

City of Starke
Request for Qualifications for
Professional Engineering Services

Executive Summary:

The purpose of this solicitation is to receive responses from qualified respondents pursuant to Florida Statute 287.055 (the Consultant's Competitive Negotiation Act or CCNA) to provide on-call civil engineer professional services to the City of Starke. Upon the completion of the response review process, the City intends to enter direct negotiations with the most qualified respondent.

The City reserves the right to make multiple continuing contract awards if deemed appropriate considering anticipated workload or other factors. The negotiated price schedule will become part of this contract and the price will be utilized for future jobs.

Scope of Services:

The City is seeking to engage the services of one or more Professional Engineering consulting firms with capabilities in various civil engineering disciplines including, but not limited to:

- Wastewater collection, conveyance, and treatment
- Drinking water treatment, pumping, distribution and storage
- Storm water planning, collection, conveyance, and treatment
- Transportation planning and engineering support
- Economic Development strategic planning and engineering support
- Community Development strategic planning and engineering support
- Funding and grant support associated with the above services.

The selected consultant(s) would address the immediate needs, short-term needs, and long-term needs for capital projects for the City's drinking water, wastewater, reclaimed water, stormwater assets and systems, transportation, economic development and community development. Assignments under this contract could have duration periods of a few days to multi-year assignments depending on the services requested by the City. Specific duties to be performed may include:

- Condition Assessment, Planning, Design, Permitting, and Estimating Probable Construction Costs; Bid Document Preparation, Bidding Assistance, Construction Management, Oversight, and Inspection (either full-time or part-time as necessary); As built and Operation and Maintenance Plan Preparation for various public infrastructure improvement projects.
- Engineering peer review of plans and documents for private site developments and/or subdivisions, including offsite improvements in connection with private site developments and/or subdivisions.

- Strategic planning, technical planning and financial planning to address economic and community development needs.
- Modeling, mapping, and GIS data conversion. Conversion of As-Built drawings to electronic format.
- Identification, Development, and Preparation of local, state, and federal grant applications to fund capital projects.
- Implementation of work funded under grant and loan programs, and administration of work to comply with the terms of grant and loan agreements, including those originating with, but not limited to: U.S. Environmental Protection Agency (EPA), U.S. Economic Development Administration (EDA), Federal Emergency Management Agency (FEMA), Florida Division of Emergency Management (FDEM), Florida Department of Economic Opportunity (FDEO), and Florida Department of Environmental Protection (FDEP).
- Other Professional Engineering Services

The City is seeking one (1) planning/engineering firm to provide these services, however, the City does reserve the right to award to more than one (1) firm should it be determined that such multiple award is beneficial to the City. In the case of award to multiple firms, work shall be issued to individual firms at the discretion of the City.

Submittals:

Interested firms should state their interest in this project by submitting sealed package marked “RFQ for Continuing Consultant Engineering Services and Capital Project Delivery including four (4) complete sets (**one (1) Marked “Original”** and three (3) copies of the following:

- Letter of interest and understanding on Firm stationary
- Description of Firm to include the following:
 - Legal name, years in business, officers, staff size, and staff breakdown by classification;
 - List of example projects, facilities or design work completed within the last ten years, with dates of completion, size of projects, project cost, name of project lead, addresses, contact persons, and telephone numbers;
 - Resumes of all persons who will be working on any selected project;
 - Table of organization proposed by the firm
 - Photographs of completed public and/or private projects where the firm has been principle consultant;
 - Statements of professional and general liability insurance, as required by the City;
 - Firm brochures and business cards of persons to be assigned;
 - List of legal actions brought against the firm within the last ten years.
 - If applicable, proof of the Firm's certification as a minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985.

INDEMNIFICATION REQUIREMENTS: The Consultant shall indemnify and hold harmless the City and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the

negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the contract.

INSURANCE REQUIREMENTS: The consultant(s) shall procure and maintain during the term of the continuing contract, insurance of the types and in the minimum amounts stated below.

<u>Coverages</u>	<u>Schedule Minimums</u>
A. Workers’ Compensation Florida <i>Statutory Coverage and Employer’s Liability (including Appropriate Federal Acts)</i>	\$100,000 – each accident \$100,000 – each employee \$500,000 – policy limit for disease
B. Comprehensive General Liability	\$1,000,000 – bodily injury each occurrence \$1,000,000 – bodily injury aggregate \$1,000,000 – property damage each occurrence \$1,000,000 – property damage aggregate
C. Products – Completed Operations	\$1,000,000 – aggregate
D. Business Auto Liability <i>(All autos – owned, hired or used)</i>	Same as Comprehensive General Liability
E. Professional Liability Liability	Same as Comprehensive General
F. Excess or Umbrella Liability	Optional

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 City, evidencing the maintenance of said insurance shall be furnished to the City’s construction project manager. The certificates shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until fifteen (15) days after receipt of written notice by the City. **All coverages shall name the City as “additional insured.”**

Receipt of certificates or other documents of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required will not constitute a waiver of the successful respondent(s)’ obligation to fulfill the insurance

requirements herein.

Mail or Deliver completed responses to:

**City of Starke
Attn: Jimmy V. Crosby Jr. City Clerk
209 N Thompson Street
Starke FL, 32091**

Tentative Project Schedule:

- a. Release date of RFQ – March 22, 2023
- b. Due date of RFQ – April 5, 2023
- c. Review of Submissions – April 7, 2023
- d. City Commission Action – April 11, 2023
- e. Competitive Negotiation – April 12, 2023
- f. Contract Approval – April 18, 2023

Certified by City and Process:

If the Firm submits the required documentation, the City Manager will certify the Firm.

All proposals must be received not later than 4:00 pm local time April 5, 2023. The City assumes no responsibility for responses received after the stated time and date, or at any office or location other than that specified herein, whether due to mail delays, courier mistakes, mishandling or any other reason. A proposal will not be considered for award if received after the official closing date and time. The City Manager will be the official timekeeper and have final say as to the cut-off on acceptance of packages.

All proposals that have been timely received by the City will be formally opened and accepted for consideration 2:00 pm April 7, 2023 at City Hall, 209 N Thompson Street Starke, Florida. The names of the firms submitting proposals will be read aloud and recorded.

Openness of Procurement Process:

Written response, other submissions, correspondence, and all records made thereof, as well as negotiations conducted pursuant to this request, shall be handled in compliance with Chapters 119, 286 and 287, Florida Statutes. The City gives no assurance as to the confidentiality of any portion of the qualifications once submitted.

Retention and Disposal of Response:

The City reserves the right to retain all submitted responses for official record purposes. The City also reserves the right to dispose of any or all copies of responses in whatever manner it deems appropriate. No copies of responses will be returned to the firm.

Errors and Omissions:

Once a response is presented, the City shall not accept any requests by any firm to correct errors or omissions in any calculations submitted.

Reserved Right:

The City reserves the right to accept or reject any and/or all submissions/proposals, to negotiate separately with competing proposers, to waive irregularities and technicalities, and to request resubmission. Any sole response received the first submission date may or may not be rejected by the City depending on available competition and timely needs of the City. The City shall be the sole judge of the submission/proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final. Also, the City reserves the right to make such investigation, as it deems necessary to determine the ability of any responder to perform the work or service requested. The responder shall provide information to the City it deems necessary to make this determination.

Conflict of Interest:

Any prospective firm should make an affirmative statement in its proposals to the effect that, to its knowledge, its retention would not result in a conflict of interest with any party. Alternatively, should any potential conflict exist, the prospective firm should specify the potential conflict, and the means proposed to resolve such conflict.

Right to Protest:

Protests shall be filed with the City Clerk within ten (10) days of the announcement of the short-list. Such protest shall be in writing, shall state the grounds on which it is based, shall include all pertinent documents and evidence. No protest shall be accepted unless it complies with the requirements of this section. The written dispute shall be sent via certified mail or delivered in person to Jimmy V. Crosby, ADDRESS 209 N Thompson Street Starke, FL 32091, who shall review the written dispute and render a decision which shall be considered final.

No Collusion:

By offering a submission to the RFQ, the responder certifies, and in the case of a joint submission/proposal each party thereto certifies as to its own organization, that in connection with the submission/proposal:

- a. No attempt has been made or will be made by the responder to induce any other person or firm to submit or not to submit a submission/proposal for the purpose of restricting competition; and
- b. The only person(s) or principal(s) interested in this submission/proposal are named therein and that no person other than those therein mentioned has/have any interest in this submission/proposal or in the agreement to be entered into; and
- c. No person or agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or established commercial agencies maintained by the purchaser for the purpose of doing business.

PUBLIC ENTITY CRIMES REQUIREMENT: 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, proposal or a response 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, and may not transact business with any public entity in excess of the threshold amount provided in SECTION 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

PUBLIC RECORDS PROVISIONS FOR ALL CONTRACTS AND AMENDMENTS: All contracts awarded to Consultants arising from this RFQ shall contain a provision complying with s.119.0701, F.S., which requires a public agency contracting for services to include in such contract a statement providing the contact information of the public agency's custodian of public records; prescribes the form of the statement; and sets forth required provisions in a public agency contract for services regarding a contractor's compliance with public records laws

Multiple Firm Teams:

Multiple firm or joint venture teams must clearly identify the roles and responsibilities of the proposed participants.

Selection Process:

The City Review Committee may consist of representatives from Planning Department, the City Clerk, and City Manager and will review the RFQ submittals. Firm(s) selected may enter negotiations or interviews and will be notified. Those firms not selected will also be notified. Should the City receive fewer than two submittals, the City may elect to either reject all submittals and reinitiate procurement or proceed with the submittals received.

The qualification packages will be reviewed and evaluated in accordance with the following criteria:

- Firm’s Qualifications (20 Points)
- Firm’s Experience and Past Performance in Starke (25 Points)
- Firm’s Resources (20 Points)
- Firm’s Finance Experience (20 Points)
- Firm’s Current Workload (10 Points)
- Firm’s Office Location (5 Points)

The selected firms will be short-listed and given advance notice to prepare for an interview, to be held in the City before the Review Committee. The Review Committee will then submit a recommended order of preference to the City Council at the next City Council meeting. The City will then engage in competitive negotiation as provided by the CCNA based on the approved order of preference.

Conditions:

The City reserves the right to accept and /or reject any or all proposals; to waive any irregularity, variance, or formality whether technical or substantial in nature; and to negotiate with all qualified Firms in keeping with the best interests of the City. An award resulting from this request shall be awarded to the Firm whose proposal is determined to be most advantageous to the City of Starke.

Items which the Review Committee will consider and weigh during the selection process are: availability of the Firm, successful experience with other projects to include but not limited to: successful grant securing, implementation techniques, completeness of response to the RFQ, and qualifications of key personnel to be assigned to projects.

Cancellation:

- a) The City of Starke reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to cancel or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified.
- b) Failure of the contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of The City of Starke.
- c) In addition to all other legal remedies available to The City of Starke. The City of Starke reserves the right to cancel and obtain from another source any items/services which have not been delivered within the period of time stated in proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by The City of Starke.
- d) In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate on the last day of current fiscal period without penalty or expense to the City.

General Terms and Conditions:

- a) All responses become the property of the City of Starke.
- b) The City will not reimburse the respondent for any costs associated with the preparation, submittal, or presentation of their responses to this request.
- c) The respondent acknowledges that all information contained within its response is part of the public domain as defined by State of Florida Sunshine and Public Records Laws. The City gives no assurance as to confidentiality of any portion of any proposal once submitted.
- d) The awards made pursuant to this RFQ are subject to the provisions of Chapter 112, Part III, Florida Statutes. All respondents must disclose with their responses the name of an officer, director, owner, or agent who is an employee of the City of Starke.
- e) Respondents, their agents, and associates shall refrain from contacting or soliciting any City official regarding the RFQ during the selection process. Failure to comply with this provision may result in disqualification of the respondent, at the option of the City. Only Russell A. Mullins, City Manager may be contacted.
- f) There shall be no discrimination as to race, sex, color, creed, handicaps, or national origin in the operations conducted under this engagement.
- g) Due care and diligence have been exercised in the preparation of the RFQ, and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the services rests solely with those making responses. Neither the City nor its representatives shall be responsible for any error or omission in this response, nor for the failure on the part of the respondents to determine the full extent of the exposures.
- h) Preference will be given to those responses in full or substantially full compliance with the requested information in this document.
- i) Each respondent is responsible for full and complete compliance with all laws, rules, and regulations including those of the Federal Government, the State of Florida, and the City of Starke. Failure or inability on the part of the respondent to have complete knowledge and intent to comply with such laws, rules, and regulations shall not relieve any respondent from its obligation to honor its response and to perform completely in accordance with it response.
- j) Any interpretation, clarification, correction, or change to the RFQ will be made by written addendum issued by the City Manager. Any oral or other type of communication concerning the RFQ shall not be binding unless issued by the City in the form of an addendum.
- k) Responses must be signed by an individual or the respondent's organization legally authorized to commit the respondent's organization to the performance of services contemplated by this RFQ.

- l) The successful respondent shall be required to submit proof of licenses, certification, and proofs of insurance as required by the City.
- m) The successful respondent shall not be allowed to substitute project team members named in this response without written permission of the City.