

5575 SW 67th Avenue Road Ocala, FL 34474 (352)414-5454

Request for Statement of Qualifications for

Professional Engineering Services for the Planning, Design, and Construction Administration Services for the Water Treatment Plant No. 4 Test Well Program

> Proposals Due by: November 24th, 2025 at 4:00 pm

Approved for Advertising:

Kenneth D. Colen Bay Laurel Center CDD Chairman

1.0 Purpose & Overview

The Bay Laurel Center Community Development District (herein after "the District") is pleased to invite the submittal of responses to this Request for Qualifications (RFQ) from qualified firm(s) interested in providing the services of a professional engineering consultant (Consultant) for planning, design, permitting, and construction administration services for development and implementation of Water Treatment Plant No. 4 Test Well Program.

2.0 Scope of Service

2.1 General Scope of Service: The District is seeking the services of a professional engineering consultant (Consultant) for planning, design, permitting, and construction administration services as described above. The District will consider the Engineering Firm(s) with significant, current experience in the development, design, and construction of municipal projects. This RFQ includes sufficient summary level information to assist proponents in preparing their RFQ Submission.

2.2 Background:

The District intends to construct a new water treatment plant (WTP) named Water Treatment Plant No.4. The intended raw water supply source is groundwater from the UFA or LFA. Prior to beginning design and construction of the new WTP, the District will construct a new UFA or LFA groundwater well to confirm acceptable water quality and production potential.

2.3 Consultant Services

The Consultant shall perform, at minimum, the following:

2.3.1 Test Well Program Development

- Coordinate with the SWFWMD to discuss the District's plans to develop a UFA and LFA potable water supply source at the proposed location and to confirm the SWFWMD test well permitting and sampling requirements.
- Performance of required groundwater modeling per the SWFWMD.
- Prepare a well construction and testing program narrative (Test Well Program) for review and acceptance by the SWFWMD to include:
 - o Preliminary design requirements for a UFA and LFA well;
 - o Water quality sampling program during well construction; and
 - Water quality and production testing program after construction;

2.3.2 Construction Plans & Specifications

- Prepare construction plans and specifications for a single LFA or UFA potable water supply well.
- Prepare provisions for a temporary discharge location during well performance testing and surficial aquifer piezometer wells.
- Coordinate with the SWFWMD to add the new well location to the existing District WUP as a "test well" and seek approval to proceed.

• Assemble construction plans and specifications to be included in the District's bid packages.

2.3.3. Construction Administration

- Coordination of the pre-construction meeting.
- Review of shop drawings, change order processing, plan interpretations, and project management.
- Coordination of construction progress meetings with the District and Contractor.
- Provide assistance with resolution of issues that arise during construction.
- Provide assistance with all aspects of State funding requirements.
- Professional geologist (PG) services for well construction observations. The PG observations are necessary to document the sub surface lithology, observe well testing during construction, and identify appropriate well termination depths. The PG will be on-site to direct the performance test, collect test data, and direct modifications to the test procedure as needed.
- Analyze the water quality and production test data collected during the performance testing and make recommendations for collection of additional test data if needed.
- Prepare a test well report meeting the requirements of the SWFWMD approved test well program.
- Prepare signed and sealed record drawings based on as-builts provided by the Contractor.
- The Consultant shall work cooperatively with the District and Contractor in performance of the above services.

2.4 Project Schedule

The following timetable provides an overview of the anticipated schedule for the project:

Timeline	
Component	Date
Engineering Consultant Selection	December 2025
Approval of Award for Consultant	December 2025
Approval of Consultant Contract	December 2025 – January 2026
Plans & Specifications Documents Complete	July 2026
Contractor Selection	September 2026
Completion of Construction	June 2027
Final Report Completed	September 2027

3.0 Instructions to Bidders

3.1 RFQ Submission Deadline

The District must receive RFQ Submissions no later than 4:00 PM on November 24th, 2025 at 5575 SW 67th Avenue Road Ocala, Florida 34474. RFQ Submissions must be mailed or delivered by hand. The District will not accept responses by fax or electronic mail. The District may extend the RFQ Submission deadline for such period of time as it deems appropriate.

3.2 RFQ Submission Requirements

RFQ Submissions must be in English and in compliance with the requirements set out in this RFQ. Each RFQ Submission submitted shall include:

- (a) Three (3) paper submissions; and
- (b) Electronic format on USB device in PDF format. (Excel Spreadsheets shall not be recorded in PDF format)

Each package must include the name and address of the RFQ Bidder.

RFQ Bidders should follow the format set out in **Section 3.3** to facilitate evaluation of RFQ Submissions. Such RFQ Submissions shall contain clear and concise written material and illustrations that enable a clear understanding and evaluation of the RFQ Bidders' capabilities indexed by subject and individually bound.

RFQ Submissions submitted in any other manner or form may be rejected. Only the information required for an RFQ Submission should be submitted in the packages. Supplementary information included in the package that is not specifically required pursuant to this RFQ may be disregarded. RFQ Bidders should therefore review the RFQ and ensure that the appropriate information is submitted.

3.3 Content and Format for RFQ Submission

(a) Cover Page

o To include identification of RFQ Bidder.

(b) Table of Contents

O Section 1 - General Information

- Firm name, addresses, and telephone numbers of all firm offices;
- Structure of firm, i.e., sole proprietorship, partnership, corporation, and size of firm;
- A Florida Department of State, Division of Corporations' Sunbiz report available at www.sunbiz.org;
- Year's firm has been in business;
- Name of principals in firm;
- Organizational description; and
- Description of firm's philosophy.

o Section 2 – Technical and Operational Capabilities

Provide an organizational chart identifying disciplines, specific personnel, and

- role of those who will be assigned to this project including sub-consultants.
- Firm's capacity (e.g. number of full-time licensed architects). Provide resumes and workload for people assigned to this project-refer to staff listed.
- Detail firm's quality control process with regard to design, document control, and construction administration. Provide a signed statement by an officer, or other employee of the firm that has legal authority to bind the firm, that the firm currently has sufficient health and safety policies, a code of conduct, equal opportunity employment policies, including policies for reasonable accommodations that comply with the Americans with Disabilities Act of 1990, mission statement (if any), and provide a list of all similar policies that the firm currently has in place. The firm will be required to provide full copies of such documents upon request and will be required to provide copies if it desires to accept any offer to perform the work contemplated in this RFQ.
- Provide proof that the firm holds all applicable state and federal licenses and is in good standing in relation to all such licenses.
- Proof of a current and active Florida corporate charter, or proof that the firm is authorized to do business in Florida in accordance with Chapter 607, Florida Statutes, if the firm is a corporation or otherwise required to hold such qualifications.

Section 3 – Firm History and Qualifications

- List the firms last five (5) years of similar projects including the following information:
 - o Project name and location;
 - o Year completed;
 - Short description of project;
 - Name, addresses, and phone numbers of owner and contact person tasked with daily responsibilities of project; and
 - O Names, addresses and telephone numbers of general contractor (if applicable) and engineer; and

Section 4 -Financial and Legal Status

- RFQ Bidders must provide the following:
 - O List any actions taken by any regulatory agency against or involving the firm or its agents or employees with respect to any work performed in the past five (5) years.
 - O List all litigation against or involving the firm or its agents or employees with respect to any work performed in the past five (5) years.
 - O Do you have any pending litigation or binding arbitration with a client?
 - List any work the respondent has failed to complete in accordance with any contract in the last five (5) years including details regarding the non-performance. Please provide evidence of the financial stability of the firm to perform the described work. Such financial records shall include copies of the firm's tax returns for the most recent three (3) tax years that have been completed and filed with the IRS, the firm's most recent balance sheet, the firm's most recent audited financial statements if any, and the firm's most recent income statement, as prepared by the firm's CPA or in-house accounting department, or the firm could alternatively provide a credit report and a letter from the firm's financial institution stating that the firm is in good standing. In the event that the firm selects to provide

a copy of its credit report and a letter of good standing from its financial institution, then the other records described above shall be required in the event that the firm is offered and accepts the work contemplated under this RFQ. In any event, the firm must provide its current asset to liability ratio and provide support for ratio upon request.

o Section 5 – Management and Organizational Approach

- Please describe your management and organization approach to the project. The following should be addressed within this description:
 - O Describe your firm's understanding of the project.
 - O Describe the strategies, methods and procedures the firm will employ to perform the services.
 - O Provide a summary of all procedures to be used to assist in the development of project scheduling, coordination of consultants, quality and cost control.
 - O Describe the Engineering team's approach to communication with the District.
 - O Describe what makes your firm uniquely qualified for this project.

○ Section 6 – Insurance

- Please provide your firm's current professional liability or errors and omissions insurance to include a minimum of the following:
 - General Liability:
 - \$1,000,000 Each Occurrence
 - \$2,000,000 General Aggregate Per Project
 - \$2,000,000 Products Completed / Completed Operations Aggregate
 - \$1,000,000 Personal Injury
 - o Professional Liability Coverage
 - **\$1,000,000** Each Claim
 - Workers' Compensation Insurance
 - \$500,000 Each Accident
 - \$500,000 Disease for Each Employee
 - \$500,000 Disease Aggregate
 - O The Insurance Company shall have a financial rating of A- or higher and must be VII or larger as determined by A.M. Best.

4.0 REVIEW AND EVALUATION OF SUBMISSIONS

4.1 RFQ Submission Review

RFQ Submissions will be reviewed to ensure that all of the information requested is included and that the RFQ Submission is complete. The completeness review will ensure that (i) the required information has been submitted and (ii) that such information is submitted in the format as set out in this RFQ. Failure to provide a substantially complete RFQ Submission may result in the RFQ Submission not being evaluated for content. A substantially complete RFQ Submission means an RFQ Submission that, in the Districts subjective discretion, represents a good faith effort to meet the requirements as set out in this RFQ.

4.2 Clarifications

During the evaluation of RFQ Submissions, the District may request that any RFQ Bidder provide further clarification of any part of its RFQ Submission. The District may disqualify the relevant RFQ Bidder if the clarification reveals:

- (a) That information contained in the RFQ Submission is materially inaccurate; or
- (b) Information that may materially adversely affect the ability of the RFQ Bidder making the relevant RFQ Submission to deliver the Project.

RFQ Bidders shall make no assumption in an RFQ Submission that the District has any knowledge of the RFQ Bidder or its team members, or of the experience, expertise or performance of the RFQ Bidder or team members on projects other than provided in an RFQ Submission.

4.3 Evaluation Criteria

The District will review all Applicants and will comply with Florida law, including the Consultant's Competitive Negotiations Act, Chapter 287, Florida Statutes ("CCNA"). The following evaluation criteria shall be utilized when making selection of the qualified firm, with the corresponding weight attributed to each factor:

- (a) Ability and Adequacy of Professional Personnel (Weight: 20 Points)

 Consider the capabilities and experience of key personnel within the firm including certification, training, and education.
- (b) Consultant's Past Performance (Weight: 20 Points)

 Past performance for other Community Development Districts in other contracts; amount of experience on similar projects; character, integrity, reputation, of respondent; etc.
- (c) Adherence to RFQ Instructions (Weight: 15 Points)

 Consider if the information provided in the respondent's submission as outlined in the RFQ was complete.
- (d) Geographic Location (Weight: 20 Points)

 Consider the geographic location of the firm's location of the firm's office that will be assigned in relation to the project. The scoring shall be as follows: 20 points if within 100 miles, 15 points if within 150 miles, 10 points if within 250 miles, and 0 points if greater than 250 miles.
- (e) Willingness to Meet Time and Budget Requirements (Weight: 15 Points)

 Consider the consultant's ability and desire to meet time and budget requirements including rates, staffing levels and past performance on previous projects; etc.
- (f) Recent, Current and Projected Workloads (Weight: 5 Points)

 Consider the recent, current and projected workloads of the firm.
- (g) Work Previously Awarded to Consultant by The District (Weight: 5 Points)

 Consider the quality of work previously submitted to the District and whether the project was completed on schedule.

5.0 Capability

5.1 Technical Capability

Each RFQ Bidder must show that it has the technical capability, experience and expertise (either directly or through the use of other parties such as consultants or contractors etc.) to complete the above described Project. Appropriate experience in similar projects is essential.

Each RFQ Bidder must demonstrate significant technical experience of a minimum of five (5) years of similar projects A description of each project should be presented. No more than five (5) years of similar projects should be submitted in response to this RFQ. Additional projects will not be reviewed or evaluated.

5.2 Project Management Capability

Each RFQ Bidder must provide ample evidence to convince the District that it has the ability to manage a project of the nature and scope of the Project.

6.0 Other Matters

6.1 Cost and Expenses of RFQ Bidders

All costs and expenses incurred by an RFQ Bidder in the preparation and delivery of its RFQ Submission or in providing any additional information necessary for the evaluation of its RFQ Submission will be borne solely by the RFQ Bidder.

6.2 Fee

Fees cannot be considered in the review of the RFQ Submittals. Once the RFQ Bidders are ranked, the District will begin contract negotiations with the firm determined to be the most qualified. In the event that a contract/agreement cannot be negotiated with the first firm, the District reserves the right to negotiate with the next qualified firm(s) until a contract/agreement can be reached.

If negotiations with the RFQ Bidder are successful, then the selected RFQ Bidder must have one of its officers, directors, or other individuals with the authority to legally bind the RFQ Bidder to a contract for the nature, size and scope contemplated hereunder execute a "truth-in-negotiation certificated that states "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." Further, the final contract must include and state that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."

6.3 Changes to RFQ Bidders

If there is a material change in the information provided to demonstrate technical, financial and project management capabilities of an RFQ Bidder which has made an RFQ Submission, the applicable RFQ Bidder must notify the District in writing by delivery (at the Submission Address), within five (5) working days of any such addition, deletion or change. The District has the right to disqualify any such RFQ

Bidder and/or to reject the RFQ Submission of any such RFQ Bidder if the District considers that the addition, deletion or change may have a material adverse impact on the ability of the RFQ Bidder to carry out the Project.

6.4 Examination and Interpretation of Documents

Each RFQ Bidder is responsible for ensuring that it has all of the information necessary to respond to this RFQ and for independently informing and satisfying itself with respect to the information contained in this RFQ, and any conditions that may in any way affect its RFQ Submission.

6.5 Subcontracted Services

The consultant's organization and all associated consultants and sub-consultants must be identified in the RFQ. If the consultant desires to use a sub-consultant not specified in the RFQ, prior written approval must be obtained from the District.

6.6 References

The District reserves the right to check references provided in the RFQ and if any information provided is found to be in error may result in disqualification.

6.7 Rights of the District

Notwithstanding anything else in this RFQ, the District has the right to change the dates, deadlines and requirements described in this RFQ, to reject any or all RFQ Submissions, to disqualify any RFQ Bidder, to change the limits and scope of the procurement process and/or Project, to cancel this RFQ or the procurement process and/or Project or to elect not to proceed with the procurement process and/or Project for any reason whatsoever, without incurring any liability for costs and damages incurred by any RFQ Bidder.

6.8 No Collusion

At all times, each RFQ Bidder will be responsible to ensure that its participation in this RFQ process is conducted fairly and without collusion or fraud. The District has the right to disqualify any RFQ Bidder and/or reject any RFQ Submission where it finds any evidence that an RFQ Bidder has taken part in collusive or fraudulent behavior.

6.9 Protest

Notwithstanding any other provision in the Rules of Procedure, the resolution of any protests regarding the decision to solicit or award a contract for a bid or proposal under Sections 1.7 or 1.11 shall be in accordance with this section as outlined in the Rules of Procedure available at (http://blccdd.com/pdf/2013/Rules of Procedure.pdf).

(1) Notice –

The District shall give all bidders written notice of its decision to award or intent to award a contract (including rejection of some or all bids) by United States Mail, by hand delivery, or by electronic mail. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 1.14 of the Rules of the Bay Laurel Center Community Development District shall constitute a waiver of proceedings under those Rules."

(2) Filing –

Any person who is affected adversely by the District's decision or intended decision shall file with the District a notice of protest within seventy-two (72) hours after the posting of the final bid tabulation or after the receipt of the notice of the District decision or intended decision, and shall file a formal written protest within seven (7) days after the date of filing of the notice of protest. The notice of protest shall identify the procurement by title and number or any other language that will enable the District to identify it, shall state that the person intends to protest the decision, and shall state with particularity the law and facts upon which the protest is based. With respect to a protest of the specifications contained in an Invitation to Bid or in a Request for Proposals, the notice of protest shall be filed in writing within seventy-two (72) hours after the receipt of notice of the project plans and specifications (or intended project plans and specifications) in an Invitation to Bid or Request for Proposals, and the formal written protest shall be filed within seven (7) days after the date when notice of protest is filed. Failure to file a notice of protest (or failure to file a formal written protest) shall constitute a waiver of all further proceedings.

(3) Award Process –

Upon receipt of a notice of protest which has been timely filed, the District shall stop the bid solicitation process (or the contract and award process) until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances which require the continuance of the process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare, the award process may continue.

(4) Mutual Agreement - The District, on its own initiative or upon the request of a protester, shall provide an opportunity to resolve the protest by mutual agreement between the parties within (7) days (excluding Saturdays, Sundays and legal holidays) upon receipt of a formal written request.

(4) Proceedings –

If the subject of a protest is not resolved by mutual agreement, a proceeding shall be conducted in accordance with the procedural guidelines set forth in Section 1.6 as outlined in the Rules of Procedure.

6.10 The District's Right to Verify

The District may independently verify any information in any RFQ Submission. The District has the right to disqualify any RFQ Bidder and/or to reject the RFQ Submission of any RFQ Bidder who's RFQ Submission contains any false or misleading information. The District also has the right to disqualify any RFQ Bidder and/or to reject the RFQ Submission of any RFQ Bidder, who, in the District's discretion, has failed to disclose any information that would, if disclosed, materially adversely affect the evaluation of the relevant RFQ Bidder's RFQ Submission.

6.11 Failure to Comply

Failure to comply with any requirements of this RFQ may result in disqualification of the RFQ Bidder and/or the rejection of its RFQ Submission.

6.12 Indemnification

To the fullest extent permitted by applicable law, the Responder agrees to indemnify, defend and hold harmless and exempt the District and each of their respective affiliated companies, partners, successors, assigns, heirs, legal representatives, devisees, officers, directors, shareholders, employees, insurers and agents (herein collectively called Indemnities) from and against all claims, demands, actions, liens, compensatory damages, punitive damages, liability, costs, expenses, personal injury claims, property damage claims, and attorneys' fees of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (in whole or in part) (1) the Work performed hereunder; (2) this RFQ or (3) any act, omission or negligence of successful responder, including agents, contractors, suppliers, employees or servants of Responder and persons directly or indirectly controlled by Responder, regardless of whether such act, omission or negligence is within or outside the scope of any of the above-mentioned entities' duties under this RFQ or any other agreement (herein collectively called the "Liabilities"). Notwithstanding the preceding provisions of this Section 6.12, if it is determined that Florida Statute Section 725.06 applies to this Agreement, then this indemnification clause shall apply be limited to the maximum amount of indemnification allowed under Florida Statute Section 725.06.

6.13 Conflict of Interest

Prospective consultants shall disclose any financial, business, or other relationship with the District that may have an impact upon the outcome of this RFQ. Prospective consultants shall also list current clients who may have a financial interest in the outcome of this RFQ.

6.14 Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid or Proposal on a contract to provide any goods or services to a public entity, may not submit a Bid or Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids or Proposals on leases of real property to a public entity, many not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.