



"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 One

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 One Proposals from interested, qualified firms to provide Design-Build services to design and construct the Public Works Facility.

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 Project Scope

A. Executive Summary

The City of Port St Lucie is requesting professional architectural, engineering and construction services for the design-build for the redevelopment of the existing Public Works facility. The site is located at 450 SW Thornhill Drive, Port St. Lucie, St. Lucie County, Florida. The site is currently the Port St. Lucie Public Works facility and contains multiple buildings/structures including two office buildings, two storage buildings, vehicle maintenance building, a vehicle wash building, fueling area, covered storage area, paved parking area, and landscaped green space on approximately 8.95 acres. This proposed project is for Phase 1 of a 3-phase project and consists of a new two-story, 29,782 gross square footage Public Works Administration building accompanied with associated parking lot, utilities, stormwater infrastructure, landscaping and demolition of the existing administration building.

The Phase 1 building program consists of the design and construction of a new 2-story administration building. The first floor will include private offices along the northern exterior wall with an open cubicle area in center of space. Along with Public Works and other staff, the first floor will support Emergency management Services and include a Training Room. The second floor will include private offices along the northern exterior wall, but also additional internal private offices and open space for cubicles. This floor will also include a Break Room, Traffic Control and Data Center. Further description of programming requirements can be found in the Appendix.

The new facility will be located within the northwest part of the site on the west side of the existing Administration building. The existing site entrance from Thornhill Drive will remain in place. The existing facility will be utilized by the Public Works Department throughout construction; therefore, accommodations must be made to always keep this facility operational.

Civil – Stormwater: The existing Port St. Lucie Public Works Compound was built prior to ERP Permitting on a 9-acre parcel. The site currently discharges to PSL Kingsway and Elkcam Canals leading to the North Fork of the St. Lucie River. The City wishes to redevelop the entire site in three phases while keeping the compound operational. New dry retention areas and a lake are proposed to be built in phases to handle water quality, nutrient removal and stormwater runoff attenuation. The Design Build Contractor will only focus on Phase 1 of the Stormwater improvements.

Civil - Finished Floor Elevation (FFE) criteria set forth by City of Port St. Lucie specifies that the minimum FFE of proposed buildings be above 24 inches of the center of the abutting intersection of Thornhill Drive and Bayshore Boulevard. We estimated the intersection to be at an elevation of 19.20' NAVD, yielding a minimum FFE requirement of 21.20' NAVD.

South Florida Water Management District FFE criteria requires the FFE be above the 100-year / 3-day zero discharge stage. Stage storage calculations were performed based on this criterion yielding a minimum FFE requirement of 20.44' NAVD.

Based on the design criteria set forth by local and state agencies it has been determined that the minimum FFE should set at 21.20' NAVD for all proposed buildings within the site.

Civil – Utilities - City of Port St. Lucie Utilities is the utility authority that provides water and sewer services to the site. City of Port St. Lucie Utility ATLAS indicates that water is provided to the site by a 12" water main located across Thornhill Drive. The existing on-site connection point has served the site's water usage demands in the past with no issues, therefore upsizing the line is not anticipated at this time. The utilities ATLAS indicates that the site's sanitary conveyance system includes a lift station (City of Port St. Lucie NP-016). The lift station feeds into the city's 12" force main that abuts the site on Thornhill Drive. There is a regional lift station located on the east side of the site that abuts Bayshore Blvd that services adjacent residential units but not our site.

Irrigation water is provided from a well located on site. Any new stormwater facilities will have to be located 75' from the well.

Civil – FPL - Florida Power and Light Company currently has major transmission lines running through the existing drainage right-of-way located within the site. The drainage right-of-way does not show on the title commitment and appears to have been abandoned. Florida Power and Light and City of Port St. Lucie are currently engaged in easement agreements for non-exclusive access and utility purposes; however, the easement tracts are not located in the location of overhanging transmission lines.

1. Project Status

- a. The project has been developed through the Site Plan Approval Process and has received approval. See attached drawings in the Appendix.
- b. The project has been developed through the Civil permitting process and is projected to receive a Conceptual Permit from SFWMD.
- c. The Design-Build Team shall complete the permitting process through all agencies and receive all permits required for the project.
- d. The project program has been developed with the City. See the Appendix for drawings.
- e. Geotechnical, and Asbestos Report have been completed and are contained within the Appendix.
- f. A complete topographic and utility survey of the property has been completed and are contained within the Appendix.

2. Project Requirements

- a. The Design-Build Firm shall provide all service necessary for a complete facility, fully functional and ready for the City to occupy. All services shall be provided but not limited to:
 - 1) Architecture and Engineering Design Services
 - 2) Technical Specifications
 - 3) Permitting by all agencies
 - 4) Additional surveying, including an as-built survey when completed.
 - 5) Additional geotechnical investigations.
 - 6) Additional utility locating.
 - 7) Utility Agency coordination.
 - 8) Utility adjustments, connections, and new services required.
 - 9) All material and soils testing.
 - 10) Commissioning of all systems by a third-party commissioning agent.
 - 11) Complete CAD and PDF sets of As-Built Documents.

- b. The Design-Build firms shall be responsible for the complete design.
 - 1) Signed and Sealed Construction Documents and receipt of a building permit through all agencies.
 - 2) Construction documents shall be fully detailed and present all aspects of the building, finishes, systems, structure, etc.
 - 3) Complete specifications package for the materials and systems being proposed within the facility.
 - 4) All shop drawings shall be reviewed by the licensed design professional, prior to ordering.

- c. The Design-Build Firm shall be responsible for the complete construction of the project.
 - 1) Furnish all labor, equipment, and materials.
 - 2) Full coordination of all materials and trades on the project, throughout all aspects of the project.
 - 3) Provide quality control throughout the project.

B. Design Criteria Requirements

1. Introduction

- a. The following section provides the performance requirements for the project and shall be included in the design and construction.
- b. This information shall be used by the Design-Build Firm as a guide for the project. However, it is the responsibility of the Architects and Engineers of Record to be responsible for the final design and performance of the project.
- c. The Design Criteria Package includes preliminary architectural and engineering documents developed by the Owner. Regardless of the requirements and information provided in the Design Criteria Package document, the Design-Build firm shall assume full responsibility for the Project's design (including the final construction documents) and permitting, the constructed facilities and achieving Project acceptance with the terms and conditions of the Design-Build Contract.

2. Codes and Standards

- a. The project shall be designed to meet all applicable codes and standards required by all local, state, and federal agencies.
- b. All codes applicable shall be the latest addition at the time of permit submission.
- c. The building shall be designed to meet the requirements of an "Essential" Facility.
- d. The integration of innovative "green" features and sustainable techniques and technologies shall be used whenever possible.
- e. The building shall be designed in accordance and meet the requirements of Florida Statutes 255.2575 for energy-efficient and sustainable buildings.

3. Project Management Process

- a. The Design-Build Firm shall identify the key personnel for the project in their proposal. The key personnel shall remain on the project from the beginning of design through final completion. These key personnel shall include Project Principal (contractor), Project Architect of Record, Project Manager and Project Superintendent. These key personnel shall be engaged in all meetings.
- b. Prepare meeting minutes of all meetings and submit to the City within forty-eight (48) hours of the meeting. Meeting minutes shall maintain a list of unresolved issues and who is the responsible party for follow up.
- c. Refer the general conditions contained in the appendix.

4. Design Process

- a. The attached proposed plans have been developed to aid in the overall design of the project and process through the site plan approval process. It is the Design-Build Firms responsibility to develop the design from this point forward. Any revisions and resubmittals shall be the responsibility of the Design-Build Firm.
- b. The Design-Build Firm shall revise and update the plans as required to comply with all permit agencies and receive all permits required for the project.
- c. The Design-Build firm shall provide detailed and thoroughly coordinated civil, landscape, irrigation, architectural, structural, mechanical, electrical, plumbing, fire alarm and fire sprinkler, security, data/communication, and interior design construction working drawings.
- d. Construction specification shall be provided based on the standard Construction Specifications Institute format and sections.
- e. During the design process the following submittals shall be made to the City for review.
 - 1) All submittals shall be complete with drawings, specifications, calculations, samples, etc. Submittals shall be complete to allow the full review of all aspects of the project. All submittals shall be as follows based on the level of completeness:
 - i. Four (4) complete sets of plans and specifications printed at 24" x 36" for drawings and 8.5" x 11 for specifications.
 - ii. A PDF set of the submittal on a USB Drive.
 - iii. Product samples of proposed finishes.
 - iv. Updated project schedule.
 - v. All disciplines shall be presented including civil engineering.
 - vi. An onsite meeting to review each submittal with the city.
 - 2) 100% Design Development Submittal. This shall include all the interior design aspects of the project. All engineering disciplines and systems shall be presented.
 - 3) 30% Construction Documents
 - 4) 60% Construction Documents
 - 5) 90% Construction Documents
 - 6) 100% Signed and Sealed Permit Documents
 - 7) Construction Issue Set of documents inclusive of all permit comment resolutions.
- f. The Design-Build firm shall set weekly meetings with the city to review the design process. Every other meeting shall be in person at the existing on-site Public Works Administration Building.
- g. A final set of As-Built documents shall be completed and submitted to the city within sixty (60) days of final completion of the project. Both CAD and a PDF file shall be submitted on a USB drive. Provide one hard copy. This shall include but not limited to:
 - 1) Signed and sealed as built topographic survey. Survey shall be incorporated into the overall campus survey.

- 2) Signed and sealed drawings and specifications
- 3) Any updated reports and testing.

5. Specification Outline

- a. General Requirements – See Appendix
- b. Existing Conditions
 - 1) See Appendix for Geotechnical, Asbestos and Topography & Utility Surveys.
 - 2) After construction of new Administration building, the existing building shall be completely removed, including all foundations. Utilities shall be terminated and removed. Coordinate with all utility agencies.
 - 3) Tree removal, relocations as shown on the landscape plans.
- c. Concrete
 - 1) Tilt wall construction is acceptable
- d. Masonry
 - 1) All areas with exposed masonry will require care in the masonry installation. Uneven and poor workmanship will not be acceptable. Skim smooth coat of stucco is an acceptable alternative.
- e. Metals
 - 1) 05 12 00 Structural Steel Framing
 - 2) 05 50 00 Metal Fabrications
 - 3) All walls shall be framed with a minimum of 20-gauge steel studs at 1'4" on center.
 - 4) Steel pan stairs or concrete stairs are acceptable. Concrete treads are required. All railings shall be steel railings shop primed and painted with a minimum two coats.
- f. Wood and Plastic
 - 1) All cabinetries shall be solid plywood construction, partial board in not permitted. Drawers shall be solid hardware with dovetail construction and full extension self-closing ball bearing drawer slides. Doors shall have wrap around hinges, European hinges are not acceptable. Exterior surface to have a mica finish. Interior shelves shall be fully adjustable. All adhesives shall be low VOC.
 - 2) Counter tops and full height backsplashes shall be Quartz or similar materials. Provide grommets holes as required for wire penetrations.
- g. Thermal and Moisture Control
 - 1) All surfaces in contact with soil shall be waterproofed.
 - 2) The building shall be fully insulated to exceed minimum Energy Code Requirements.
 - 3) All flat roofs shall be SBS Modified Bitumen roofing system over ridged insulation. All roofs shall provide positive drainage to roof drains and overflow scuppers. Downspouts shall be routed directly to underground storm drainage. Exterior building downspouts are not acceptable for the drainage of flat roofs. Roofing system shall provide a 20 year, no dollar limit, edge to edge manufacturer's weathertightness warranty. Roof walkway pads shall be provided from the roof access points to and around all roof top equipment. All parapet walls shall include aluminum cap flashing with Kynar finish for a 20-year finish warranty. Uplift fastening shall be as required for an essential facility.
 - 4) Pitched roofs shall be aluminum standing seam metal with a 20-year, no dollar limit, edge to edge manufacturer's weathertightness and finish warranty. Finish shall be a custom color with Kynar finish. All sheet metal trim, flashing and copings shall be the same finish as the metal roofing. Uplift fastening shall be as required for an essential facility.
 - 5) All roof levels are to be accessed through the stair towers.
 - 6) EFIS Building systems are not permitted.

- h. Openings
 - 1) All aluminum windows and storefront systems are to have an anodized Class 1 finish and to have Level E impact resistance. Glass shall be Low E glazing and meet all requirements to comply with the energy code requirements.
 - 2) All solid exterior doors shall be seamless with fully welded frames. Frames shall be full grouted. Exterior doors shall have a Level E impact resistant rating.
 - 3) Interior metal doors shall be seamless with fully welded frames. Doors shall be factory primed.
 - 4) Interior wood doors shall be solid core doors with fully welded frames. Doors shall have a premium Grade A veneer, stained, and have a factory clear polyurethane finish.
- i. Finishes
 - 1) Refer to drawings and room finish sheets for additional information.
 - 2) In high use areas, high impact drywall shall be used. 5/8" gypsum wall board shall be used throughout for walls. Ceiling soffits shall be 1/2" thick gypsum board.
 - 3) Cement board shall be used behind all tile finishes.
 - 4) All tile shall be color through porcelain tile. All tile work shall be installed in accordance with the Tile Council of America installation methods and in accordance with the manufacturer's recommendations.
 - 5) Acoustical tile ceilings shall be 24" x 24" tegular edged tile with all aluminum 15/16" grid. Tile shall have a Class A flame spread classification, be resistant to high humidity and have a minimum NRC of 0.55. Room acoustics shall be reviewed by the design consultant.
 - 6) All carpet shall be 24" x 24" carpet tiles. Carpet and adhesives shall meet all green requirements for indoor air quality. Carpet shall meet building code requirements for flame spread and fore requirements.
 - 7) Provide transition strips at all floor finish changes.
 - 8) Contractor to test all floor substrates for moisture prior to installing any floor finishes. All test results must meet the manufactures requirements. Provide copies and verification to the city prior to installation.
 - 9) Resilient Base
 - 10) Luxury Vinyl Flooring and Accessories
 - 11) High-Performance Resinous Flooring (Sherwin Williams)
 - 12) Acoustical Ceiling Hung Baffles (Commercial Acoustics)
 - 13) Interior and Exterior High-Performance Paints and Coatings
- j. Specialties
 - 1) Toilet Compartments shall be solid plastic with aluminum industrial hardware.
 - 2) Toilet Accessories shall be stainless steel as manufactured by Bobrick. Recesses fixtures shall be used where possible. Paper towel dispensers shall be provided. All mirrors shall be clear-glass.
 - 3) Fire Extinguishers and Cabinets shall be required as required by the Building codes. Cabinets shall be recessed where possible.
 - 4) Signage shall be provided for all rooms/spaces and shall be ADA compliant. Plastic raised letter signage is permit inside the building. Color shall match the interior color scheme. Aluminum signage shall be provided on the exterior. Exterior signage shall be as shown on the proposed elevations.
- k. Equipment (purposely left blank)
- l. Furnishings (will be provided by the Owner)
- m. Special Construction
- n. Conveying Equipment
 - 1) Provide an ADA compliant elevator. Interior finishes shall be compatible with the overall interior design package. Ceiling shall be stainless steel with recessed down lights. Interior wall shall be decorative stainless steel finished panels. The interior floor shall match the

lobby floor as close as possible. Elevator pit shall be thoroughly waterproofed. A sump pit and pump shall be provided.

o. Fire Suppression

- 1) The build shall include an automatic fire sprinkler system throughout in accordance with NFPA. Design Build Firm shall conduct a fire flow test to determine if a fire pump is required.
- 2) Exposed exterior fire service piping is not permitted.
- 3) All heads in acoustical tile ceilings shall be concealed and center in the ceiling tiles. In exposed areas all heads shall include a wire guard.
- 4) All piping shall be labeled and clearly marked.
- 5) Piping in all exposed areas shall be painted red.
- 6) Pre-action Sprinkler Systems

p. Plumbing

- 1) Identification for all plumbing piping shall be provided throughout the facility and clearly labeled.
- 2) Electric hot water heaters shall be provided. Insta-hot systems are not to be used. All hot water systems shall be recirculating. Hot water pipes shall be insulated.
- 3) Domestic Water Piping shall be copper.
- 4) Sanitary Waste and Vent Piping
- 5) Sanitary Waste Piping Specialties
- 6) Sanitary Drains
- 7) Facilities Storm Drainage Piping
- 8) Storm Drainage Piping Specialties
- 9) Restrooms - All water closets, urinals and lavatories shall be hardwired chrome touchless controls. Commercial Water Closets. Fixtures shall be white vitreous china. Lavatories shall be under counter mounted. Free standing HC lavatories shall be wall mounted with concealed floor anchored arm carrier. Restroom shall include floor drains with trap primers. All flush valves shall be Zurn.
- 10) Breakroom sink shall be deep undercounter stainless double bowl sink. Faucet shall be chrome finished high neck.
- 11) Water Coolers shall be provided with bottle fill station. Finish shall be stainless steel. Provide an impervious backsplash behind all water coolers to prevent damage to the drywall finish.
- 12) Exterior hose bibs shall provide throughout the perimeter of the building and shall be of the concealed wall hydrant type.

q. Heating, Ventilation, & Air Conditioning

- 1) HVAC Systems shall be in accordance with the building code, energy code and green building standards. Only highly efficient and high-quality systems shall be used. All systems shall include corrosive resistant coatings.
- 2) All AC equipment shall be floor mounted and accessible from the floor or roof level. Filters shall be easily accessible. No ceiling mount AC equipment is permitted.
- 3) The HVAC System shall be zoned and controllable for occupant comfort. Some spaces do require separate systems to control vapors and odors, see room description sheets.
- 4) Heating systems shall be provided and integrated in the HVAC system for all spaces.
- 5) All rooftop mounted equipment shall be designed for the wind loads of an essential facility. Construction drawings shall include detailed drawings of the mount of all equipment from the connection at the roof deck, through the curbs and the units to the curb. All fasteners shall be shown.
- 6) Exposed piping on the exterior elevations of the building shall not be permitted.
- 7) Coordinate the location of all ground mounted equipment with the approved site plan and the planning and zoning department. All ground equipment shall be concealed from view.
- 8) All exposed ductwork shall be galvanized round/spiral duct and laid out to be aesthetically pleasing to the overall interior design of the space. Hangers shall match the finish of the ductwork.

- 9) All outside air and exhaust ductwork shall be aluminum or stainless steel.
- 10) All ductwork shall comply with SMACNA Standards.
- 11) All exterior louvers for all ventilation systems shall be carefully laid out on the building elevations and reviewed by the city. Louvers shall have a Kynar finish and match the building color.
- 12) All filters shall be high MERV filters as required by the Green rating system.
- 13) Vibration isolation systems shall be used to minimize sound transmission to all occupied spaces.
- 14) All HVAC piping and equipment shall be thorough identified.
- 15) Testing, adjusting, and balancing for HVAC shall be completed by an independent testing company, reviewed, and approved by the Architect and Engineer of Record and submitted to the owner.

r. Electrical

- 1) The Design Build Form shall be responsible for all coordination with FPL to identify, show and coordinate the electrical service to the new building.
- 2) The new electrical system shall be designed to support all items shown as well as the complete build out of the future second floor. The distribution system shall be design and provided to bring the second-floor service to the second floor for easy access in the future build out. The new service shall be design for 125% of the total load to allow for future growth and equipment.
- 3) During the design phase, review with the City for locations of convenience outlets and additional items that may be required. GFI exterior receptacles around the perimeter of the building shall be provided. Roof top receptacles shall be provided for the serviceability and maintenance of equipment.
- 4) Additional receptacles and junction boxes shall be furnished as required for the support of all equipment and furniture.
- 5) All electrical systems shall be fully grounded and bonded.
- 6) All electrical systems shall be installed in ridged conduit.
- 7) All electrical systems shall be thoroughly identified. All panels shall be labeled, and circuit schedule included inside the panel cover. All receptacles and devices shall be individually identified and labeled.
- 8) The electrical room shall be designed with a transfer switch for 100% building power generator system and installation. Contractor shall coordinate the location of the generator per plan and with the city and provide conduits (and two spares) from the electrical room to the generator location for generator hook up.
- 9) A complete lightning protection system shall be provided.
- 10) All interior and exterior lighting shall be LED. Lighting shall be installed to allow dimming. Exterior lighting shall be controlled by photocell and/or timeclock.
- 11) Egress lighting shall be supplied as required by the building code and with battery packs to provide code required egress light for the time frame required. Emergency lighting circuits shall be on the same circuit as the room they serve.
- 12) Surge protection shall be provided for the building electrical system.
- 13) Building shall be protected by a lightning protection system.
- 14) Building shall include a complete Fire Alarm System in accordance with the building code and fire protection code. The fire alarm system shall be designed and installed by a licensed fire alarm systems company and shall have the local Fire Marshal approval.

s. Communication Systems

- 1) Design Build Firm shall coordinate with the Utility Company to provide fiber optic service.
- 2) Grounding and Bonding for Communications System
- 3) Pathways for Communications Systems
- 4) Hangers and Supports for Communications Systems
- 5) Cable Trays for Communications Systems

- 6) Underground Pathways and Structures for Communication Systems
 - 7) Sleeves and Sleeves Seals for Communication Pathways and Cabling
 - 8) Identification for Communications Systems
 - 9) Commissioning of Communications
 - 10) Communications Equipment Room Fittings
 - 11) Communication Racks, Frames and Enclosures
 - 12) Communications Optical Fiber Backbone Cabling
 - 13) Communications Coaxial Backbone Cabling
 - 14) Communications Copper Horizontal Cabling
 - 15) Communications Coaxial Horizontal Cabling
- t. Electronic Safety and Security
- 1) Common Work Results for Electronic Security Systems
 - 2) Conductors and Cables for Electronic Security
 - 3) Security Network Communications Equipment
 - 4) Access Control
 - 5) Security IP Network Compatible Intercom Systems
 - 6) Video Surveillance
 - 7) Intrusion Detection
- u. Earthwork
- 1) Earthwork
 - 2) Clearing and Grubbing
 - 3) Grading
 - 4) Trenching and Backfilling
- v. Exterior Improvements
- 1) Flexible Paving
 - 2) Concrete Paving
 - 3) Sidewalks
 - 4) Post and Rail Anti-Ram Barrier (Cable Barrier)
 - 5) Steel Roll Gate System
 - 6) Ornamental Cantilever Gate System
 - 7) Heavy Industrial Steel Ornamental Fence System
 - 8) High Speed Slide Gate Operator
 - 9) Irrigation
 - 10) Soil preparation
 - 11) Sodding
 - 12) Trees, Plants and Ground Cover
- w. Utilities
- 1) Water Utility Transmission and Distribution
 - 2) Fire Hydrants
 - 3) Sanitary Sewerage
 - 4) Stormwater Utilities
 - 5) Stormwater Gravity Piping
 - 6) Gratings and Frames for Stormwater Drainage Inlets

1.3. **Qualifications of Proposers**

Proposals will be considered from qualified firms whose experience includes successful work in the industry.

- The Proposer must be a design builder, which is defined as a partnership, corporation or other legal entity that is either certified to engage in contracting or certified to practice engineering or architecture and landscape architecture.
- The following is a list of the types of design-build firms:
 - Engineer / Architect led team
 - General Contractor led team

- Joint Venture: Engineer/ General Contractor
- Integrated Firms
- The firm must possess demonstrated experience in design build and implementation of a variety of public construction projects.
- The firm must have sufficient qualified staff to complete applicable work in the time required and in accordance with State statutes and standards.

1.4. Overview of the eRFP Process

The objective of Step One of this solicitation process is to identify firms with the best applicable experience and capabilities for this project. Firms exhibiting the best qualifications will be short-listed to participate in Step Two of this process. Firms short-listed to participate in Step Two of this process will submit priced proposals. This eRFP process will be conducted to gather and evaluate responses from contractors for potential award. All qualified contractors are invited to participate by submitting responses, as further defined below. After evaluating all responses received prior to the closing date of this eRFP and following negotiations (if any) and resolution of any contract exceptions, the preliminary results of the eRFP process will be publicly announced, on DemandStar, to include the names of the participating contractor and the evaluation results. Subject to the protest process, final contract award will be publicly announced thereafter.

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
Release of eRFP	March 15, 2023	N/A
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.6.	April 7, 2023	5:00 p.m. ET
Responses to Written Questions	April 12, 2023	5:00 p.m. ET
Proposals Due/Close Date and Time	April 19, 2023	3:00 p.m. ET

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.

1.8. Contract/Contract Term

A sample contract will be provided in Step Two of this process. The term of the contract for the project will be determined in Step Two of this process.

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 1.6 “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. **All Attendees are required to RSVP to ensure social distancing.**

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 as referenced in Section 6.7 of this document. **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 5 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 in one file**, the proposal response (Bid Reply) formatted as instructed in Section 2.2.5 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 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.**
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

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. 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:

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 – Firm Background

Provide a brief but complete history of your firm

Section 2 – Proof of Insurance

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

Section 3 – Resumes of Key Personnel

Provide resumes of key personnel who will actually be assigned to the project and describing their role.

Note: the City of Port St. Lucie expects those listed to be those who will actually perform the work. No substitutions will be permitted except in the most dire conditions.

Section 4 – Relevant Experience

Provide a list of at least two (2) similar projects performed during the last five years including the following information:

- a. Name of the entity for which the work was performed.
- b. Brief description of the scope of the project. Provide details, if any, of accommodations made to keep existing facilities operational during construction.
- c. Name of contact person with the entity and current telephone number who can knowledgeably discuss your firm's role and performance in the project.

Provide examples of energy-efficient and sustainable buildings that your firm has completed. Provide certifications if received.

Section 5 – Current Projects

Provide a list of current projects

Section 6 – Financial Statements/Information

Provide financial statements for your company's most recent year of operation including balance sheet and income statement on the most current year showing the following items:

- Current Assets (e.g., cash, joint venture accounts, accounts receivables, notes receivable, accrued income, deposits, materials, real estate, stocks, and bonds, equipment, furniture and fixtures, inventory, and prepaid expenses).
- Net Fixed Assets
- Other Assets
- Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, real estate encumbrances, and accrued payroll taxes).
- Other Liabilities (e.g., capital, capital stock, authorized outstanding shares par values, earned surplus, and retained earnings).

*State the name of the firm preparing the financial statement and date thereof.

*Is this financial statement for the identical organization as the firm submitting the proposal? If not, explain the financial relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsubsidiary).

Provide banking references.

Section 7 – Additional Information

Please include a timeline of major event activities along with a realistic project completion estimate. Please identify and provide your firm's approach to handling the unique challenges specific to the project.

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.

Section 8 – Additional Required Proposal Submittal Forms

- Attachment A – Contractor's General Information Worksheet (Mandatory Document)
- Attachment B – Contractor's Code of Ethics (Mandatory Document)
- Attachment C – Cone of Silence (Mandatory Document)
- Attachment D – Non-Collusion Affidavit (Mandatory Document)
- Attachment E – Drug Free Workplace Form (Mandatory Document)
- Attachment F – Vendor Certification Regarding Scrutinized Companies (Mandatory Document)
- Attachment G – E-Verify Form (Mandatory Document)

3. General Insurance, Bonding, and Permit 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 #20220096–Design-Build of Police Training 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.

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.

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.

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 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 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 will assemble an Evaluation Committee comprised of City staff. This Committee shall evaluate the proposals and will be responsible for short listing the most qualified firms from the submitted Proposals from

this Step 1 solicitation. Each firm should submit documents that provide evidence of capability to provide the services required for the committee’s review for short-listing purposes. The short-listed firms will receive 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 “Scoring Criteria” of this eRFP.

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

Note: This Design-Build, Step One proposal, is a non-priced technical qualifications-based process. Pricing will only be a factor after shortlisting of firms and the negotiation phase.

4.3 Evaluation Criteria

The Committee shall evaluate proposals based on the following criteria:

Category	Criteria	Points
Project Team	Background, education, and experience of the firm’s staff members who will be assigned to the project; Ability of the contractor to provide all of the expertise necessary to successfully complete the work.	Maximum 30 points
Firm Availability	Availability of the proposed staff members; current size of and projected workload of the design-build team; ability to provide onsite time for meetings, training, and cooperative review of work products.	Maximum 20 points
Firm Approach	Knowledge of and approach to the proposed work; ability to suggest and apply new technologies or approaches that may either: reduce the cost and time frame or improve the quality of the work products. Integration of innovative “green” features and sustainable techniques and technologies. Identification and approach to handling unique challenges specific to the project.	Maximum 30 points
Team Work History	It is desired for the Design-Build team or partnership should have worked together on at least two (2) other similar projects and evidence of such for higher evaluation consideration by the Committee. Examples of energy-efficient and sustainable buildings completed.	Maximum 20 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 short-listing and final ranking of Proposers by establishing a general framework for those deliberations.

Note: Your firm's submittal to this RFP should also include a timeline of major event activities along with a realistic project completion estimate.

Short listed firms may be invited to make a presentation to the Committee prior to a recommendation being presented to the City Commission. 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.

4.4 Shortlist Selection/Competitive Range

The Evaluation Committee's selection of the shortlisted the firms to participate in Step Two of the solicitation process pursuant to this Section may either (1) elect to shortlist all responsive and responsible contractors, (2) limit the shortlist to those contractors identified within the competitive range, or (3) limit the shortlist to the number of contractors with whom the City may reasonably select as defined below. In the event the City elects to limit the shortlist to those contractors identified within the competitive range, the City will identify the competitive range by (1) ranking contractors' 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 contractors is so great that the City cannot reasonably shortlist all responsive proposers (which determination shall be solely at the City's discretion and shall be conclusive), the City may elect to limit the shortlist to the top three (3) ranked contractors as determined by the Total Score.

5. 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. Appendix – 75% Design Criteria Package
3. Attachment A – Contractor's General Information Worksheet (Mandatory Document)
4. Attachment B – Contractor's Code of Ethics (Mandatory Document)
5. Attachment C – Cone of Silence (Mandatory Document)
6. Attachment D – Non-Collusion Affidavit (Mandatory Document)
7. Attachment E – Drug Free Workplace Form (Mandatory Document)
8. Attachment F – Vendor Certification Regarding Scrutinized Companies (Mandatory Document)
9. Attachment G – E-Verify Form (Mandatory Document)

****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.**