



REQUEST FOR QUALIFICATIONS
MISCELLANEOUS PROFESSIONAL ENGINEERING SERVICES
RFQ #2022-01

The Town of Indian Shores, Florida hereby gives notice that it will accept qualifications pursuant to the Consultants' Competitive Negotiation Act (CCNA), Section 287.055, Florida Statutes, from qualified Florida registered Professional Consultants to provide on call Continuing Professional Engineering Services.

Qualifications will be accepted by the Town of Indian Shores, Town Clerk's Office, 19305 Gulf Boulevard, Indian Shores, FL 33785 until April 25, 2022, at 2:00 P.M.. One original hardcopy and one electronic file stored on a USB as a single searchable pdf formatted file shall be submitted.

The Submission of Qualifications (SOQ) shall be submitted in a sealed package. The package shall show the hour and date specified for receipt of the SOQ, the RFQ number, and the name and address of the firm.

Questions concerning this Request for Qualifications will only be accepted in writing and shall be directed to Freddie Lozano, Town Clerk at email: flozano@myindianshores.com. Deadline to submit questions is April 7, 2022, by 4:00 P.M.

Any addenda on this RFQ will be published on the Town's website at <https://www.myindianshores.com/2502/Open-RFQ-2022-01-for-Professional-Engine> on April 8, 2022, by 4:00 P.M.

1. SCOPE OF WORK

1.1 General Objectives

The Town of Indian Shores requires the continuing services of an individual or firm qualified to serve as the Town's Consulting Engineer. The consultants selected will provide professional engineering services on a project-by-project basis, under the terms of a Continuing Contract for five (5) year period with consecutive one (1) year renewal clauses, subject to mutual agreement.

1.2 Consulting Engineering Services

The Town's Consultant shall provide engineering services related to the planning, design review and/or construction of projects. These services may include, but are not limited to, performing any or all the following tasks related to the construction, improvement or maintenance of stormwater,

roads, sidewalks, and other types of public infrastructure, and such public facilities as parks and buildings.

- Feasibility analysis
- Cost estimating
- Design, including site design
- Building permits and plans examination services
- General civil engineering design, specification preparation and bidding assistance
- Construction Inspection Services
- NPDES inspections and certification maintenance
- Water quality testing and monitoring
- Infrastructure planning, including stormwater and NPDES
- Meeting with Town staff to consult on issues and projects requiring professional engineering analysis and evaluation
- Attending Town meetings and hearings as requested
- Application of Federal, State and Local regulations
- Review of engineering plans (site plan, subdivision, capital projects, or development reviews)
- Capital Projects planning/design
- Dredging and marine design and permitting
- Field investigations, appraisals and office studies
- Report preparation
- Construction Engineering Inspection/Administration
- Other similar civil engineering work as may be requested by the Town.

The Town may also have other consultants perform engineering assignments or related engineering work tasks during the contract period. The Town's Consulting Engineer may be required to review the work of other Professional Engineers.

The preceding description of services the Consultant may be called upon to perform is not all-inclusive and is given as a guide for proposal preparation. The Town and the Consultant on a project-by-project basis will prepare detailed scopes of work for specific projects.

2. SUBMISSION AND FORM OF PROPOSAL

Qualifications will be accepted by the Town of Indian Shores, Town Clerk's Office, 19305 Gulf Boulevard, FL 33785 until April 25, 2022, at 2:00 P.M. One original and one electronic file stored on a USB as a digital searchable pdf formatted file shall be submitted.

The SOQ shall be submitted in a sealed package. The package shall show the hour and date specified for receipt of the SOQ, the RFQ number, and the name and address of the firm.

The Town of Indian Shores is not responsible for the U.S. Mail or private couriers regarding mail being delivered by the specified time so that the SOQ can be considered. Email submission will not be considered.

Questions concerning this Request for Qualifications will only be accepted in writing and shall be directed to Freddie Lozano, Town Clerk at email: flozano@myindizanshores.com. Deadline to submit questions is April 7, 2022, by 4:00 P.M.

Any addenda on this RFQ will be published on the Town's website at <https://www.myindianshores.com/2502/Open-RFQ-2022-01-for-Professional-Engine> on April 8, 2022, by 4:00 P.M.

Cost of preparation of response to the RFQ are solely those of the Consultants.

The Consultant understands that this RFQ does not constitute an agreement or a contract with the Town.

Pursuant to section 287.055(4)(b), Florida Statutes, no information related to compensation should be submitted with the qualifications.

Minimum Qualifications are as follows:

- The selected firms shall be registered engineering firms, licensed with the State of Florida. All professional services shall be performed under the direction of a professional registered with the State of Florida and qualified in the specific field (i.e. Professional Engineer, etc.);
- The Lead Team Member or Team Project Manager must be licensed in the State of Florida as a Professional Engineer, pursuant to Chapter 471, Florida Statutes, and have a minimum of seven (7) years experience in engineering;
- Work will normally be performed by the Professional Consultant at an off-site location, and the Professional Consultant will be required to provide their own equipment.

The following document/information is required.

- a. Title Page. **1 page maximum.**
- b. Table of Contents. **1 page maximum.**
- c. Cover Letter. The cover letter should outline the firm's area of expertise and include a brief description of the firm's capabilities specifically relating to the requested professional engineering services. **1 page maximum.**
- d. SF330 Part I (sections a thru c). **1 page maximum.**
- e. SF330 Part I (section d, Organization Chart). **1 page maximum.**
- f. SF330 Part I (section e, resumes of key personnel). **1 page per proposed key personnel with a total 10 page maximum for this section.**
- g. SF330 Part I (section f, example projects/reference). **Limited to 10 examples 1 page per project example with a total 10 page Maximum for this section.**
- h. SF330 Part I (section g, key personnel participation in example projects)
- i. SF330 Part I (section h, additional information). Section H shall include the following:
 - 1) Proposed Project Approach. **4 pages maximum.**
 - 2) Recent, current and projected workload for the proposed project team. **1 page maximum.**
 - 3) Quality Assurance/Quality Control **1 page maximum.**
- j. SF330 Part II. **1 page maximum each for prime consultant and proposed subconsultants.**

Other Documentation Required (Not included in page count):

- a. Licenses/Certifications of proposed key personnel.
- b. Certificate of Registration from Florida Department of Professional Regulations.
- c. Corporate registration to operate in the State of Florida by the Department of State, Division of Corporation. Must be active status.

d. Provide Certificate of Florida Small and Minority Business issued by the Florida State Office of Diversity, Department of Management Services. (if applicable)

3. SELECTION CRITERIA

Qualifications will be reviewed and evaluated in accordance with the following criteria:

Criteria	Points
Qualifications of Project Team	30
Qualifications of the Firm	20
Past Performance and Experience	20
Project Understanding and Approach	<u>30</u>
TOTAL	100

4. TAX EXEMPT STATUS

The Town is exempt from Florida Sales and Federal excise taxes on direct purchase of the tangible property.

5. CONTRACT AWARD

The Town will, at its discretion, select the best qualified Consultants and will jointly develop the final scope and fee, and appropriate method for invoicing and payment.

If an agreement cannot be reached with the top ranked Consultants, the Town will negotiate with the next ranked Consultants.

The Town reserves the right and in the best interest of the Town to proceed with the direct award of the contract to the Consultant determined best qualified.

6. RIGHT TO REJECT QUALIFICATIONS

The Town reserves the right to reject any and all Request for Qualifications (RFQ) at any time to protect its best interest. The request and submittal of qualifications shall in no way be construed as an obligation on the part of the Town to provide compensation for same.

The Town reserves the right to determine whether the Consultants responses are adequate or inadequate, complete or incomplete, and to determine what constitutes the grounds for disqualification of Consultants who may submit inadequate or incomplete responses. The Town reserves the right to determine if a qualifications proposal is unresponsive. The Town may disqualify Consultants who submits, any qualifications proposal determined by the Town to be unresponsive or which contains insufficient, inadequate, or incomplete responses to be deemed unresponsive. The Town Administrator shall make such determinations and will rely on the staff selection committee for input in this matter.

Any qualifications proposal may be withdrawn until the date and time set above for submission of qualifications.

Any Consultants, who submits in its qualification's proposal to the Town, any information that is determined by the Town to be substantially inaccurate, misleading, exaggerated, or incorrect, may be

disqualified from consideration. The Town Administrator will determine if any Consultants will be disqualified.

7. PUBLIC ENTITY CRIMES

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

8. INSURANCE

The successful firm or individual selected by the Town to provide consulting engineering services shall demonstrate adequate insurance coverage and maintain insurance during the life of this Contract, including Cyber Liability, Professional Liability, Workers Compensation, and Comprehensive General Liability insurance in an amount satisfactory to the Town of Indian Shores. Insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes. Prior to commencing any work on the continuing contract, certificates of insurance, approved by the Town, evidencing the maintenance of said insurance shall be furnished to the Town. The certificates shall provide that no material alteration or collation, including expiration and non-renewal, shall be effective until fifteen (15) days after receipt of written notice by the Town. All coverages shall name the Town as "additional insured." The insurance limits required are as follows:

Coverage's Schedule Minimums

A. Workers' Compensation Florida

Statutory Coverage and Employer's Liability (including appropriate Federal Acts)

Employers' Liability:

\$100,000.00- each accident

\$100,000.00- each employee

\$500,000.00- policy limit for disease

Waiver of Subrogation in favor of City.

B. Comprehensive General Liability

\$1,000,000.00- Bodily injury and property damage each occurrence

\$1,000,000.00- Products-Completed Operations per Occurrence

\$2,000,000.00- General Aggregate (Per Job)

Town is included as Additional Insured.

D. Business Auto Liability

\$1,000,000 – Per Occurrence

(All autos- owned, hired or used)

E. Professional Liability

\$2,000,000.00 per occurrence

F. Cyber Liability

Each Occurrence \$1,000,000

Including Liability for Data Breach, Media Content, Privacy Liability and Network Security for third parties.

Retro Date – Prior to commencement of job.

G. Excess or Umbrella Liability

Optional

Receipt of certificates or other documents of insurance or policies or copies of policies by the Town which indicate less coverage that required will not constitute a waiver of the contractor's obligations to fulfill the insurance requirements herein.

9. NON-FUNDING CLAUSE

In the event sufficient budgeted funds are not available for a new fiscal period, the Town shall notify the vendor of such an occurrence and contract shall terminate on the last day of the current fiscal period without penalty or expense to the Town.

10. CONFLICT OF INTEREST

The successful firm or individual certifies that this qualifications proposal has not been arrived at collusively or otherwise in violation of Federal, State or Local laws.

Consultants shall provide disclosure of any potential conflict of interest that your firm may have due to other clients, contracts or property interests in the Town's projects under this solicitation. The consultants shall also certify to the Town that during the contract period, Consultants are not and will not enter into a contract agreement with another entity, county state or federal that would or may have the potential to cause the Consultants to represent conflicting interests. The Consultants shall clearly identify and disclose in their qualification's proposal any possible conflict of interest.

11. LICENSES

The Consultants shall at the time of submittal have the necessary state licenses and authorizations necessary to provide professional engineering services and shall comply with all applicable laws, regulations and codes as required by the State of Florida and by the Town of Indian Shores. The

Consultants must fully comply with all Federal and State laws, and County and Municipal Ordinances and Regulations affecting the performance of the work.

12. PUBLIC RECORDS

Pursuant to Section 119.0701, Florida Statutes, for any tasks performed by the Consultant as an agent of the Town, Consultant shall: (a) keep and maintain all public records as that term is defined in Chapter 119, Florida Statutes ("Public Records"), that ordinarily and necessarily would be required by the Town in order to perform the work contemplated by this qualifications proposal or any contract or purchase/task order arising herein; (b) provide the public with access to Public Records, on the same terms and conditions that the Town would provide the records and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) meet all requirements for retaining Public Records and transfer, at no cost, to the Town of all public records in possession of the Consultant within thirty (30) days after termination of any contract or purchase/task order arising from or awarded in accordance with this RFQ, however terminated, and destroy any duplicate Public Records that are exempt or confidential and exempt from public records disclosure requirements and provide the Town with a letter confirming that this has been done within thirty (30) days of the termination of any contract or purchase/task order arising from or awarded in accordance with this RFQ. All Public records stored electronically must be provided to the Town in a format that is compatible with the information technology of the Town. If Consultant does not comply with a public records request, the Town may pursue any and all remedies available in law or equity, included but not limited to specific performance. The provisions of this section only apply to those tasks in which Vendor is acting as an agent of the Town.

13. NON-DISCRIMINATION

The successful firm or individual will comply with all Federal and State Requirements concerning fair employment and will not discriminate by reason of race, gender, color, age, religion, sexual orientation, national origin or physical handicap.

14. ANTI-COLLUSION REQUIREMENT

Firms and their agents are not to contact members of the Town Council for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, from the time of advertisement to final Council approval, no firm or their agent shall contact any other employee of the Town in reference to this Proposal, with the exception of the Town Clerk as noted above. Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

15. INDEMNIFICATION REQUIREMENT

The Town shall require the following or similar indemnification paragraphs to be made part of the contract as entered into with the successful applicant. The Town shall be held harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of the performance of the contract, unless such claims are a result of the Town's own negligence.

The Town shall also be held harmless against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors or

omissions liability arising out of performance of the contract, unless such claims are a result of the Town's own negligence.