SUBJECT: **DESIGN-BUILD SERVICES FOR PARCEL REMEDIATION FOR 5TH AND CLEVELAND SITE-PART 7**

BID # **CDB-0245-17** OPEN DATE: **10/18/2017**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
CONSTRUCTION – DESIGN/BUILD- TECHNICAL AND PRICING PROPOSAL

AGENCY: **DEPARTMENT OF PUBLIC WORKS**

BASIS OF AWARD: **EVALUATION CRITERIA**

NUMBER OF BIDS INVITED: 7 NUMBER RECEIVED: 4 OTHER: 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

The City received four (4) proposals for evaluation and found all to be responsive, interested, qualified and available to provide the services required by the RFP. Based on the above the following firms listed alphabetically were determined to be the most qualified. The ranking of first, second and third designates the order of qualification of these firms to perform the required services:

1) Environmental Restoration- 91.00
2) Entact- 99.00
3) Tetra Tech, Inc. – 106.50

Pursuant to Section 2.6 – Award of Contract of the RFP, recommend approval to move forward to have pricing proposals opened.

Attachments: Recommendation Memo, Scoring Matrix, Bid Tabulation, Section 2.6

BUYER Marilyn Laidler
MARILYN LAIDLER

RESPECTFULLY SUBMITTED
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: **Will Williams, Chief, Solid Waste Division/ Jeff Foster, P.G., Solid Waste Environmental Engineer Manager**

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING_____ MEMBERS DISAPPROVING_____ DATE:_____

_____ _____ OTHER_____

_____ _____

_____ _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED_____ DISAPPROVED: _____

OTHER: _____

SIGNATURE OF AUTHENTICATION _____

City of Jacksonville, Florida

Lenny Curry, Mayor

Department of Public Works
Solid Waste Division
1031 Superior Street
Jacksonville, FL 32254
(904) 255-7500
www.coj.net

ONE CITY. ONE JACKSONVILLE.

TO: **Greg Pease, Chief, Procurement Division**

THRU: for: **John Pappas, P.E., Director, Department of Public Works**

FROM: **Jeffrey S. Foster, P.G., Solid Waste Environmental Engineer Manager**
Will Williams, Chief, Solid Waste Division

DATE: **January 5, 2017**

SUBJECT: **CDB-0245-17 Design Build Firm For Parcel Remediation for 5th and Cleveland Site Part 7 Technical Scoring Ranking Recommendation**

The subcommittee received four (4) proposals for evaluation for the subject project and found all to be responsive, interested, qualified and available to provide the services required by the RFP. The proposals were evaluated using the criteria outlined in the Purchasing Code as augmented by the RFP (see attached matrix).

Based on the above, the following firms listed alphabetically were determined to be the most qualified of those submitting proposals. The ranking of first, second, and third designates the order of qualification of these firms to perform the required services.

3. Environmental Restoration
2. Entact
1. Tetra Tech

We recommend that the above list be forwarded to the Mayor for final approval of the ranking of the firms so their pricing proposals can be opened at the next available bid opening date.

JSF/jf

CC: Lori West, DPW
Nickii Brookins, SWD
Dina Riddle, DPW
Ann Brackin, DPW

Attachments: CDB-0245-17 DSB Technical Scoring Sheet

ab

Bid: CDB-0245-17 DESIGN BUILD FIRM FOR PARCEL REMEDIATION FOR 5TH & CLEVELAND SITE- PART 7 (technical)

Contractor Names		Bonding, Insurance and Financial Capacity (10 pts)	Qualifications and Schedule (100 pts)	Compliance with Design Criteria (20 pts)	TOTAL POINTS	Average
Entact	Reviewer 1	6	83	17	106	**99.00**
	Reviewer 2	8	68	16	92	
					0	
Environmental Restoration	Reviewer 1	6	71	19	96	**91.00**
	Reviewer 2	8	66	12	86	
					0	
NorthStar	Reviewer 1	8	71	14	93	**90.50**
	Reviewer 2	8	67	13	88	
					0	
Tetra Tech, Inc.	Reviewer 1	8	88	17	113	**106.50**
	Reviewer 2	8	78	14	100	
	Reviewer 3				0	

BID TABULATION SHEET

TITLE:	DESIGN BUILD SERVICES FOR PARCEL REMEDIATION FOR 5TH AND CLEVELAND SITE-PART 7		TETRA TECH	ENVIRONMENTAL RESTORATION LLC.	ENTACT ENVIRONMENTAL SERVICES	NORTHSTAR CONTRACTING GROUP, INC.
BID NO.	CDB-0245-17 (PW)					
OPEN DATE:	OCTOBER 18, 2017 @ 2:00 PM					
BUYER:	MARILYN LAIDLER, PURCHASING ANALYST					
No. Invited: (7)	No. Received (4) No Bids: ( )					
ITEM	DESCRIPTION	QTY				
	MINIMUM REQUIREMENT MUST BE PRE-QUALIFIED UNDER BID CDB-0011-12		YES	YES	YES	YES
A	BONDING, INSURANCE AND FINANCIAL CAPACITY	10				
B	QUALIFICATIONS AND SCHEDULE	100				
C	COMPLIANCE WITH DESIGN CRITERIA PACKAGE	20				
	CONFLICT OF INTEREST:		YES	YES	YES	YES
	ADDENDUM(S) (1,2,3,4,5,6,7)		YES	YES	1 THRU 6 ONLY	YES

1) One (1) original signed version of its Response clearly marked as "ORIGINAL." The Response must be signed by an officer or employee having authority to legally bind Contractor.

2) Five (5) hard copies of the entire Response.

3) One (1) digital scanned copy (in .pdf format) of entire Response, on a separate CD-ROM or flash drive. Large files may be scanned as several separate .pdf files.

4) One (1) REDACTED scanned copy of the Response (if necessary pursuant to Section 2.12). This copy should be marked "Confidential - Trade Secret" or something comparable to alert the reader of Contractor's claim of a public records exemption.

All copies are to be placed in a sealed package. The outside must be marked with (i) the RFP title and number, and (ii) Contractor's name, address, contact person, and telephone number.

It is the sole responsibility of each Contractor to assure all copies are EXACT duplicates of the original Response. Photocopies or CD copies will be used for the purpose of evaluating the Responses. Any information contained in the original Response which has not been transferred to the CDs or photocopies will NOT be considered. The original document will be used solely for official record keeping and auditing purposes.

2.5 Evaluation of Responses.

A. City will determine the qualifications, interest and availability of Design-Build Firms by reviewing all Responses and may conduct formal interviews of selected Design-Build Firms that are determined to be the best qualified based upon evaluation of the Responses.

B. The determination of which Design-Build Firms are "best qualified" will be based upon the evaluation criteria set forth in this RFP on Attachment B, which criteria includes qualifications in accordance with Section 287.055, F.S., and Part 7 of Chapter 126, Ordinance Code.

C. Before making an award, **City** reserves the right to seek clarifications, revisions, and information it deems necessary for the proper evaluation of the Responses. Failure to provide any requested clarifications, revisions or information may result in rejection of the Responses.

D. **City** reserves the right to accept or reject any and all Responses, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if **City** determines that doing so will serve **City**'s best interests. **City** may reject any Response not submitted in the manner specified by the RFP.

2.6 Award of Design-Build Contract.

A. The process for contract award is set forth in Section 287.055, Florida Statutes, and Jacksonville Ordinance Code Chapter 126, Part 7. Generally, City will evaluate, select and rank, based on the highest to lowest evaluation score, three Design-Build Firms determined based on the evaluation to be the most qualified and advantageous to the **City**, and may conduct formal interviews with the each of the three-top ranked Firms. The relative importance (i.e., maximum scoring points) assigned to the Evaluation Criteria is set forth on Attachment B.

B. Once the City has ranked the Firms, the City will open the sealed Pricing Proposal of the three top ranked DB Firms. Based upon the Pricing Proposal only, the City will again rank the Firms with the lowest priced DB Firm ranked first, second lowest ranked second and so on. The price shall be established based upon the Base Bid plus Add Alternate #1. However, the City, at their sole discretion, may elect to consider Add Alternate #2 and / or Add Alternate #3. Once the price rankings are completed, the CSPEC will forward their

recommendation of rankings (first, second, and third ranked DB Firms) to the Mayor's Office for approval.

C. Once the City has obtained approval of the rankings, the City shall negotiate with the highest ranked Firm for services pursuant to Section 287.055(5), F.S., at compensation which the City determines is fair, competitive and reasonable for the Project. Should the City be unable to negotiate satisfactory compensation with the highest ranked Firm, the City will terminate negotiations with the highest ranked Firm. The City shall then undertake negotiations with the second highest ranked Firm for compensation which the City determines is fair, competitive and reasonable for the Project. Should the City be unable to negotiate satisfactory compensation with the second highest ranked Firm, the City will terminate negotiations with the second highest ranked Firm. The City shall then undertake negotiations with the third highest ranked Firm, and should the City be unable to negotiate satisfactory compensation with the third highest ranked Firm, the City may terminate this RFQ and reissue the RFQ in its sole discretion. Notwithstanding this 2.6(C), pursuant to Section 2.2 above, the City reserves the right to cancel or reissue this RFQ at any time in its sole discretion.

D. Once the City has negotiated satisfactory compensation for services with one of the three top-ranked Design-Build Firms, the CSPEC will forward a recommendation to the Mayor's Office for a Design-Build Contract award.

E. **City** may make an award within sixty (60) days after the date of the Responses are due, during which period the Responses shall remain firm and shall not be withdrawn. Any Response that expresses a shorter duration may, in **City**'s sole discretion, be accepted or rejected. If award is not made within sixty (60) days, the Response shall remain firm until either the Contract is awarded or **City** receives from Contractor written notice that the Response is withdrawn. [Note: Withdrawal of a Response may be requested within 72 hours (excluding State holidays, Saturdays and Sundays) after the date and time Responses are due. **City** will not accept an amended Response after the date and time Responses are due.]

F. Except as may otherwise be expressly set forth in the RFP, **City** intends to award one contract, but reserves the right to reject all Responses.

G. Based on the evaluation results, **City** shall electronically post a notice of intended award at **City**'s website. Please contact the Contact Person if you are uncertain of **City**'s website address or if you experience problems accessing it. Any person who is adversely affected by the decision shall file with **City** a notice of protest in accordance with the Protest provisions of the RFP. **City** does not intend to provide tabulations or notices of award by telephone.

H. Subsequent to the award of the Design-Build Contract, in the event the City is unsuccessful in negotiate a satisfactory compensation package for the Project with the Design-Build Firm, the City reserves the right to terminate the Contract and proceed with a separate solicitation for the identified project or any projects intended for this RFQ.

2.7 **Terms of Agreement.** After award to the successful Design-Build Firm in accordance with Section 2.6 above, **City** and Design-Build Firm will promptly enter into a written agreement (the "Contract") incorporating the terms of this RFP, the successful Response, and other terms and conditions as may be agreed to between the parties. To the extent the Response contains exceptions to or modifications of the RFP, such exceptions or modifications are stricken unless **City** affirmatively accepts the exceptions or modifications in the Contract. The Contract will be substantially in the form set forth in Form 5 of this RFP, subject to additional modifications required by the **City**'s Office of General Counsel to further the **City**'s purpose of this RFP. **City** will not be obligated to pay Design-Build Firm for the RFP services until the Contract is signed by both parties. **City** retains the right to reject all bids and/or amend its notice of award at any time prior to the full execution of the Contract.

If the successful Contractor fails to perform the Services as agreed, **City** reserves the right to (i) issue a new solicitation for the Services; (ii) reopen the RFP for the purpose of awarding a second contract to another Contractor in accordance with the criteria and processes set forth herein; and/or (iii) take such other actions permitted by law.