) years. If the policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.
6. Pollution Insurance: Proposer shall procure and agree to maintain in full force during the term of this Agreement, Proposers 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. Proposers 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: Proposer 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). Proposer'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, Proposer, Subcontractors, Architect/Engineer and Consultants for their interest in covered property. The City's policy will not provide coverage related to this project.

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

8. Waiver of Subrogation: By entering into the Contract, the Proposer agrees 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 Proposer 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.
9. Deductibles: All deductible amounts shall be paid for and be the responsibility of the Proposer for any and all claims under the Contract. Where an SIR or deductible exceeds \$5,000, the City reserves the right, but is not obligated, to review and request a copy of the Proposer's most recent annual report or audited financial statement.

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

The Proposer 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 is not obligated, 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 the Contract. All insurance carriers must have an AM Best rating of at least A:VII or better.

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

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

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

3.2. Payment & Performance Bonds

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

1. The Proposer shall furnish an acceptable recorded Performance and Payment Bond complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of one hundred percent (100%) of the Contract price. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force and effect a minimum of one (1) year after the work has been completed and final acceptance of the work is issued by the City.
2. Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the Proposer shall furnish same to the satisfaction of the City within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended as herein provided.

4. Proposal Evaluation, Negotiations and Award

All timely proposals will be evaluated in accordance with the following steps. Based on the results of the initial evaluation, the City may or may not elect to negotiate technical factors as further described in the E-RFP. Once the evaluation process has been completed (and any presentations or negotiations the City desires to conduct have occurred), the apparent successful Proposer(s) will be required to enter into discussions with the City to resolve any exceptions to the City's Contract. The City will announce the results of the E-RFP as described further in Section 4.10 – "Public Award Announcement," of this E-RFP.

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, including, but not limited to:

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

4.2. Evaluating Proposal Factors

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

4.2.1. Review of Proposals

The Evaluation Committee will review each proposal in detail to determine its compliance with the E-RFP 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 E-RFP. At the conclusion of the initial Evaluation Committee meeting, the Committee may create a “short-list” of Respondents and require shortlisted Respondents to submit additional documentation which may include, but is not limited to: approach to the project, knowledge of the project scope, qualifications of the team members assigned to the project, and ability to furnish the required services within schedule and budget and/or to participate in public oral presentations.

4.3. Evaluation Criteria

The proposal will be scored in the following manner:

Criteria No.	Category	Points
1	Design Team Qualifications & Personnel Experience	Total Possible Points in Category: 135
1A	History of the Proposer	25
1B	Resumes of key individuals	50
1C	Licenses, Certifications and other Documentation	25
1D	Key Subconsultants	35
2	Construction Team Qualifications & Personnel Experience	Total Possible Points in Category: 135
2A	History of the Proposer	25
2B	Resumes of key individuals	50
2C	Licenses, Certifications and other Documentation	25
2D	Key Subcontractors	35
3	Relevant Design-Build Experience	Total Possible Points in Category: 260
3A	Start / End Dates	25
3B	Project Description	70
3C	Completion on time and on budget	50
3D	Photo(s)	25
3E	Team Members	30
3F	Subconsultants / Subcontractors	30
3G	Reference(s)	30
4	Methodology / Approach	Total Possible Points in Category: 420
4A	Planning	100
4B	Schedules	90
4C	Coordination with the City	50
4D	Project Challenges	60
4E	Project Tracking	40
4F	Document Control	40
4G	Organizational Chart	40
5	State of FL Certified Minority Business Enterprise – Prime Contracting Entity	Total Possible Points in Category: 50
Total		Maximum 1000 points

4.4. Negotiations of Proposal and/or Cost Factors

The objective of negotiations is to obtain the Proposer's best terms. PLEASE NOTE: NEGOTIATIONS ARE DISCRETIONARY; THEREFORE, THE CITY URGES THE PROPOSER (1) TO SUBMIT ITS BEST RESPONSE, AND (2) NOT TO ASSUME THE PROPOSER WILL BE GRANTED AN OPPORTUNITY TO NEGOTIATE. DO NOT INCLUDE ANY COST INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.

4.5. Overview of Negotiations

After the Evaluation Team has scored the Proposers' proposals, the City may elect to enter into negotiations with all Responsive and Responsible Proposers or only those Proposers identified by the Evaluation Team as being in the competitive range. The competitive range will not be selected arbitrarily, and those Proposers included in the competitive range must have highly scored proposals. The City shall negotiate a Contract with the highest scored firm(s) to a compensation, which is fair, competitive and reasonable. Should negotiations with the highest scored firm fail, the City shall terminate negotiations with the highest scored firm and shall begin with the next highest ranked firm. This process will continue by negotiating with the next highest ranked firm until an agreement is reached, there are no qualified firms remaining, or the E-RFP has been cancelled.

4.6. Negotiation Instructions

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

1. **Negotiation Invitation:** Those Proposers identified by the Evaluation Committee to negotiate will be notified and invited to attend negotiations. Proposers will be notified in writing:
 - a. the general purpose and scope of the negotiations;
 - b. the anticipated schedule for the negotiations; and
 - c. the procedures to be followed for negotiations.
2. **Confirmation of Attendance:** Proposers who have been invited to participate in negotiations must confirm attendance.

4.7. Negotiation Round Completion

As part of each negotiation, the City may or may not engage in verbal discussions with the Proposers. However, whether or not the City engages in verbal discussions, any revisions the Proposer elects to make to its response must be submitted in writing via email by the end date and time identified by the Issuing Officer.

4.7. Competitive Range

If the City elects to negotiate pursuant to Section 4.4, the City may either (1) elect to negotiate with all Responsive and Responsible Proposers, (2) limit negotiations to those Proposers identified within the competitive range, or (3) limit negotiations to the number of Proposers with whom the City may reasonably negotiate as defined below. In the event the City elects to limit negotiations to those Proposers identified within the competitive range, the City will identify the competitive range by (1) ranking Proposers' proposals from highest to lowest, and (2) then looking for breaks in the scores such that natural groupings of similar scores may be identified. In the event the City determines the number of Responsive and Responsible Proposers is so great that the City cannot reasonably conduct negotiations with all Proposers (which determination shall be solely at the City's discretion and shall be conclusive), the City may elect to limit negotiations to the top three (3) ranked Proposers as determined by the Total Score.

4.9. Selection and Award

The Responsive and Responsible Proposer receiving the highest Total Combined Score and with whom the City is able to reach agreement as to Contract terms will be selected for award.

4.10. Public Award Announcement

The preliminary results of the evaluation will be announced through the public posting of a Notice of Intent to Award ("NOIA") on the Electronic Bidding System. The NOIA is not notice of an actual contract award; instead, the NOIA is notice of the City's expected Contract award(s) pending resolution of the protest process period, pursuant to [City Code of Ordinances, Section 35.15](#), and final approval by the City Council at a publicly noticed meeting. The NOIA (if any) will identify the apparent successful Proposer(s) and unsuccessful Proposer(s). **NO PROPOSER SHOULD ASSUME PERSONAL NOTICE OF THE NOIA WILL BE PROVIDED BY THE CITY. INSTEAD, ALL PROPOSERS SHOULD FREQUENTLY CHECK THE ELECTRONIC BIDDING SYSTEM FOR NOTICE OF THE NOIA.**

5. Payment

To ensure proper payment, the awarded Proposer must comply with the following:

1. The City shall have not less than the allowable time under the Florida Prompt Payment Act, Section 218.70 et seq., Florida Statutes (as amended) 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 circumstances, will interest of any kind be required as payment to the Awarded Proposer.
5. All charges, e.g., set up costs, must be included in the cost proposal. No charges will be allowed unless specified in the E-RFP and agreed upon by the City.
6. Any discrepancies noted by the City must be corrected by the Awarded Proposer within forty-eight (48) hours.
7. The payment amount due on invoices shall not be altered by the City personnel. Once disputed items are resolved, the Awarded Proposer 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 the Project Manager assigned by the City.

6. Contract Terms and Conditions

The Contract that the City expects to award as a result of this E-RFP will be based upon the E-RFP, the successful Proposer's final response as accepted by the City, all applicable contract terms and conditions, which can be downloaded from **OpenGov (Attachment B – DBIA Contract Document #545 - Progressive Design-Build Agreement for Water and Wastewater Projects, and all included attachments.)**. "The successful Proposer's final response as accepted the City," shall mean: the final cost and technical proposals submitted by the awarded Proposer(s) and any subsequent revisions to the awarded Proposer's cost and technical proposals and the Contract terms and conditions due to negotiations, written clarifications or changes made in accordance with the provisions of the E-RFP, and any other terms deemed necessary by the City, except that no objection or amendment by the Proposer to the E-RFP requirements or the Contract terms and conditions shall be incorporated by reference into the Contract unless the City has explicitly accepted the Proposer's objection or amendment in writing.

Please review all City attached documents and attached links prior to submitting a response to this E-RFP. Proposers should plan on all expressed requirements within this E-RFP, and City attached documents and links contained in this posted solicitation, as being included in any award as a result of this E-RFP. Therefore, all costs associated with complying with these requirements should be included in any pricing quoted by the Proposers. The City may supplement or revise Contract terms and conditions and/or service specific requirements before Contract execution.

The City intends to use the Design-Build Institute of America standard contracts, as attached to this E-RFP, as the basis for the Contract. In accordance with the DBIA license, all changes the City has made to the standard terms are indicated in track changes. There are certain instances where the standard form permits the parties to choose from different options on how to contract. Where options are shown as marked already in track changes, those are

the options the City intends to include in the Contract. Where the options are left unmarked, the City and awarded Proposer shall decide during negotiations.

Exception to Contract

By submitting a proposal, each Proposer acknowledges its acceptance of the E-RFP specifications and the Contract terms and conditions without change. If a Proposer takes exception to a Contract Provision or Solicitation Requirement, the Proposer must state the reason for the exception and state the specific Contract language it proposes to include in place of the provision. Any exceptions to the Contract must be uploaded and submitted as an attachment in Tab 6 of the Proposer's response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the E-RFP.

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

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 Proposer. Exceptions that materially change the terms or the requirements of the E-RFP may be deemed non-Responsive by the City, in its sole discretion, and rejected. Contract exceptions which grant the Proposer 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 Proposer is strongly encouraged to inquire via written question submitted to the Issuing Officer prior to the deadline for submitting written questions as defined by the Schedule of Events.

Order of Preference

In the case of any inconsistency or conflict among the specific provisions of the executed Contract (including any amendments accepted by both the City and the Proposer attached hereto), the RFP (including any subsequent addenda and written responses to Proposers' questions), and the Proposer'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 E-RFP.
- (iii) Third, by giving preference to the specific provisions of the Proposer's Response, except that objections or amendments by a Proposer that have not been explicitly accepted by the City in writing shall not be included in the Contract and shall be given no weight or consideration.

7. List of E-RFP Attachments

The following documents make up this E-RFP. Any difficulty locating or accessing the following documents should be immediately reported to the Issuing Officer.

- PSL E-RFP (this document)
- Exhibit "A" – Sketches & Legal Descriptions
- Attachment A – Required Forms
 - Contractor's General Information Work Sheet
 - Cone of Silence Form
 - Contractor's Code of Ethics Form
 - E-Verify Form
 - Non-Collusion Affidavit
 - Drug-Free Workplace Form
 - Vendor Certification Regarding Scrutinized Companies Form

- Truth-in-Negotiation Form
 - Trench Safety Act Form
 - Affidavit of Nongovernmental Entity Anti-Human Trafficking Laws
- Attachment B - DBIA Contract Document #545 - Progressive Design-Build Agreement for Water and Wastewater Projects, and all included attachments.

**Any documents indicated in this E-RFP must be returned in the system as a part of the response by the Proposer. Failure to supply the completed document(s) may deem the Proposer as non-Responsive.