



RFQ 21/22-12

REQUEST FOR QUALIFICATIONS

**PROFESSIONAL ENGINEERING CONSULTANT SERVICES
FOR VULNERABILITY ASSESSMENT**

CITY OF LYNN HAVEN, FLORIDA

CITY OF LYNN HAVEN
901C OHIO AVENUE
LYNN HAVEN, FL 32444
PHONE: (850) 265-2121

Bid Opening Date: July 25th, 2022 at 2:00 P.M. CST

ADVERTISEMENT

Pursuant to the City Code, The City of Lynn Haven, Florida (the “City”) invites sealed bids for RFQ Number 21/22-12 for “**Professional Engineering Consultant Services for Vulnerability Assessment**” for purposes of conducting a critical asset inventory, exposure analysis, peril of flood comprehensive plan amendments, sensitivity analysis, and other GIS and/or data modeling and data analysis related to the project, as well as to provide overall project management. Sealed bids will be accepted at the Lynn Haven Temporary City Hall located at 901C Ohio Avenue, Lynn Haven, Florida, 32444, between the hours of 7:30 a.m. until 4:30 p.m., Monday through Friday until **Monday, July 25th, 2022** at 2:00 P.M. CST and then referenced to the City staff for legal, administrative and technical sufficiency prior to the award of bid by the City. No bids will be accepted after this date or time. All bid documents may be obtained off the City’s website at www.cityoflynnhaven.com. Proposals received after this time will be rejected.

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RFQ NUMBER 21/22-12
REQUEST FOR QUALIFICATIONS
ENGINEERING CONSULTANT SERVICES FOR VULNERABILITY ASSESSMENT
BID OPENING July 25th, 2022 2:00 P.M. CST.

The City of Lynn Haven (the “City”) has received grant funding from the Florida Department of Environmental Protection and is currently seeking RFQs from companies qualified to perform a city-wide Vulnerability Assessment. Conducted services may include – but are not limited to – one or more of the following items:

1. Task 1 - Critical asset inventory
 - a. Critical and regional asset inventory - included w/ write ups
 - b. Data request and gap analysis
 - c. comprehensive GIS data review w/ recommendations
2. Task 2 - VA Exposure Analysis
 - a. Flood risk maps (SLR+HTF) w/ explainer write up
3. Task 3 - VA Sensitivity Analysis
 - a. Infrastructure risk map series w/ explainer write up
4. Task 4 – GIS services
 - a. final deliverables w/ meta data
 - i. Flood depth rasters
 - ii. ArcGIS Pro project files
 - iii. Organized project geodatabase
 - iv. Metadata production for delivered geodata
5. Task 5 – modeling/data analysis
 - a. flood modeling & impact assessments for exposure/sensitivity
 - i. HTF and SLR flood projections
 - ii. Map environment set up
 - iii. Impact modeling
6. Task 6 – Peril of Flood Comprehensive Plan Amendments
 - a. Per F.S. s. 380.093 (3) – Resilient Florida Grant Program, s. 380.093(3)(d): A vulnerability assessment conducted pursuant to paragraph (b) must include all of the following, if applicable: 1. Peril of flood comprehensive plan amendments that address the requirements of s. [163.3178\(2\)\(f\)](#), if the county or municipality is subject to such requirements and has not complied with such requirements as determined by the Department of Economic Opportunity.

PART I GENERAL INFORMATION

1.1. PURPOSE

Intent: The intent of this request for proposal (RFQ) is to provide proposers with sufficient information to prepare a proposal for a contract to conduct a vulnerability assessment for the City of Lynn Haven. The City of Lynn Haven, Florida (hereinafter referred to as the “City”) is requesting proposals from qualified firms of certified engineers to perform vulnerability assessment services as described in Section IV. Experience in every phase of grant administration is highly desirable. The firm will perform these services in full compliance with all Federal, State, and local Rules and Regulations.

There is no expressed or implied obligation for the City of Lynn Haven to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

Throughout this document, Firm, Team, Vendor, Respondent, Proposer, Service Provider, Qualifier, Contractor and Supplier may be used interchangeably and references the organization submitting a response to this Request for Qualifications.

1.2. OBJECTIVE

The primary objective of the Request for Proposals (RFQ) is the selection and ranking of the most qualified and experienced proposer to provide Engineering Services.

1.3. ISSUING OFFICE

The contracting agency shall be the City of Lynn Haven, 901C Ohio Avenue, Lynn Haven, FL 32444.

1.4. ADVERTISING

Pursuant to City Code, the City shall advertise in a newspaper or general circulation published within Bay County inviting sealed bids for goods or services in excess of \$35,000. A copy of the advertisement is incorporated into this Request for Proposal process. Further copies of the advertisement and specifications may be provided to known and recognized vendors capable of providing the materials and services unique to the bid process.

1.5. REJECTION OF QUALIFICATIONS OR DISQUALIFICATION

The City reserves the right to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project from the most responsive and responsible proposer.

- A. The City may reject submittals if:
- The Proposer mistakes or conceals any material face in the submittal, or if,

- The submittal does not strictly conform to the law or requirements of the submittal; or if,
 - The submittal is conditional, except that the Proposer may qualify his/her submittal for acceptance by the City on an “all or none” basis, or a “low term” basis. An “all or none” basis must include all items upon which submittals are invited.
 - Failure to use the Qualification form(s) furnished by the City; if applicable.
 - Lack of signature by an authorized representative of qualifier.
 - Failure to properly complete the qualification.
 - Failure to meet the mandatory requirements of this request for qualification; and/or
 - Evidence of collusion among qualifiers.
- B. The City may, however, reject all submittals whenever it is deemed in the best interest of the City to do so, and may reject any part of a submittal unless the submittal has been qualified as provided in 1.5.A above.
- C. The City reserves the right to waive any minor irregularity, technicality, or omission if the City determines that doing so will serve the City’s best interests. The city may reject any response not submitted in the manner specified by the solicitation documents.
- D. The City reserves the right to award a contract to the next most qualified proposer if a successful proposer does not execute a contract within thirty (30) days after approval of the selection by the City.
- E. The City reserves the right to cancel a solicitation at any time prior to approval of the award by the City.
- F. Proposals will not be considered from vendors who are currently involved in official reorganization or bankruptcy proceedings.

1.6. LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS

Proposers shall comply with local, state, and federal directives, orders and laws as applicable to this RFQ and subsequent contract(s) including but not limited to:

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246, as applicable to this RFQ and subsequent contract(s).
- B. Minority Business Enterprise (MBE), as applicable to this RFQ and subsequent contract(s).

C. Occupational Safety and Health Act (OSHA), as applicable to this RFQ and subsequent contract(s).

1.7. VARIANCE IN CONDITIONS

Any and all Special Conditions and Specifications hereto which vary from the General Conditions shall have precedence.

1.8. COMPETITIVENESS, INTEGRITY, INQUIRIES AND ADDENDA

To prevent biased evaluations and to preserve the competitiveness and integrity of the procurement, vendors shall not contact any City of Lynn Haven personnel regarding this RFQ, evaluation or selection process from the time the RFQ is issued until the time a notification of intent to award is announced, without the express permission of the City Manager. Qualifiers are to direct all communications regarding this request for qualification to the Administrative and Support Services, unless otherwise specifically noted. Do not contact the requesting department. Attempts by offering firms to circumvent this requirement will be viewed negatively and may result in rejection of the bid/proposal of the firm found to be in non-compliance. All questions regarding this Request for Qualification must be submitted by **Friday, July 22nd, 2022**, at 1:00 p.m. in writing to:

Micaylee Clayton
Grants & Contracts Manager
E-mail: mclayton@cityoflynnhaven.com

All questions submitted in writing prior to the deadline will be compiled and the answers forwarded in writing to all firms via addendum. No inquiries except clarification of instructions will be addressed by telephone. Qualifier is advised to carefully review this Request for Qualifications; it provides specific information necessary to aid participating firms in formulating a thorough response. Qualifier's failure to examine all documents shall not entitle the qualifier to any relief from the conditions imposed in the Request for Qualifications and the resultant contract.

1.9. WITHDRAWAL OF PROPOSAL

Proposals may be withdrawn prior to the time set for bid opening. Such requests must be in writing and mailed or hand delivered to the address rendered herein.

1.10. LATE PROPOSALS OR MODIFICATIONS

A. Proposals and modifications received after the time set for the bid opening will not be considered.

- B. Modifications in writing received prior to the time set for bid opening will be accepted and considered.

1.11. PROPOSER RESPONSIBILITIES

The selected proposer shall be required to assume responsibility for all services offered in his proposal. The selected proposer shall be the sole point of contact with regard to contractual matters including payments and work product resulting from the contract.

1.12. DISCLOSURE

All information submitted in response to this RFQ shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

All information submitted in response to this RFQ shall become part of the final contract between the City and the Proposer.

1.13. METHOD OF PAYMENT

Payment shall be made within 30 days after satisfactory delivery of services and submission of a valid invoice to the City of Lynn Haven, Accounts Payable, 901C Ohio Avenue, Lynn Haven, FL 32444. Partial billing will not be accepted.

1.14. COLLUSION

The proposer, by affixing his/her signature to the bid form agrees to the following: “Proposer certifies that his/her submittal is made without previous understanding, agreement, or connection with any person, firm, or corporation making a submittal for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action”.

1.15. APPROPRIATIONS CLAUSE

If the contract extends beyond the current fiscal year, which ends on September 30th, the contract shall be contingent upon the availability of funds appropriated for such purposes in the City’s annual budget for the next succeeding fiscal year.

1.16. PUBLIC ENTITY CRIME INFORMATION

A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit a bid on a contract to provide any goods or services to a

public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a consultant, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Execution and submittal of the Public Entity Crimes Statement shall accompany the Bid Form.

1.17. DISCRIMINATION CLAUSE

The proposer shall not discriminate against any person because of race, color, national origin, age, sex, or religion. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a consultant, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.18. PUBLIC RECORDS:

To the extent required by law the Proposer shall comply with the Florida Public Records laws expressed in Chapter 119, Florida Statutes (2017), specifically including to:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the consultant does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the consultant or keep and maintain public records required by the public agency to perform the service. If the consultant transfers all public records to the public agency upon completion of the contract, the consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records

disclosure requirements. If the consultant keeps and maintains public records upon completion of the contract, the consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

E. REQUEST FOR RECORDS; NONCOMPLIANCE. —

- a) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the consultant of the request, and the consultant must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- b) If a consultant does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- c) A consultant who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under S. 119.10.

F. CIVIL ACTION. —

- a) If a civil action is filed against a consultant to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the consultant the reasonable costs of enforcement, including reasonable attorney fees, if:
 - i. The court determines that the consultant unlawfully refused to comply with the public records request within a reasonable time; and
 - ii. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the consultant has not complied with the request, to the public agency and to the consultant.
- b) A notice complies with subparagraph (a)2. If it is sent to the public agency's custodian of public records and to the consultant at the consultant's address listed on its contract with the public agency or to the consultant's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global

Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

- c) A consultant who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY MANAGER, AT 850-265-2121, 901C OHIO AVENUE, LYNN HAVEN, FL, 32444 OR Vgainer@cityoflynnhaven.com.

1.19. CERTIFICATES OF INSURANCE REQUIRED

Award of a contract shall require general liability insurance in the amount of \$1,000,000 with \$2,000,000 aggregate limit, automobile liability insurance in the amount of \$1,000,000, workers' compensation insurance in the amount of \$1,000,000. Certificates of insurance shall be made payable to the City of Lynn Haven and delivered upon execution of a contract.

1.20. INDEMNIFICATION

To the maximum extent permitted by Florida law, Proposers shall indemnify and hold harmless the City and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Bid, any Agreement resulting from this Bid, or any of the Contract Documents from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Proposer or anyone employed or utilized by the Proposer in the performance of this Bid, any Agreement resulting from this bid, or any of the Contract Documents.

Proposers' obligation to indemnify and hold harmless shall survive the expiration or earlier termination of this Bid, any Agreement resulting from this Bid, or the Contract Documents until it determined by final judgment that an action against the City or an indemnified party for the matter indemnified hereunder is full and finally barred by the applicable statute of limitations.

1.21. TERMINATION FOR CAUSE OR CONVENIENCE

The City may terminate the contract resulting from this bid for Convenience or Cause. In either case, all notices of termination shall be hand delivered or sent via U.S. Mail – Certified Mail – Return Receipt Requested. Upon termination, the Consultant shall promptly deliver to the City all data, drawings, report specifications, summaries, and other such information, as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.

- Termination for Convenience. The City may terminate the contract resulting from this bid at any time for any reason by giving at least thirty (30) days written notice of termination. The City shall pay for all eligible work performed to the date of termination upon receipt of a valid invoice.

- Termination of Cause. If the Consultant fails to comply with any of the terms and conditions of the contract resulting from this bid, the City may give notice, in writing, to the Consultant of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, the City may, with no further notice, declare the contract to be terminated. The Consultant will thereafter be entitled to receive payment for those services reasonable performed to the date of termination, less the amount of reasonable damages suffered by the City by reason or the Consultant's failure to comply with the contract.
 - Notwithstanding the above, the Consultant is not relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the consultant and the City may withhold any payments to the Consultant for the purpose of setoff until such time the amount of damages due to the City from the Consultant is determined.

Failure of the Consultant to comply with these provisions shall constitute grounds for the City to immediately terminate the Contract for cause and declare the Consultant to be non-responsible for bidding or proposing on future contract for one year from the date the City notifies the Consultant of such non-compliance.

1.22. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and holidays, any employee or officer of the executive or legislative branch concerning any aspect of

this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

1.23. PROJECTED TIMELINE – (Dates are subject to change)

Distribution/advertisement of RFQ	07/10/22 & 07/13/22
RFQ Responses Due/Bid Opening	July 25, 2022 @ 2:00 P.M. CST
Audit Committee Review Proposals	TBD
Audit Committee Results	TBD
Oral Presentations (if required by the City)	TBA if needed
Commission to Approve Award of Contract	TBD or by Special Meeting

PART II INFORMATION REQUIRED FROM PROPOSERS

2.1. PROPOSAL FORMAT, DELIVERY AND CONTENT

All proposals shall be in **spiral binding, soft covered presentation binder, or stapled in the upper left-hand corner** with all pages 8.5” x 11”. **Please do not submit hard covered binders.**

One (1) original and seven (7) copies and one (1) digital copy in USB or CD form of the proposal shall be required with the original signed by a company official with the power to bind the company in its proposal and shall be completely responsive to the RFQ for consideration. The original shall be clearly marked as “Original”.

All proposals shall be in **spiral binding, soft covered presentation binder, or stapled in the upper left-hand corner** with all pages 8.5” x 11”. **Please do not submit hard covered binders.**

Qualifications may be submitted by mail or hand delivery and must be submitted to the City of Lynn Haven. If hand deliver, the qualifier must deliver to the reception desk at Lynn Haven City Hall. The delivery and mailing instructions are the following:

Bids and changes thereto shall be enclosed in sealed envelopes addressed to the City of Lynn Haven, Attention: Department of Administrative and Support Services, 901C Ohio Avenue, Lynn Haven, Florida 32444, or hand delivered.

Proposals shall be sealed and labeled as follows:

RFQ No. 21/22-12
Date and Time of Opening – July 25, 2022 – 2:00 PM CST
Engineering Consultant Services for Vulnerability Assessment
Name and Address of Proposer

Qualifications will not be accepted by facsimile transmission or by electronic mail (email) unless superseded by instructions within the Special Provisions of this solicitation. Qualifications must be received on or before the deadline for the opening of the qualifications. For clarity, mailing date/postmark is not sufficient – proposals must be received on or before the deadline. Late proposals will not be accepted and will be returned to the qualifier unopened until the specified time for opening.

The City's Administrative & Support Services Department will accept proposals from 7:30 a.m. to 4:30 p.m. on each business day up to the submission deadline. Business days do not include Saturdays and Sundays, and do not include other days in which the City is closed for business in observance of holiday or for other reasons. The package will be time stamped by the City and it shall be the official time-clock for the purposes of this solicitation and thus shall be the determinant of whether the qualification was timely received.

2.2. QUALIFICATION PACKAGE

All proposers shall provide a straightforward and concise description of their ability to meet the RFQ requirements. The City discourages overly lengthy and costly proposals. However, in order for the City to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide all of the information requested in the following order, **each section organized with tabs.**

2.3. PROPOSAL FORM

Each proposer must complete and submit the Bid Form included herein. The price will be evaluated on the rates submitted. Rates shall include all equipment, labor, materials, freight, required insurance, overhead, profit, etc. to cover the finished product. No taxes will be added to the rates quoted.

All information required by the bid forms shall be furnished. The proposer shall print or type his/her name and manually sign the bid proposal form and each continuation sheet on which an entry is made.

Use additional page(s) to list fees associated with other services your firm offers that you feel may be beneficial to the City.

Any deviation from this RFQ will be considered non-responsive.

2.4. SUBMITTAL REQUIREMENTS:

An evaluation committee comprised of City of Lynn Haven staff will review and evaluate the Statements of Qualifications and will select the most highly qualified provider of the services requested on the basis of demonstrated competence and qualifications. Selected vendors may be expected to make a presentation to, or interview with, the evaluation committee and/or the City Commission. The City reserves the right to select more than one (1) firm.

Each proposal must contain the following documents and forms required by Sections 2.4.1-2.4.5 (as applicable)

2.4.1. CONTENT OF QUALIFICATIONS AND EXPERIENCE REQUIREMENTS:

a) Title Page:

Include a title page showing the RFQ subject, name of the firm, address, telephone number, name of the contact person, email address, and the date submitted.

b) Table of Contents:

The Table of Contents providing a clear identification of the material by section and by page number.

c) Proposal Letter:

Provide a letter of interest and introduction. Briefly describe your firm. Include the name, address, email address, and phone number of the contact person as well as a summary of your understanding of the scope of services and overall approach to the scope of services. The letter should be signed by an officer of the firm authorized to bind the firm to all commitments made in the proposal (one-page maximum).

d) Narrative:

The proposer shall complete and submit Form RFQ-PN for this section of its proposal. Provide a brief overview of the Proposer's firm and why the Proposer is the most qualified for this project. This section should include a statement describing the firm's understanding of the services sought by the City of Lynn Haven.

e) Qualifications of the Firm:

Firm's background and experience. In this, describe your firm's organizational structure, the size and scope of the Firm's overall qualified Vulnerability Assessment personnel. This section should also include:

- i. The number of years your firm has been in business
- ii. Indicate any other names your firm has been known by
- iii. Include your firm's website
- iv. List five (5) examples of comparable work performed
- v. List your firm's current and most recent clients
- vi. List your firm's office locations and state whether the firm is local, regional, or national.

- vii. List the location of the office from which the work is to be done and the number of personnel in that office who would be working on this project.
- viii. List any background information you feel necessary for the City to base their decision on.

2.4.2. KEY PROJECT PERSONNEL

The proposer must be able to provide sufficient staff to meet the RFQ requirements and must indicate the capabilities and experience of personnel directly assigned to this project via the following:

a) Resumes of Key Personnel:

Provide professional resumes and bios of all personnel and their responsibilities for the duration of the contract. Identify the partners, managers and supervisors who will work on the project, including staff from other than the local office, if necessary. Resumes should include – but are not limited to – education, certifications and licensing, and past projects, particularly with related experience to this project. Administrative staff shall be included in this section as well.

b) Organization Chart:

Provide an organization chart of the firm’s employees.

c) Project Experience:

Include a list of previous projects, similar in size and capacity, in which each team member has played a significant role.

2.5. QUALITY ASSURANCE

Proposers must describe how it verifies that staff adequately performs work for delivery of the service(s) described under this RFQ. Also, include who within your company inspects, approves, and verifies delivery of service(s) and how corrective actions with staff are implemented.

2.6. RESPONSIVENESS TO RFQ

Proposals shall include the complete name and address of their firm and the name, mailing address, e-mail address, and telephone number of the person the City should contact regarding the proposal.

Proposers shall confirm that the firm will comply with all of the provisions in this RFQ and that the firm is not currently involved in official reorganization or bankruptcy proceedings.

Proposals shall be signed by a company officer empowered to bind the company. A proposer’s failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

2.7. INSURANCE AND LICENSING

Include in your proposal the following statements:

- A. **Municipal license and State registration** – Proposers must provide a statement with the understanding if the proposer is awarded the contract that they must provide a copy of their Business License/tax receipt within 48 hours after the notification of the intent to award contract. **Failure to produce these documents within the allotted time frame will disqualify proposer.**

- B. **Workers’ Compensation** – The proposer shall purchase and maintain worker’s compensation insurance for all workers’ compensation obligation imposed by state law and employers’ liability limits of at least \$1,000,000 each accident. Proposer must provide a statement with the understanding if the proposer is awarded the contract that they must provide proof of workers’ compensation insurance coverage within 48 hours after the notification of the intent to award contract. **Failure to produce these documents within the allotted time frame will disqualify proposer.** If requested by the City, consultant shall provide to the City an Affidavit stating that it meets all the requirements of Florida Statue 440.02 (15) (d).

- o **Workers’ Compensation Insurance Coverage:**

\$1,000,000	Limit Each Accident
\$1,000,000	Limit Disease Aggregate
\$1,000,000	Limit Disease Each Employee

- C. **Commercial General Liability** – The proposer shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall not be less than \$1,000,000, per occurrence, with a \$2,000,000 aggregate. Proposer must provide statement with the understanding if the proposer is awarded the contract that they must provide proof of commercial general liability insurance within 48 hours after the notification of the intent to award contract. **Failure to produce these documents within the allotted time frame will disqualify proposer.**

- o **Commercial General Liability**

Bodily Injury, Property Damage & Personal Injury Liability	\$1,000,000 Combined Single Limit Each Occurrence, and
	\$2,000,000 Aggregate Limit

D. **Business Automobile Liability** – The proposer shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000, per occurrence, Combined Single Limits (CSL) or its equivalent. Proposer must provide statement with the understanding if the proposer is awarded the contract that they must provide proof of automobile liability insurance within 48 hours after the notification of the intent to award contract. **Failure to produce these documents within the allotted time frame will disqualify proposer.**

o **Business Automobile Liability Coverage**

Bodily Injury & Property Damage	\$1,000,000 Combined Single Limit Each Occurrence
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2.8. REQUIRED FORMS

The following forms located in Section V must be included in your proposal:

- Proposal Form
- Signed and completed Drug-Free Work Place Form
- Signed and completed Public Entity Crime Statement
- Signed and completed Anti-Collusion Statement
- Signed and completed Conflict of Interest Statement

PART III EVALUATION CRITERIA

3.1. SELECTION:

The award of the contract shall be made to the responsible proposer whose Qualifications are determined to be the most favorable offer best meeting the needs of the City resulting from negotiation, taking into consideration the relative importance of the evaluation as set forth in the Request for Qualifications. The Selection Committee will rank the proposals and recommend the highest ranked proposal to the Commission. Upon approval of a proposal by the Commission, it is anticipated the City will enter into an agreement with the selected firm.

3.2. GUIDELINES FOR PROPOSAL EVALUATION:

The City will consider Proposers that are responsive and responsible by providing accurate information as delineated (see Section 2.4, “Submittal Requirements”, in this RFQ).

All submitted Proposals will be evaluated based on the information provided that is responsive to this RFQ. Evaluation criteria shall be applied in compliance with Section 287.055, Florida Statutes, and will include, but not be limited to, the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current and projected workloads of the firms

3.7 Per Florida Statute 287.055, in determining whether a firm is qualified, the agency factors to be considered include experience and qualifications of the company, experience and qualifications of assigned staff, approach and delivery of services, and whether the Proposer is a certified minority business enterprise.

The scoring of the Proposals by the Bid Review Committee will be based on a point total and not a percentage factor. The Bid Review Committee will evaluate and rank the Proposals received on the basis of the criteria and available points indicated below:

CRITERIA	MAXIMUM POINTS
Firm Qualifications - Qualifications of the firm; number of years firm has been in business; references/past performance; recent, current and projected workloads	40
Experience and Qualification of Assigned Staff - Staff experience, qualifications, and technical capabilities	30
Approach and Delivery of Services - Understanding the scope of work, ability to comply with the full scope of work, technical soundness of submission	25
Minority Business Enterprise - Current certification must be provided with response	5
TOTAL MAXIMUM POINTS	100

3.3. QUALIFICATION OPENING:

Only the names of Qualifiers will be read at the opening. The City Manager or designee will examine Qualifications promptly and thoroughly and verify all documents have accompanied the proposal. The proposals will be examined and then scored by the selection committee. The Qualifier with the highest number of points will be the apparent qualified proposer.

3.4. CITY OF LYNN HAVEN COMMISSION:

No contract is binding on the City’s behalf until it is properly placed on the Commission’s agenda, approved and fully executed by both parties.

3.5. PRICING:

This is a Request for Qualifications. Pricing will be negotiated with the successful qualified bidder(s). If pricing is not negotiable or not in the scope of the City's grant funds from the successful qualified bidder, the City has the right to move to the next qualified bidder.

3.6. AWARD OF QUALIFICATIONS:

The award will be made to the responsible Qualifier whose Qualification is determined to be the best evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Qualification. The proposed cost to the City's will be considered firm and cannot be altered after the submission deadline, unless the City's invokes its right to request a best and final offer.

Each Qualifier, by submitting a Qualification, agrees that if their Qualification is accepted by the Commission, such Qualifier will furnish all items and services upon which prices have been tendered and upon the terms and conditions in this Qualification and contract.

The consultant shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from the City. The consultant will perform all services indicated in the Qualification in compliance with this contract.

In determining and evaluating the best Qualification, the pricing may not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service

The City's reserves the right to reject any or all Qualifications in whole or in part received by reason of this RFQ and may discontinue its efforts under this RFQ for any reason or no reason or solely for the City's convenience at any time prior to actual execution of the contract by the City's.

A Qualifier whose Qualification does not meet the mandatory requirements set forth in this RFQ will be considered non-responsive.

The invitation to submit a Qualification which appears in the newspaper, or other authorized advertising mediums, these general provisions, the specifications which follow, the Qualification sheets, and any addenda issued are all considered part of the Qualification.

PART IV SCOPE OF Work

4.1. INTENT:

The City of Lynn Haven (the “City”) has received grant funding from the Florida Department of Environmental Protection and is currently seeking RFQs from companies qualified to perform a city-wide Vulnerability Assessment. Conducted services may include – but are not limited to – one or more of the following items:

1. Task 1 - Critical asset inventory
 - b. Critical and regional asset inventory - included w/ write ups
 - c. Data request and gap analysis
 - d. comprehensive GIS data review w/ recommendations
2. Task 2 - VA Exposure Analysis
 - a. Flood risk maps (SLR+HTF) w/ explainer write up
3. Task 3 - VA Sensitivity Analysis
 - a. Infrastructure risk map series w/ explainer write up
4. Task 4 – GIS services
 - a. final deliverables w/ meta data
 - i. Flood depth rasters
 - ii. ArcGIS Pro project files
 - iii. Organized project geodatabase
 - iv. Metadata production for delivered geodata
5. Task 5 – modeling/data analysis
 - a. flood modeling & impact assessments for exposure/sensitivity
 - i. HTF and SLR flood projections
 - ii. Map environment set up
 - iii. Impact modeling
6. Task 6 – Peril of Flood Comprehensive Plan Amendments
 - a. Per F.S. s. 380.093 (3) – Resilient Florida Grant Program, s. 380.093(3)(d): A vulnerability assessment conducted pursuant to paragraph (b) must include all of the following, if applicable: 1. Peril of flood comprehensive plan amendments that address the requirements of s. [163.3178\(2\)\(f\)](#), if the county or municipality is subject to such requirements and has not complied with such requirements as determined by the Department of Economic Opportunity.

4.1. DESCRIPTION AND BACKGROUND INFORMATION:

- Lynn Haven is a city in Bay County, Florida, United States, north of Panama City. The population was 20,910 at the 2020 census. It has the smaller population of the two principal cities of the Panama City – Lynn Haven Metropolitan Statistical Area.

According to the United States Census Bureau, the city has a total area of approximately 11.8 square miles. 10.4 square miles of it is land, and 1.4 square miles of it (11.90%) is water. As of the census of 2020, there were 20,910 people, 7,605 households, and 5,715 families residing in the city.

- The City provides a full range of services including public safety (law enforcement and fire), public works, public utilities, community services which includes, parks, grounds, recreation and animal control, economic environment, highways and streets and general administrative services. In addition, the City also operates a general fund and four (4) enterprise activities: Water, Sewer, Storm Water and Sanitation.

SECTION V REQUIRED FORMS

The following documents must be completed and returned with your proposal.

Please proceed to the next page for the Required Forms.

Proposal Form
RFQ 21/22-12
ENGINEERING CONSULANT SERVICES

DUNS Number _____

Florida State License Number _____

Federal Employer Identification Number _____

Bidder acknowledges receipt of the following Addendum:

No # _____ dated _____, 2022.

No # _____ dated _____, 2022.

No # _____ dated _____, 2022.

The following checklist is provided as a courtesy and may not be inclusive of all items required within this request for proposal.

One original, seven copies & digital copy of RFQ	YES	NO
List of References	YES	NO
Statement of Proof liability insurance	YES	NO
Statement of Proof of worker's compensation insurance	YES	NO
Statement of Proof of automobile insurance	YES	NO
Statement of Municipal license & State Registration	YES	NO
Drug-Free Workplace Form	YES	NO
Public Entity Crimes Statement	YES	NO
Anti-Collusion Statement	YES	NO
Conflict of Interest Statement	YES	NO

DATE

SIGNATURE OF AUTHORIZED
REPRESENTATIVE

=====

This form must be completed and returned with your proposal.

DRUG-FREE WORK PLACE FORM
RFQ 21/22-12
ENGINEERING CONSULTANT SERVICES

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ does:

(Name of Business)

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 proposed 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 five (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 the statement, I certify that this firm complies fully with the above requirements.

Firm

Authorized Signature

Date

Printed Name and Title

This form must be completed and returned with your proposal.

PUBLIC ENTITY CRIME STATEMENT

**RFQ 21/22-12
ENGINEERING CONSULTANT SERVICES**

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of Lynn Haven
(Print Name of the Public Entity)

by _____
(Print Individual's Name and Title)

for _____
(Print Name of Company Submitting Sworn Statement)

whose business
is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - A. A predecessor or successor of a person convicted of a public entity crime; or
 - B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn and subscribed before me this _____ day of _____, 20_____.

Personally known _____
(Notary Signature)

OR produced identification _____ Notary Public State of _____

_____ My commission expires: _____
(Type of Identification)

This form must be completed and returned with your proposal.

ANTI-COLLUSION STATEMENT

**RFQ 21/22-12
ENGINEERING CONSULTANT SERVICES**

The bidder by affixing his/her signature to this form agrees to the following: "Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

Company: _____

Street Address: _____

City, State & Zip Code: _____

Telephone: _____

Fax Number: _____

Contact Person: _____

Contact e-mail address: _____

Print Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Title: _____ Date: _____

This form must be completed and returned with your proposal.

an employee position or actively seeking an elected position with the City of Lynn Haven.

10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the City of Lynn Haven in writing.

Dated this _____ day of _____, 20_____.

(Affiant)

Typed Name of Affiant

Title

Sworn and subscribed before me this _____ day of _____, 20_____.

Personally known _____

(Notary)

OR produced identification _____ Notary Public State of _____

_____ My commission expires: _____

(Type of Identification)

This form must be completed and returned with your proposal.