

“RFQ 2019-001 - FOR PROFESSIONAL ENGINEERING SERVICES”.

**TOWN OF SEWALL’S POINT
REQUEST FOR QUALIFICATIONS
PROFESSIONAL ENGINEERING SERVICES
RFQ NO. 2019-001**

The Town of Sewall’s Point (the “Town”) is seeking Letters of Interest and Professional Qualifications from professional engineering consulting firms for professional services for two (2) drainage improvement projects within the Town. Project No. 1 is funded, in part, by a federal grant, and Project No. 2 is funded, in part, by federal and state grants. No construction activities for these projects have been approved at this time under the federal grants. Copies of all applicable grants are available from the Town Clerk.

The Town anticipates awarding the professional services needed under Project No. 1 and Project No. 2 to either one or two firms. Each project shall be awarded under a separate contract.

Request for Qualifications (RFQ) packages shall be mailed or hand-delivered to the Town Clerk, 1 South Sewall’s Point Road, Sewall’s Point, Florida 34996, no later than 2 P.M. on January 11, 2019. No responses will be accepted after that time. RFQ packages shall include an original, one (1) copy, and a PDF copy on a USB drive in sealed packages addressed to the Town Clerk, Town of Sewall’s Point, and marked **“SEALED RFQ 2019-001 FOR PROFESSIONAL ENGINEERING SERVICES”**. RFQ packages may be obtained from the Town’s website at www.sewallspoint.org or the Town of Sewall’s Point, 1 South Sewall’s Point Road, Sewall’s Point, Florida 34996. Call the Town Clerk at (772) 287-2455 to ensure sufficient supply. Selection will be in accordance with the CCNA, section 287.055, Florida Statutes, the Town’s Purchasing Code and policies, and all applicable federal, state, and local requirements and the grants’ requirements. The Town Manager or an Evaluation Committee shall evaluate the qualifications submitted by the firms using criteria as outlined in the RFQ and recommend the best qualified firm(s) to the Town Commission. The Town Commission will select the firm(s) it considers to be the best qualified to serve the Town’s interest for these grants. The Town reserves the right in its sole discretion to withdraw this RFQ, to reject any or all qualifications and/or to waive all nonmaterial irregularities on any and all qualifications. All questions and requests for additional information in connection with this RFQ and selection shall be directed in writing or email only to Pamela Mac’Kie Walker, Town Manager, 1 South Sewall’s Point Road, Sewall’s Point, Florida 34996; email pwalker@sewallspoint.org.

Dated: December 11, 2018

Town of Sewall’s Point

Published: Stuart News

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I. PURPOSE:

The intent of this solicitation is to contract with a professional engineering consulting firm(s) for the design, permitting, preparation of bidding documents and other necessary professional services for two (2) drainage improvement projects within the Town of Sewall’s Point (the “Town”).

Project No. 1 involves one (1) federal grant: Federally – Funded Subaward and Grant Agreement Project No. 4283-58-R (“Project No. 1 Grant”) (“Project No. 1”). As a Hazard Mitigation Grant Program project, the Town proposes drainage improvements on South Sewall’s Point Road in Sewall’s Point, Florida, 34996 (specifically, about 40 feet southeast the intersection with Ridge Road South). Phase I includes but is not limited to surveying, engineering, design, and plans preparation, permitting and bidding for the proposed project. The Town proposes to construct an outfall for S. Sewall’s Point Road South to avoid water ponding on the roadway, and entails placing (2) inlets, 366 linear feet of pipe and (1) baffle box. The project will lessen recurrent flooding experience during storm events. The designed project shall provide protection against a 25-year storm event. Activities shall be completed in strict compliance with Federal, State and Local Rules and regulations. No construction activities for this project have been approved. The Scope of Work is more particularly described in **Exhibit A** attached hereto and incorporated herein which may be amended from time to time. The Project No. 1 Grant is hereby incorporated into this RFQ as if set forth in full herein. A copy of the complete grant document is available from the Town Clerk.

Project No. 2 involves three grants: (1) Federally – Funded Subaward and Grant Agreement Project No. 4283-84-R (the “HMG Grant”); (2) State of Florida Department of Environmental Protection Standard Grant Agreement (the “DEP Grant”); and (3) Agency Cost-Share Agreement By and Between the IRL Council and the Town (the “IRLC Grant”) (collectively, “Project No. 2”). The Town proposes to improve the drainage of South Sewall’s Point Road located in Sewall’s Point, Florida, 34996. Specifically, the project starts with a retention pond area about 500 feet north of the intersection with Marguerita Road and ends at the intersection with Island Road. The new drainage system will also extend about 500 feet southwest along Marguerita Road and Mandalay Road. Phase I of this project includes, but is not limited to, surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. Phase II-Drainage improvements entails raising a portion of South Sewall’s Point Road above Base Flood Elevation (BFE) and the construction of an exfiltration system outfalling into a proposed retention area adjacent to the Mandalay and Marguerita subdivisions. The Stormwater system shall provide water quality treatment, which ultimately discharge into the Indian River Lagoon. The system shall also capture stormwater stream of low-lying areas/localized storage. **(PHASE II CONSTRUCTION SERVICES ARE NOT INCLUDED IN THIS RFQ)**. The completed project design shall provide protection against 100-year storms to the road and protection against 25-year storms to other system elements.

The scopes of work for Project No. 2 are more particularly described in **Exhibit B** attached hereto and incorporated herein which may be amended from time to time. **Exhibit B** includes the scopes of work from the HMG Grant, the DEP Grant and the IRLC Grant (collectively, “Project No. 2 Grants”). No construction activities for this project have been approved under the HMG Grant. The Project No. 2 Grants are hereby incorporated into this RFQ as if set forth in full herein. A copy of each complete grant document is available from the Town Clerk.

Federal Emergency Management Agency (FEMA) and State of Florida financial assistance will be used to fund the work identified in this RFQ and covered within the scope of any subsequent

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contract. All services shall be completed in accordance with Project No. 1 Grant and Project No. 2 Grants, respectively, and all applicable federal, state, and local laws, ordinances, policies, regulations and codes, executive orders, and FEMA requirements. The firm(s) must be a licensed, certified engineering business in the State of Florida and have a professional engineer licensed in the State of Florida on staff. Florida law requires the Town to make a determination of a consultant's qualification to perform professional services work prior to their employment. The information submitted in response to this Request for Qualifications (RFQ) will be used by the Town to make this determination. Any firm that participates in the development of the scope of work and solicitation under Project No. 1 or Project No. 2, respectively, is prohibited from bidding on the construction work.

Additionally, contracts funded in whole or in part by federal funding (e.g. FEMA Public Assistance grants) are also subject to the requirement at 2 C.F.R. § 200.321 that minority businesses, women's business enterprises, and labor area surplus firms are used when possible, located. (A list of labor surplus areas is provided at the Department of Labor's website at <https://doleta.gov/programs/lisa.cfm>.) Accordingly, where subcontractors are used, contractors must take the following affirmative steps:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce,

1.1 No Oral Interpretations of the RFQ

No Person is authorized to give oral interpretations of, or make oral changes to, this RFQ. Therefore, oral statements about the RFQ by the Town's representatives will not be binding on the Town and should not be relied upon by a firm. Any interpretation of, or change to, this RFQ will be made in the form of a written addendum to the RFQ. Any addendum to this RFQ will be posted on the Town's website. A firm can only rely upon those interpretations of, or changes to, this RFQ that are issued by the Town in an addendum. By submitting qualifications, a firm certifies that its submitted qualifications are made without reliance on any oral representation by the Town, its agents, or employees.

1.2 Reviewing the RFQ and Addenda

Each firm should closely examine all of the documents and requirements in this RFQ. It is the sole responsibility of the firm to ensure that he or she has received and understands all of the pages of the RFQ. In accordance with the provisions of the American with Disabilities Act, this RFQ may be requested in an alternate format.

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No later than **2 P.M. on January 3, 2019**, each firm shall deliver to the Town all of the firm’s questions concerning the intent, meaning and interpretation of this RFQ. Each firm shall be deemed to have waived all questions that are not submitted to the Town in compliance with this Section. A firm’s questions may be delivered to the Town by hand-delivery, mail or e-mail but all such submittals shall be in writing and addressed to:

Town of Sewall’s Point
Pamela Mac’Kie Walker, Town Manager
1 South Sewall’s Point Road
Sewall’s Point, Florida 34996

If revisions to this RFQ become necessary, the Town will issue written addenda. The Town will endeavor to make sure all potential firms receive such addendum by posting the addendum on the Town’s website (www.sewallspoint.org) for the respective qualification solicitation or by emailing the addendum; however, it is the sole responsibility of every firm to verify with the Town whether any addendum has been issued prior to submitting sealed qualifications. The Town provides this website as a courtesy only and assumes no responsibility for errors or omissions that may affect qualifications submitted in response to this RFQ.

1.3 Schedule and Deadlines for the RFQ

A summary schedule of the major activities associated with this RFQ is presented below. The Town, in its sole discretion, may modify the schedule as the Town deems appropriate. The Town will provide notification of any changes to the schedule by issuing written addenda as set forth above.

The following is an estimated schedule to be followed for this RFQ.

Issuance of RFQ Package:	12/11/18
Deadline for Written Questions:	1/3/19 at 2 P.M.
Qualifications Due Date:	1/11/19 at 2 P.M.
Short List Announcement:	1/23/19
Oral Presentations (if required):	TBD
Town Commission Approval:	2/26/19, or as soon thereafter as possible
Contracts Negotiations & Execution:	TBD

1.4 Property of the Town

All materials submitted in response to this RFQ become the property of the Town. The Town has the right to use any or all ideas presented in any response to this RFQ, whether amended or not, and selection or rejection of a qualifications does not affect this right.

1.5 Legal Requirements

Each firm must comply with all federal, state, and local laws, ordinances, policies, rules and regulations that are applicable to this RFQ and the work to be performed under the Agreement. These legal requirements include, but are not limited to, 2 C.F.R. §§ 200.318 through 200.326, the Town’s Purchasing Code and applicable policies, and any and all requirements set forth in Project No. 1 Grant (including any amendments) or Project No. 2 Grants (including any amendments) or required thereunder. The successful firm shall agree to be bound by the terms of the applicable grants, and all applicable local, state and federal laws and regulations. A firm’s lack of knowledge

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about the applicable laws or grants shall not be grounds for relief from such laws, or constitute a defense against the enforcement of such laws.

By submitting qualifications in response to this RFQ, the firm represents that it is familiar with all federal, state, and local laws, ordinances, policies, rules and regulations, and grant requirements that are applicable to the services required under this RFQ. If a firm discovers any provision in this RFQ that is contrary to or inconsistent with any law, ordinance, rule, regulation, or grant provision, the firm shall promptly report it to the Town Manager.

1.6 Litigation Concerning the RFQ and Agreement

By submitting qualifications, the firm agrees that: (a) any and all legal actions necessary to interpret or enforce this RFQ or the Agreement shall be governed by the laws of the State of Florida; and (b) the exclusive venue for any litigation concerning this RFQ or the Agreement shall be the state and federal courts in and for Martin County, Florida.

1.7 Public Records

Any material submitted in response to this RFQ will become a public record and shall be subject to public disclosure consistent with the Florida Public Records Law (Part 119, Florida Statutes), except as may be provided by the Public Records Law or other applicable state or federal law. If a firm contends that part of its qualifications is not subject to disclosure, the firm shall identify specifically any information contained in the qualifications that the firm considers confidential or otherwise exempt from disclosure under the Public Records Law, and the firm shall cite the specific section of the law creating the exemption for such information. The Town reserves its right to make all determinations concerning the applicability of the Florida Public Records Law to any documents submitted in response to this RFQ. The Town shall have no liability to a firm for the public disclosure of any material submitted to the Town in response to this RFQ.

1.8 Drug-Free Work Place

Preference shall be given to a business with a Drug-Free Work Place (DFW) program. Whenever the Town receives two or more qualifications that are equal with respect to price, quality, and service, the Town may give preference to qualifications received from a business that completes the attached DFW form, see **Exhibit F**, and certifies it is a DFW.

1.9 Cone of Silence

A cone of silence is hereby imposed and made applicable to this RFQ. “Cone of Silence” means a prohibition on any non-written communication regarding this RFQ between any firm or firm’s representative and any Town of Sewall’s Point employee. The Cone of Silence is in effect as of the submittal deadline. The provisions of this Cone of Silence shall not apply to oral communications at any public proceeding, discussions or oral presentations before the Town Manager/Evaluation Committee, and contract negotiations during any public meeting. The Cone of Silence shall terminate at the time that the Town Commission awards or approves a contract, rejects all qualifications or otherwise takes action which ends the solicitation process. A firm’s representative shall include but not be limited to the firm’s employee, partner, officer, director or consultant, lobbyist, or any, actual or potential subcontractor or consultant of the firm.

1.10 Lobbying

By submitting a Letter of Interest and Professional Qualifications, each firm certifies that to the best of his or her knowledge and belief:

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- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the firm, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the firm shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."
- iii. The firm shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.
- iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Any violation of this requirement may cause the firm to be disqualified and prohibited from participating further in the RFQ process.

1.11 Prohibition on Scrutinized Companies

As provided in F.S. 287.135(2)(a), by submitting Professional Qualifications, or entering into any agreement with the Town, or performing any work in furtherance hereof, the firm certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

1.12 Cost of Qualifications Preparation

The firm assumes all risks and expenses associated with the preparation and submittal of qualifications in response to this RFQ. The Town shall not be liable for any expenses incurred by the firm when responding to this RFQ, including but not limited to the cost of making presentations to the Town.

1.13 Protest Procedures

Firms may protest in accordance with the Town’s Code of Ordinances, section 2-263(j).

1.14 Non-collusion

The firm certifies that this Qualifications is made without prior understanding, agreement, or connection with any individual, firm, partnership, corporation or other entity submitting a qualifications for the same services, and is in all respects fair and without collusion or fraud. No premiums, rebates, or gratuities are permitted with, prior to, or after any provisions of services.

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Any violation of this provision may result in contract cancellation or discontinuation of services, and the possible inability of firm to bid on future projects.

1.15 Code of Ethics

This RFQ is subject to the State of Florida Code of Ethics and the Town of Sewall’s Point Standards of Conduct Procurement Policy. Accordingly, there are prohibitions and limitations on the employment of Town officials and employees and contractual relationships providing a benefit to the same. Firms are highly encouraged to review these documents in order to ensure compliance with the same. If any firm violates or is a party to a violation of an applicable Code of Ethics, such firm may be disqualified from performing the work described in this RFQ or from furnishing the goods or services for which this RFQ is submitted and may be further disqualified from bidding on any future RFQs (or other procurement requests and invitations) for work or for goods or services for the Town.

1.16 Conflict of Interest

The award of a contract under this RFQ is subject to any and all applicable conflict of interest provisions found in the Town of Sewall’s Point Standards of Conduct Procurement Policy or Code of Ordinances of the Town and found in the Florida Statutes. All firms must complete the Conflict of Interest Form attached hereto as **Exhibit E**.

1.17 Insurance

Prior to execution of the resulting contract derived from this RFQ, the awarded firm(s) shall obtain and maintain in force at all times during the term of the resulting contracts insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the firm has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Town. Compliance with the foregoing requirements shall not relieve the selected firms of their liability and obligations under the resulting contract.

- A. The selected firms shall maintain during the term of the contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence.
- B. The selected firms shall maintain, during the life of the contract, commercial general liability, including public and contractual liability insurance in the amount of \$1,000,000.00 per occurrence (\$2,000,000.00 aggregate) to protect the firm from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the contract, whether such operations be by the firm or by anyone directly or indirectly employed by or contracting with the firm.
- C. The selected firms shall carry Workers’ Compensation Insurance and Employer’s Liability Insurance for all employees as required by Florida Statutes.
- D. The selected firms shall maintain comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or

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maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the firm or by anyone directly or indirectly employed by the firm.

E. If any applicable grant requires greater coverage than established herein, the grant requirements shall govern.

All insurance, other than Professional Liability and Workers’ Compensation, to be maintained by the selected Respondent shall specifically include the “Town of Sewall’s Point, its affiliates and commissioners” as an “Additional Insured.”

1.18 Disclosure and Disclaimer

The information contained herein is provided solely for the convenience of responding firms. It is the responsibility of a firm to assure itself that information contained herein is accurate and complete. Neither the Town, nor its advisors provide any assurances as to the accuracy of any information in this RFQ. Any reliance on the contents of this RFQ, or on any communications with Town representatives or advisors, shall be at each firm’s own risk. Firms should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The RFQ is being provided by the Town without any warranty or representation, express or implied, as to its content, accuracy or completeness and no firm or other party shall have recourse to the Town if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the Town that any qualifications conforming to these requirements will be selected for consideration, negotiation or approval.

In its sole discretion, the Town may withdraw this RFQ either before or after receiving qualifications, may accept or reject qualifications, and may accept qualifications which deviate from the non-material provisions of this RFQ. In its sole discretion, the Town may determine the qualifications and acceptability of any firm or firms submitting qualifications in response to this RFQ. The Town will consider each proposal to the maximum extent practicable and will document the reason for any rejection. Following submission of qualifications, the firm agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the Qualifications and/or the firm, including the firm’s affiliates, officers, directors, shareholders, partners and employees, as requested by the Town. Any action taken by the Town in response to qualifications made pursuant to this RFQ or in making any award or failure or refusal to make any award pursuant to such qualifications, or in any cancellation of award, or in any withdrawal or cancellation of this RFQ, either before or after issuance of an award, shall be without any expense, liability or obligation on the part of the Town, or its advisors.

Any recipient of this RFQ who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer and agrees to be bound by the terms hereof. Any qualifications submitted pursuant to this RFQ is at the sole risk and responsibility of the firm submitting such qualifications.

1.19 Subconsultants

The Town reserves the right to pre-approve all subconsultants, if any, for any services performed under a resulting contract.

II. THE SUBMITTAL PACKAGE:

The RFQ is designed to provide the necessary information about your firm. RFQ packages shall include an original, one (1) copy, and a .pdf copy on a USB drive. Each submittal must include

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the checklist attached as **Exhibit C**. This checklist must appear immediately after the Letter of Transmittal. To ensure that all submittals may be evaluated on an equitable basis, the RFQ requires each firm to provide the requested information in a prescribed format and organization that excludes supplemental materials. Any supplemental information included with the qualifications must appear **after** the required materials and tabbed “Additional RFQ Information”, or under separate cover.

2.1 Contents. The submittal package should be organized as listed below with one tab for each item.

A. Letter of Transmittal (not to exceed three single-sided pages)

This letter will summarize in a brief and concise manner the following:

- Whether or not the firm is interested in Project No. 1 or Project No. 2 or both.
- General summary of the firm; how long in business; general approach to tasks and projects; location; and, summary of the firm’s qualifications.
- The firm’s brief understanding of the scope of services to be considered for Qualification.
- The letter must name all persons or entities interested in award as principals. Identify all of the persons authorized to make representations for the firm, including the titles, addresses, and telephone numbers of such persons.
- An authorized agent of the firm must sign the Letter of Transmittal and must indicate the agent's title or authority.
- The individual or firm identified on the Letter of Transmittal will be considered the primary firm.

B. Addenda (unlimited pages)

This section shall include a statement acknowledging receipt of each addendum issued by the town. Each firm is responsible for contacting the Town to obtain addenda.

C. References & Materials (not to exceed 30 double-sided pages plus the form).

1. Evidence of integrity, ability, experience and skill: firms shall provide a summary of the firm’s capability, experience and skill to provide the requested services (which shall not exceed three pages) and include the firm’s organizational structure. Bullet point format is appreciated. Include evidence of adequate personnel to perform the work. Firms shall provide one page summaries or resumes of key personnel to be assigned to provide services to the Town. Resumes should include a description of:

- Training, education and degrees.
- Related experience and for whom.
- Professional certifications, licenses and affiliations.

Emphasis will be placed on individual past experience on similar projects and federal and state grants, within the past five years, individual’s ability to have similar projects completed on time and within budget, and knowledge of state, county and Town codes and regulations.

2. Evidence of successful past performance for similar projects and federal and state grants: Firms shall identify successful past performance for similar projects and federal and state grants. Firms shall provide a minimum of three (3) references demonstrating their successful past performance. Prior experience with Florida municipalities is desirable. Firms are responsible for verifying correct phone numbers and contact information provided. Failure to provide accurate information may result in the reference not being obtained or considered. Emphasis will be placed on firm’s

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past experience with similar projects and federal and state grants within the past five years; similar projects being completed on time and within budget; and knowledge of state, county and Town codes and regulations.

D. Evidence of Ability to Deliver on Time and within Budget (limited to three pages)

Firms shall provide a three-page summary regarding their ability to deliver the requested services in a specific timeframe and within a specific budget. The firm’s summary regarding the ability to deliver within a specific budget shall **NOT** include any prices, proposals, or rates for the services requested hereunder, but should include cost control techniques and other techniques implemented by the firm to ensure that services are provided within a given budget. Information regarding financial and technical resources, dedicated staff and current and projected firm workload should be provided. Emphasis will be placed on firm’s identification of individuals to provide services and their availability for the same. Firms should include a statement or two regarding the willingness and ability of personnel to make themselves available to Town staff during the project, e.g., telephone calls, meetings with staff, meetings with the Town Commission, etc.

E. Proof of Licenses (unlimited)

Firms shall provide proof of required licenses for the firm and scope of services to be performed. This shall include:

- Proof of all applicable licenses for services to be rendered (including registration with State of Florida Division of Corporations if applicable);
- Statement or proof of required insurance; and,
- Proof of firm’s Business Tax Receipt (as applicable).

F. Litigation and/or Terminations (unlimited)

Firms shall provide a summary of any litigation filed against their firm or key personnel in the past five (5) years which is related to the type of services sought under this RFQ and that the firm provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amount involved. If none, state as such.

Firms shall also state if the firm has had contracts for the services sought under this RFQ which were terminated for default, non-performance or delay, in the past five (5) years. Firms shall describe all such terminations, including the name and address of the other contracting party for each such occurrence. If none, state as such.

G. Evidence of minority business enterprise (unlimited)

Firms shall provide their certification as a minority business enterprise in accordance with Chapter 287, Florida Statutes.

2.2 Additional Documents.

The firm shall also include the following documents in its Submittal Package: Checklist (see **Exhibit C**), Acknowledgment of Business Type and Insurance (**Exhibit D**), Conflict of Interest Form (see **Exhibit E**), and Drug Free Workplace Form (see **Exhibit F**).

2.3 Representations by Submittal of Qualifications.

By submitting Qualifications, the firm warrants, represents, certifies, and declares that:

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- A. Person(s) designated as principal(s) of the firm are named and that no other person(s) other than those therein mentioned has (have) any interest in the proposal or in the anticipated contract.
- B. The Qualifications are submitted without connection, coordination or cooperation with any other persons, company, firm or party submitting Qualifications, and that the Qualifications are, in all respects, true and correct without collusion or fraud.
- C. The firm understands and agrees to all elements of the RFQ unless otherwise indicated or negotiated, and that the RFQ shall become part of any contract entered into between the Town and the firm.
- D. By signing and submitting Qualifications, firm certifies that it and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects.
- E. Pursuant to section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted firm list maintained by the State of Florida may not submit Qualifications to the Town for 36 months following the date of being placed on the convicted firm list. The firm certifies that submittal of its Qualifications does not violate this statute.
- F. Pursuant to section 287.135, Florida Statutes, the firm is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and the firm does not have business operations in Cuba or Syria.
- G. The firm recognizes and agrees that the Town will not be responsible or liable in any way for any losses that the firm may suffer from the disclosure or submittal of its Qualifications to third parties.

2.4 Copies and Deadlines.

An original, one (1) copy, and a .pdf copy on a USB drive of the RFQ package must be received in the office of the Town Clerk, 1 South Sewall’s Point Road, Sewall’s Point, Florida 34996, no later than by 2 p.m. on January 11, 2019, at which time a list of firms will be made public.

III. EVALUATION, SCORING, AND AWARD OF CONTRACT:

Selection will be in accordance with the Consultant’s Competitive Negotiations Act, section 287.055, Florida Statutes, Project No. 1 Grant, Project No. 2 Grants and any other applicable federal, state or local law, policy, rule or regulation. The Town will consider each qualifications submitted to the maximum extent practicable and will consider all listed evaluation criteria.

3.1 Certification of Qualified Firms.

The Town Manager or an Evaluation Committee will evaluate and determine which firms are qualified to provide the requested services consistent with the qualification evaluation criteria. The qualification evaluation criteria follow:

Capabilities of the firm; adequacy of personnel; past record of performance; experience of the firm; licensing/certifications of firm; and whether the firm is a certified minority business

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enterprise (not required). The firm must be a licensed, certified engineering business in the State of Florida and have a professional engineer licensed in the State of Florida on staff.

3.2 Competitive Selection.

Once the Town Manager/Evaluation Committee determines which firms are qualified, she/it shall rank the qualifications based on the competitive negotiations evaluation criteria and make a recommendation of at least the top three (3) firms to the Town Commission. If less than three (3) firms submit qualifications or if less than three (3) firms qualify, the Town Manager, in her sole discretion, or the Evaluation Committee may move forward with a recommendation of less than (3) firms to the Town Commission if it has been documented that the solicitation was adequately advertised. The competitive negotiations evaluation criteria follow:

Ability, integrity, experience, skill of professional personnel	35 points
Successful past performance for similar projects/federal and state grant programs	30 points
Willingness and ability to meet time and budget requirements	20 points
Required licensing and certifications	5 points
Terminations and/or litigation	5 points
Completeness and responsiveness of qualifications	5 points
Whether the firm is a certified minority business enterprise (not required)	5 points (bonus)

The selection process consists of evaluation and scoring by the Town Manager or an Evaluation Committee and the ranking of the top three (3) firms. Each category will be scored and when the scores awarded for all categories are totaled, the scores will be tabulated and added to achieve the total points awarded to each firm. The total points will be used to rank each firm 1, 2, 3, 4, etc. If desired, the Town Manager or Evaluation Committee may require public presentations by the top three firms. The ranking of the top three firms shall be presented to and approved by the Town Commission at a duly noticed public meeting. It is anticipated that the Town Commission will award the RFQ to the firm(s) that submits the best overall qualifications(s), subject to the negotiation of fair and reasonable compensation. The Town, in its sole discretion, reserves the right to award both contracts for Project No. 1 and Project No. 2 to one or two firms. Federal law provides that the Town must divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women’s business enterprises. The Town Council shall have the exclusive authority to select the best overall qualifications and make any determinations concerning the responsiveness of the firms, the value of their qualifications, the firms’ respective abilities to satisfactorily perform the work specified in the Town’s RFQ, and all other related matters.

3.3 Negotiations.

After the Town Commission has approved the ranking of the top firms, the Town Manager may negotiate a contract with the highest ranked firm for professional services at compensation determined to be fair, competitive and reasonable. The terms and conditions of the resulting contract will be negotiated with the successful firm; however, such contract must comply with all FEMA requirements, executive orders, grant documents, federal, state, and local laws, ordinances, policies, regulations, and codes. If the Town and a successful firm cannot agree on the terms and conditions of the resulting contract or fees, the Town reserves the right to terminate negotiations with said successful firm and move to the next ranked firm to commence negotiations. Negotiations may continue in this process until the Town is able to enter into a contract with a firm that best meets the needs of the Town. The resulting contract shall be for a term commensurate

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with the satisfactory completion of work under each grant unless otherwise terminated earlier. Such contract shall be in compliance with all applicable federal, state, and local laws, ordinances, policies, rules and regulations and with the grants. The contract shall include a not to exceed amount, hourly rates for personnel, and allowable costs and expenses.

3.4 Miscellaneous Evaluation Process Information.

Qualifications must be fully responsive to the requirements described in this RFQ and to any subsequent requests for clarification or additional information made by the Town through written addenda to this RFQ. Qualifications failing to comply with the submission requirements, or those unresponsive to any part of this RFQ, may be disqualified. As part of the evaluation process, the Town may conduct an investigation of references, including, but not limited to, a record check of consumer affairs complaints. By submitting qualifications, a firm acknowledges this process and consents to the Town’s investigation.

EXHIBIT A

**TOWN OF SEWALL’S POINT
PROJECT NO. 1 SCOPE OF WORK**

STATEMENT OF PURPOSE:

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The purpose of this Scope of Work (SOW) is to improve drainage in Sewall’s Point, Martin County, Florida; funded through the Hazard Mitigation Grant Program (HMGP) **DR-4283-58-R** as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The Sub-Recipient, Town of Sewall’s Point shall conduct Phase I of this project, which includes the preliminary engineering designs and calculations, surveys, permitting, and notices. **No construction activities are approved at this time.** The Sub-Recipient shall complete the Phase I work in accordance with all applicable federal, state and local laws, regulations and codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes drainage improvements on South Sewall’s Point Road in Sewall’s Point, Florida, 34996. Specifically about 40 feet southeast the intersection with Ridge Road South. Start :(27.1920778, -80.1943028), end: (27.1925417, of 80.193226). Phase I includes but is not limited to surveying, engineering, design, and plans preparation, permitting and bidding for the proposed project. No construction activities for this project have been approved. When completed, the applicant will need to provide deliverables for Phase II review.

Phase II-The Sub-Recipient proposes to acquire an easement and construct an outfall for S. Sewall’s Point Road South to avoid water ponding on the roadway, and entails placing (2) inlets, 366 linear feet of pipe and (1) baffle box. The project will lessen recurrent flooding experience during storm events. The designed project shall provide protection against a 25-year storm event. Activities shall be completed in strict compliance with Federal, State and Local Rules and regulations.

TASKS & DELIVERABLES:

A) Tasks:

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the Phase I scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient’s procurement policy as well as all federal and state laws and regulations.

All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations. The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition. The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects. The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed. The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed “Debarment, Suspension, Ineligibility, Voluntary Exclusion Form” for each contractor and/or subcontractor performing services under this agreement. The Sub-Recipient shall provide executed contracts with contractors and/or subcontractors to the Division. The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by selected contractor.

2) The Sub-Recipient shall monitor and manage the Phase I portion of this project in accordance with the Hazard Mitigation Grant Program application and supporting documentation as submitted to the Division and subsequently approved by the Division and FEMA. The Division and FEMA shall render a Phase II determination upon completion of the review of Phase I deliverables. No construction activities are approved at this time. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

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Phase I consists of fees; for conducting survey, drainage study, engineering, design, public notices, and/or permitting associated with the modification(s) needed to upgrade the drainage. Verification of upstream and downstream impacts shall be necessary for determining project eligibility. All Phase I work shall be completed in accordance with all applicable state, local and federal laws and regulations and documented, as appropriate.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary all scope of work changes, if any.

- a) Two sets of engineering Signed/Sealed final design and analysis, surveying, and Hydrologic and Hydraulic (H&H) Studies;
 - b) Construction Plans and bid documents;
 - c) Revised cost estimate for Phase II – construction (include Phase I costs), to implement the design project;
 - d) Design documents shall provide a detailed description which includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.
 - e) Color maps including topographical, aerial, and ground disturbance.
 - f) Color photographs of the project area and areas of ground disturbance.
 - g) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be required. Any conditions for compliance shall be included in the final design plans, narrative and project implementation actions.
 - h) Copy of the Florida Department of Transportation (FDOT) permit or No Permit Required notification, if applicable.
 - i) Copy of the United States Army Corps of Engineers (USACE) permit or No Permit Required notification.
 - j) Letter from the Floodplain manager verifying the project is in compliance with local floodplain ordinances/regulations.
 - k) Copy of the published public notice and any comments received by the city.
 - l) Any other documentation requested by the Division, not limited to Project conditions and
- 3) During the course of this Agreement the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient’s project personnel with each reimbursement request attesting to the completion of the work, disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested. The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Direct Expenses: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices,

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and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses: The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown. The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement. The Sub-Recipient shall submit to the Division requests for reimbursement of actual Phase I costs related to the project as identified in the project application and this scope of work. The Requests for Reimbursement (RFR) shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount;

The Sub-Recipient’s Request for Reimbursement shall include the final Phase I project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of Phase I activities, which includes, but is not limited to, surveying, engineering, design, plans preparation, permitting and bidding for the proposed project. No construction activities for this project have been approved. When completed, the applicant will need to provide deliverables for Phase II review; to implement drainage improvements at South Sewall’s Point Road about 40 feet southeast of the intersection with Ridgeview Road South in Sewall’s Point, Florida 34996. The designed project shall provide protection against a 25 -year storm event. Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient shall submit Engineering plans that clearly shows the engineer’s estimate of the pre and post-mitigation effects of the proposed project and the relationship of the damages to be mitigated (commensurate with the level of funding requested). This includes, but is not limited to, the existing and proposed hydrology and hydraulics for the level of event being mitigated.
- 2) Design documents shall provide a detailed description, which includes specifics on project scope of work, depth and extent of ground disturbance at all, construction locations of the project.
- 3) Demonstrate mitigation effectiveness, in part, by showing the physical location(s) and elevation(s) of

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the infrastructure/structures that is being damaged and FEMA Special Flood Hazard Areas on the same plan.

4) Submit a refined cost estimate, to include Phase I Fees and Phase II Construction materials and Labor.

D) Environmental:

1) Any change to the approved scope of work shall require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

2) Acceptance of federal funding requires the Sub-Recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

3) Consultation with the Floodplain manager is required to ensure the project is in compliance with local floodplain ordinances/regulations.

4) Meet all required Environmental laws and policies, and all necessary Environmental compliance documents shall be obtained as applicable.

a) United States Army Corps of Engineers (USACE): Consultation with the USACE is required. A permit or No Permit Required shall be submitted.

b) Florida Department of Transportation (FDOT): If any onsite/offsite improvements associated with proposed project activities, that impact FDOT right-of-way shall require the appropriate FDOT permit(s). FDOT Permit Coordinator shall be contacted once finalized plans are available.

c) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WDM) shall be submitted. Any conditions for compliance shall be included in the final design plans, narrative, and project implementation actions.

5) Historical Preservation compliance documents shall be obtained. Review documentation required:

a) Color maps including topographical and aerial with the project location clearly marked

b) Color photographs of any area with ground disturbance (electronic)

c) Indicate if project site is located within a designated historic district or historic neighborhood.

6) Tribal Consultation shall be required for proposed ground disturbing activities. Following documents shall be required and submitted as part of deliverables:

a) Color ground disturbance maps showing the full extent of the project footprint and depth of ground disturbance. Geographic latitude/longitude (decimal degree format) of the proposed construction areas and staging areas;

b) Previous and current use of proposed project area;

c) Any known site work or historic uses for the proposed location;

d) Any available studies that may have taken place on the property.

7) Phase I of this project is approved with the condition that the above list of deliverables shall be submitted for review and approval by the Division and FEMA before Phase II is considered.

8) No construction work may begin until Phase II is approved by the Division and FEMA.

E. Programmatic:

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.

2) The Sub-Recipient must notify the Division as soon as significant developments becomes known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

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- 3) The Sub-Recipient must “obtain prior written approval for any budget revision which would result in a need for additional funds” [44 CFR 13(c)], from the Division and FEMA.
- 4) Phase I – Design of this project is approved with the condition that the enclosed list of deliverables shall be submitted, 30-days prior to the Period of Performance date, for review and approval by the Division; for submittal to FEMA before Phase II – Construction is considered.
- 5) Any extension of the Period of Performance shall be submitted to FEMA, 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted along with substantiation of new expiration date, and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

EXHIBIT B

**TOWN OF SEWALL’S POINT
PROJECT NO. 2 SCOPES OF WORK**

The Town of Sewall’s Point requires all necessary professional engineering services to complete the following Project No. 2 Grants’ scopes of work in accordance with each respective grant. The Town

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requires that the firm design the entire project encompassed in the following scopes of work, secure the necessary permitting and develop the construction bidding documents for Project No. 2:

1. Federally Funded Subaward and Grant Agreement No. 4283-84-R; Scope of Work:

STATEMENT OF PURPOSE: The purpose of this Scope of Work (SOW) is to improve drainage on South Sewall’s Point Road in Sewall’s Point, Martin County, Florida; funded through the Hazard Mitigation Grant Program (HMGP) **DR-4283-84-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The Sub-Recipient, Town of Sewall’s Point, shall conduct Phase I of this project, which includes the preliminary engineering designs and calculations, surveys, permitting, and notices. **No construction activities are approved at this time.** The Sub-Recipient shall complete the Phase I work in accordance with all applicable federal, state and local laws, regulations and codes.

PROJECT OVERVIEW: As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to improve the drainage of South Sewall’s Point Road located in Sewall’s Point, Florida, 34996. Specifically the project starts with a retention pond area about 500 feet north of the intersection with Marguerita Road and ends at the intersection with Island Road. The new drainage system will also extend about 500 feet southwest along Marguerita Road and Mandalay Road.

Phase I of this project includes, but is not limited to, surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. Phase II-Drainage improvements entails raising a portion of South Sewall’s Point Road above Base Flood Elevation (BFE) and the construction of an exfiltration system outfalling into a proposed retention area adjacent to the Mandalay and Marguerita subdivisions. The Stormwater system shall provide water quality treatment, which ultimately discharge into the Indian River Lagoon. The system shall also capture stormwater stream of low-lying areas/localized storage. **(PHASE II CONSTRUCTION SERVICES ARE NOT INCLUDED IN THIS RFQ).** The completed project design shall provide protection against 100-year storms to the road and protection against 25-year storms to other system elements.

Project Locations: Sewall’s Point, Florida 34996;

NE: (27.183530, -80.189443)

NW: (27.182025, -80.191067)

SE: (27.179630, -80.187925)

SW: (27.179948, -80.190000)

TASKS & DELIVERABLES:

A) Tasks:

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the Phase I scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient’s procurement policy as well as all federal and state laws and regulations.

All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations. The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition. The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed. The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price. The Sub-Recipient shall provide an executed “Debarment, Suspension, Ineligibility,

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Voluntary Exclusion Form” for each contractor and/or subcontractor performing services under this agreement. Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient. The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by selected contractor.

2) The Sub-Recipient shall monitor and manage the Phase I portion of this project in accordance with the Hazard Mitigation Grant Program application and supporting documentation as submitted to the Division and subsequently approved by the Division and FEMA. The Division and FEMA shall render a Phase II determination upon completion of the review of Phase I deliverables. No construction activities are approved at this time. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

Phase I consists of fees; for conducting survey, drainage study, engineering, design, public notices, and/or permitting associated with the modification(s) needed to upgrade the drainage. Verification of upstream and downstream impacts shall be necessary for determining project eligibility.

All Phase I work shall be completed in accordance with all applicable state, local and federal laws and regulations and documented, as appropriate.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all scope of work changes, if any.

- a) Two sets of engineering Signed/Sealed final design and analysis, surveying, and Hydrologic and Hydraulic (H&H) Studies;
- b) Construction Plans and bid documents;
- c) Revised cost estimate for Phase II – construction (include Phase I costs), to implement the design project;
- d) Design documents shall provide a detailed description which includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.
- e) Color maps including topographical, aerial, and ground disturbance.
- f) Color photographs of the project area and areas of ground disturbance.
- g) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be required. Any conditions for compliance shall be included in the final design plans, narrative and project implementation actions.
- h) Copy of the Florida Department of Transportation (FDOT) permit or No Permit Required notification, if applicable.
- i) Copy of the United States Army Corps of Engineers (USACE) permit or No Permit Required notification.
- j) Letter from the Floodplain manager verifying the project is in compliance with local floodplain ordinances/regulations.
- k) Any other documentation requested by the Division, not limited to Project conditions and requirements herein.

3) During the course of this agreement the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

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The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient’s project personnel with each reimbursement request attesting to the completion of the work, disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Direct Expenses: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses: The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient.

Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual Phase I costs related to the project as identified in the project application and this scope of work. The Requests for Reimbursement (RFR) shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount;

The Sub-Recipient’s Request for Reimbursement shall include the final Phase I project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

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Mitigation Activities consist of Phase I activities, which includes, but is not limited to, engineering, designing, plans preparation, permitting and bidding for the proposed project, for Phase II approval, and to implement measures to improve the drainage of South Sewall’s Point Road located in Sewall’s Point, Florida, 34996.

The completed project design shall provide protection against 100-year storms to the road and protection against 25-year storms to other system elements.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient shall submit Engineering plans that clearly shows the engineer’s estimate of the pre and post-mitigation effects of the proposed project and the relationship of the damages to be mitigated (commensurate with the level of funding requested). This includes, but is not limited to, the existing and proposed hydrology and hydraulics for the level of event being mitigated.
- 2) Design documents shall provide a detailed description which includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.
- 3) Demonstrate mitigation effectiveness, in part, by showing the physical location(s) and elevation(s) of the infrastructure/structures that is being damaged and FEMA Special Flood Hazard Areas on the same plan.
- 4) Submit a refined cost estimate, to include Phase I Fees and Phase II Construction materials and Labor.

D) Environmental:

- 1) Any change to the approved scope of work shall require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- 2) Acceptance of federal funding requires the Sub-Recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
- 3) Consultation with the Floodplain manager is required to ensure the project is in compliance with local floodplain ordinances/regulations.
- 4) Meet all required Environmental laws and policies, and all necessary Environmental compliance documents shall be obtained as applicable.
 - a) United States Army Corps of Engineers (USACE): Consultation with the USACE is required. A permit or No Permit Required shall be submitted.
 - b) Florida Department of Transportation (FDOT): Any onsite/offsite improvements associated with proposed project activities that impact FDOT right-of-way shall require the appropriate FDOT permit(s). FDOT Permit Coordinator shall be contacted once finalized plans are available.
 - c) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WDM) shall be submitted. Any conditions for compliance shall be included in the final design plans, narrative, and project implementation actions.
- 5) Historical Preservation compliance documents shall be obtained. Review documentation required:
 - a) Color maps including topographical and aerial with the project location clearly marked
 - b) Color photographs of any area with ground disturbance (electronic)
 - c) Indicate if project site is located within a designated historic district or historic neighborhood.

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6) Tribal Consultation shall be required for proposed ground disturbing activities. Following documents shall be required and submitted as part of deliverables:

- a) Color ground disturbance maps showing the full extent of the project footprint and depth of ground disturbance. Geographic latitude/longitude (decimal degree format) of the proposed construction areas and staging areas;
- b) Previous and current use of proposed project area;
- c) Any known site work or historic uses for the proposed location;
- d) Any available studies that may have taken place on the property.

7) Phase I of this project is approved with the condition that the above list of deliverables shall be submitted for review and approval by the Division and FEMA before Phase II is considered.

8) No construction work may begin until the Division and FEMA approve Phase II.

E. Programmatic:

1) The Division and FEMA must approve a change in the scope of work in advance regardless of the budget implications.

2) The Sub-Recipient must notify the Division as soon as significant developments becomes known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The Sub-Recipient must “obtain prior written approval for any budget revision which would result in a need for additional funds” [44 CFR 13(c)], from the Division and FEMA.

4) Phase I – Design of this project is approved with the condition that the enclosed list of deliverables shall be submitted, 30-days prior to the Period of Performance date, for review and approval by the Division; for submittal to FEMA before Phase II – Construction is considered.

5) Any extension of the Period of Performance shall be submitted to FEMA, 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted along with substantiation of new expiration date, and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

7) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

2. State of Florida Department of Environmental Protection Standard Grant Agreement No. NS029; Scope of Work:

PROJECT TITLE: Sewall’s Point Mandalay Marguerita Stormwater Improvements

PROJECT LOCATION: The project area is located on the west side of South Sewall’s Point Road in a low-lying area where the untreated flooding stormwater flows directly into eight drainage outfalls with no treatment to the Indian River Lagoon (IRL). The Project is located within the Town of Sewall’s Point in Martin County, Florida (Latitude: 27°10 55N, Longitude: -80°11 18W).

PROJECT BACKGROUND: Flooding stormwater sheet flows across a 21-acre watershed, including the residential neighborhoods of Mandalay and Marguerita roads, south to the IRL

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crossing the Town’s main transportation artery, South Sewall’s Point Road. The sheet flow of stormwater causes hazardous standing water during average summer storms, and frequently renders it completely impassable during severe storms. This project will not only remove harmful stormwater nutrients from the stormwater entering the IRL, it will also provide relief of the continuous flooding on the road, restoring safe passage for 1,800 residents during most storm events. In 1995, the Town of Sewall’s Point (Grantee) completed a comprehensive Stormwater Master Plan (SWMP) in order to identify and prioritize flooding within the City and eliminate or reduce the problem. Drainage improvements in the Mandalay/Marguerita neighborhood area has been identified through the years as a top priority in the Town.

PROJECT DESCRIPTION: The project includes construction of a three-part BMP treatment train that includes: 1) an exfiltration/underground storage component that will collect sheet flowing rainwater from the Mandalay and Marguerita neighborhoods; 2) one outfall baffle box that will receive any excess rainwater that does not percolate into the groundwater table; 3) a stormwater diversion from the baffle box to a vegetated wet retention area/stormwater treatment area along South Sewall’s Point Road adjacent to the Mandalay and Marguerita subdivisions; and 4) a weir. The wet vegetated retention area will provide 3.20 ac-ft. of retention storage plus sediment removal prior to discharge. This stormwater system will provide water quality treatment for the sheet flowing rainwater that has historically collected on the roadways causing nuisance to severe flooding during major storms. Both water quality monitoring and educational displays on the Town website are planned. The Grantee will upgrade the existing infrastructure to meet the recommended standards provided in the Grantee’s Stormwater Master Plan. While subject to final engineering design, the proposed stormwater improvements will consist of upgrading existing pipe sizes, replacing failing corrugated metal pipe, addressing road crossings, alleviating capacity challenges by redirecting flow, and removing pipes with negative slopes. Proposed improvements will reduce road flooding for 25-year critical events and reduce 100-year critical event flooding.

TASKS and DELIVERABLES:

Task 1: Design & Permitting

Deliverables: The Grantee will complete the design of the Sewall’s Point Mandalay Marguerita Stormwater Improvements, obtain all necessary permits for construction of the project, and prepare bidding documents.

Documentation: The Grantee will submit a signed acceptance of the completed work by the Grantee and a summary of design activities to date, indicating the percentage of design completion of the time period covered in the payment request. For the final documentation, Grantee will also submit a copy of the final design and a list of all required permits identifying issue dates and issuing authorities and bidding documents.

Performance Standard: The Department’s Grant Manager will review the documentation to verify that the deliverables are provided as described above. Upon review and written acceptance by the Department’s Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

3. Agency Cost-Share Agreement by and between the IRL Council and the Town of Sewall’s Point for the Mandalay Marguerita Stormwater Improvements Project; Scope of Work:

I. INTRODUCTION/BACKGROUND

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The Town of Sewall’s Point, a peninsula town located at the confluence of the St. Lucie River and the Indian River Lagoon (IRL), will construct a stormwater treatment train that will remove 75% of nutrients or 9.62 lbs./yr. of TP and 62.37 lbs./yr. of TN prior to discharging into eight outfalls to the IRL, as well as eliminate flooding on the Town’s only hurricane evacuation route connecting to state road A1A for 1,800 residents. Flooding stormwater sheet flows across a 21-acre watershed south to the IRL crossing the Town’s main transportation artery, S. Sewall’s Point Road, causing hazardous standing water during average summer storms, and frequently renders it completely impassable during severe storms. This project will eliminate flooding on S. Sewell’s Point Road, remove harmful stormwater nutrients from entering the IRL and restore safe passage for 1,800 residents during hurricanes.

The project area is located on the west side of South Sewall’s Point Road in a low-lying area where the untreated flooding stormwater flows directly into eight drainage outfalls with no treatment to the Indian River Lagoon (IRL). The proposed project entails construction of a treatment train that includes an exfiltration system flowing into to outfall baffle boxes and proposed one-acre retention area adjacent to the Mandalay and Marguerita subdivisions that will provide 3.63 ac-ft of retention storage plus sediment removal prior to discharge. This stormwater system will provide water quality treatment for the sheet flowing rainwater that has historically collected on the roadways causing nuisance to sever flooding during major storms.

II. OBJECTIVES

Goals for the project include:

1. The design, permitting and bid document preparation for the installation of a BMP treatment train that includes a one-acre STA retention area, retrofit to eliminate most of the of the eight outfalls and baffle boxes with filters for stormwater treatment;
2. Implement a water quality monitoring program collecting samples at baffle box discharge points **(THESE SERVICES ARE NOT INCLUDED IN THIS RFQ)**;
3. Implement an education component including project signage and provide articles on the Town’s website and social media sharing the projects benefits **(THESE SERVICES ARE NOT INCLUDED IN THIS RFQ)**.

III. LOCATION OF PROJECT

The project is located at Latitude 27°10 55N Longitude -80°11 18W. The project is located in eastern Martin County on the state’s east central coast, in the Town of Sewall’s Point along the South Sewall’s Point Road which outfalls and lies along the Indian River Lagoon.

**EXHIBIT C
CONSULTANT CHECKLIST**

Note:

- 1) This Exhibit must be included in RFQ immediately after the Letter of Transmittal.
- 2) RFQ Package must be put together in order of this checklist.
- 3) Any supplemental materials must appear after those listed below and tabbed “Additional RFQ Information”

- _____ Letter of Transmittal
- _____ Copy of this Check List (Exhibit C)
- _____ Addenda Acknowledgment

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- _____ References & Materials
- _____ Evidence of Ability to Deliver on Time and within Budget
- _____ Proof of Licenses
- _____ Litigation and/or Terminations
- _____ Minority Business Enterprise/Women’s Business Enterprise
- _____ Acknowledgment of Business Type and Insurance (Exhibit D)
- _____ Conflict of Interest Statement (Exhibit E)
- _____ Drug Free Workplace form (Exhibit F)

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EXHIBIT D

ACKNOWLEDGEMENT OF BUSINESS TYPE AND INSURANCE

1. SUBMITTING FIRM NAME: _____

2. TYPE OF FIRM:
CORPORATION _____ INDIVIDUAL _____ OTHER _____

3. IF CORPORATION, COMPLETE THE FOLLOWING:

A. Date Incorporated: _____

B. State Incorporated: _____

C. Date Authorized in Florida: _____

D. President: _____

E. Vice President: _____

IF PARTNERSHIP, COMPLETE THE FOLLOWING:

A. Date organized: _____

B. Type: General _____ Limited _____

C. Name of Partners _____

5. SECRETARY OF STATE'S CHARTER NUMBER _____
_____ (Attach Copy)

6. FLORIDA STATE BOARD OF PROFESSIONAL ENGINEERING REGISTRATION
NUMBER _____ (DATE: _____ Attach Copy)

7. FEDERAL EMPLOYERS IDENTIFICATION NUMBER _____

8. PROFESSIONAL LIABILITY INSURANCE? YES _____ NO _____
IF YES, ANSWER THE FOLLOWING:

“RFQ 2019-001 - FOR PROFESSIONAL ENGINEERING SERVICES”.

A. Policy Number: _____

B. Company Name: _____

C. Amount: _____

D. Expiration Date: _____

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EXHIBIT E

CONFLICT OF INTEREST STATEMENT

This Request for Qualifications is subject to the conflict of interest provisions of the policies and Code of Ordinances of the Town of Sewall’s Point and the Florida Statutes. The firm shall disclose to the Town any possible conflicts of interests. The firm’s duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the Town.

CHECK ALL THAT APPLY.

To the best of our knowledge, the undersigned business has no potential conflict of interest for this RFQ due to any other clients, contracts, or property interests.

To the best of our knowledge, the undersigned business has no potential conflict of interest for this RFQ as set forth in the policies and Code of Ordinances of the Town of Sewall’s Point, as amended from time to time.

To the best of our knowledge, the undersigned business has no potential conflict of interest for this RFQ as set forth in Chapter 112, Part III, Florida Statutes, as amended from time to time.

IF ANY OF THE ABOVE STATEMENTS WERE NOT CHECKED, the undersigned business, by attachment to this form, shall submit information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR QUALIFICATIONS OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, IF ONE IS ENTERED INTO.

COMPANY OR INDIVIDUAL NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE, IF A COMPANY

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EXHIBIT F

CONFIRMATION OF DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement on behalf of _____,
I certify that _____ complies fully with the above requirements.

Authorized Representative's Signature

Date

Name:

Position: