

IRL Council



REQUEST FOR QUALIFICATIONS RFQ #2021-001

Comprehensive Conservation and Management Plan and IRL Restoration Project List Support Services



IRL COUNCIL
1235 Main St.
Sebastian, FL 32958

RFQ #2021-001

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Comprehensive Conservation and Management Plan and
IRL Restoration Project List Support Services

The IRL Council (Council) was established as an independent special district on February 24, 2015, via an inter-local agreement dated February 19, 2015. The Council was created under the authority of §163.01, Fla. Stat., and §189.012(3), Fla. Stat. Its operational area is within Brevard, Indian River, Martin, St. Lucie and Volusia counties. The Council is the local sponsor for the IRLNEP under the EPA's National Estuary Program.

In 2019, the IRL Council and IRLNEP adopted a ten-year Comprehensive Conservation and Management Plan (CCMP) that guides the IRLNEP and stakeholder restoration and stewardship activities. In addition to the CCMP, a preliminary IRL restoration project list was assembled to identify and classify IRL projects submitted by state, regional and local stakeholders and partners. At the time of this RFQ, over 1,000 projects are currently on the list ranging from general concepts to projects with significant planning, design and engineering efforts already completed.

The IRL Council is seeking Qualifications from qualified firms/companies who can demonstrate the following:

- Knowledge and previous experience assembling and prioritizing IRL restoration projects for IRLNEP and/or stakeholders and partners.
- Knowledge and previous experience working with the IRL Council on CCMP development and implementation.
- Demonstrated experience developing GIS-based story maps for projects.

The IRL Council will negotiate a service contract with one firm that will be for a one-year term (date of contract execution-September 30, 2021) and renewable for up to 5 years, contingent on satisfactory annual performance and availability of funding.

Interested firms may obtain a copy of the RFQ from the IRL Council website www.one.lagoon.org.

GENERAL INFORMATION

1. PROJECT OBJECTIVE

The IRL Council is seeking Qualifications from qualified and experienced firms or companies to provide Comprehensive Conservation and Management Plan and IRL Restoration Project List Support Services. A more detailed scope of services is attached and incorporated into this RFQ as **Exhibit "A"**.

2. SUBMITTAL OF QUALIFICATIONS

Interested firms are invited to submit a complete set of Qualifications for consideration. The Qualifications must address the items requested, clearly and concisely. The Council intends to negotiate a contract for the desired services upon selection of the Qualifications that best satisfy the evaluation criteria.

Time is of the essence and any Qualifications received after **5:00 pm January 29, 2021**, whether by electronic mail or otherwise will be disqualified from consideration. Qualifications shall be submitted by electronic mail to kolodny@irlcouncil.org. The Council will in no way be responsible for delays caused by any occurrence. Qualifications shall not be submitted and will not be accepted by courier, US mail, telephone, telegram, facsimile or in person. Respondents are responsible for insuring that their Qualifications are delivered and received by Council personnel by the deadline indicated. At the designated time and place, the Council's purchasing agent or designee will record the Qualifications for the record.

The Council reserves the right in its sole discretion to reject any or all Qualifications and/or to waive all nonmaterial, minor irregularities on any and all Qualifications. All costs and expenses, including reasonable attorney's fees, incurred by any Respondent in preparing and responding to this RFQ are the sole responsibility of the Respondent including without limitation any and all costs and fees related to a protest. The documents included or incorporated in this RFQ constitute the complete set of instructions, scope of work, specification requirements and forms. It is the responsibility of the Respondent to ensure that all pages are included. Therefore, all Respondents are advised to closely examine this RFQ. All Qualifications must be submitted in Portable Document Format (PDF) only. Signatures are required where indicated; failure to do so may be cause for rejection of the Qualifications.

3. CHANGES AND INTERPRETATIONS

Changes to this RFQ will be made by written addenda. A written addendum is the only official method whereby interpretation, clarification or additional information can be given. Addenda will be posted on the "Request For Proposals" section of the Council website: www.onelagoon.org.

All questions regarding this RFQ should be submitted in writing via e-mail to kolodny@irlcouncil.org and must be received no later than ten (10) calendar days prior to the due date for Qualifications. All questions will be answered via addenda. If a question is not answered, the Respondent should assume all relevant information is contained within this RFQ. The Council will attempt to not issue any addenda within three (3) business days of the due date of Qualifications; however, the Council reserves the right to issue any addenda at any time prior to the due date and time of Qualifications.

4. PROPERTY OF THE COUNCIL

All materials submitted in response to this RFQ become the property of the Council. The Council 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. No variances to this provision shall be accepted.

5. RFQ TIMETABLE

The anticipated schedule for this RFQ and contract approval is as follows:

- Questions from Potential Respondents Due Up to January 22, 2021
- Issue Addendum (if necessary) January 25, 2021
- Qualifications Due January 29, 2021 (on or before 5:00 pm ET)
- Short List Announcement (if applicable) February 8, 2021
- Qualifications Selection February 12, 2021
- Contract Negotiations & Approval On or before March 15, 2021

The Council reserves the right to amend the anticipated schedule as it deems necessary.

6. CONE OF SILENCE

Unless communication occurs during a publicly noticed meeting, all communication between the IRL Council Board of Directors and their alternates, Evaluation Team Members (TBD), employees and agents and any entity or person seeking to be awarded a contract (including their lobbyists and potential subcontractors) is prohibited until the time of award, rejection of all responses or some other action by the Council to end the selection process.

7. ETHICS REQUIREMENT

This RFQ is subject to the State of Florida Code of Ethics. Accordingly, there are prohibitions and limitations on the employment of Council officials and employees and contractual relationships providing a benefit to the same. Respondents are highly encouraged to review the Florida Code of Ethics in order to ensure compliance with the same.

8. DISCLOSURE AND DISCLAIMER

The information contained herein is provided solely for the convenience of Respondents. It is the responsibility of a Respondent to assure itself that information contained herein is accurate and complete. Neither the Council, 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 Council representatives or advisors, shall be at each Respondent's own risk. Respondents should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The RFQ is being provided by the Council without any warranty or representation, express or implied, as to its content, accuracy or completeness and no Respondent or other party shall have recourse to the Council if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the Council that any Qualifications conforming to these requirements will be selected for consideration, negotiation or approval.

In its sole discretion, the Council 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 Council may determine the qualifications and acceptability of any firm or firms submitting Qualifications in response to this RFQ. Following submission of Qualifications, the Respondent 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 Respondent, including the Respondent's affiliates, officers, directors, shareholders, partners and employees, as requested by the Council. Any action taken by the Council 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 Council, or their advisors.

Any recipient of this RFQ who responds hereto fully acknowledges all the provisions of this Discloser 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 Respondent submitting such Qualifications.

9. CONTRACT AGREEMENT / COMPENSATION

The terms and conditions of the resulting contract including the fee for the services to be rendered will be negotiated with successful Respondent. If the Council and the successful Respondent cannot agree on the terms and conditions of the resulting contract, the Council reserves the right to terminate negotiations with the successful Respondent and move to the next ranked Respondent to commence negotiations. Negotiations may continue in this process until the Council is able to enter into a contract with a Respondent that best meets the needs of the Council.

The Council anticipates awarding either one contract. The Council reserves the right to award to more than one Respondent if it is in the best interests of the Council.

The resulting non-exclusive continuing contract shall be renewable for up to 5 years. Each fiscal year of the contract and any future years will be subject to satisfactory performance and the availability of funds lawfully appropriated for its purpose by the Council. The Council need not include a lack of appropriations provision in the resulting contract to avail itself of such legal right.

Funding for the resulting contract(s) is funded in whole, with funds received by the IRL Council from the United States Environmental Protection Agency under the National Estuary Program for the Indian River Lagoon (CFDA No. 66.456), under the authority of section 320 of the Clean Water Act, 33 U.S.C. § 1251, et seq., and 40 C.F.R. Part 31 and 40 C.F.R. Part 35, Subpart P. Under any contract the awarded respondent must comply with terms and conditions for subawards that may change each year.

Hourly rates shall remain firm for the first two (2) years of the resulting contract subject to terms and conditions to be negotiated on requests for consideration of a price adjustment.

10. INSURANCE REQUIREMENTS

Prior to execution of the resulting contract derived from this RFQ, the awarded Respondent shall obtain and maintain in force at all times during the term of the resulting contract 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 Council. Compliance with the foregoing requirements shall not relieve the selected Respondent of its liability and obligations under the resulting contract.

- A. The selected firm 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 firm 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. Insurance shall specifically include the Council as an "Additional Insured".
- C. The selected firm shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.
- D. The selected firm shall maintain comprehensive automobile liability insurance in the minimum amount as required by Florida Statutes.

11. EVALUATION AND AWARD

Each member of the Evaluation Team will evaluate Respondents' qualifications consistent with the qualification evaluation criteria listed below. The IRLNEP will then provide the evaluations to the IRLNEP Management Board and/or the IRL Council Board of Directors with or without presentations and/or discussions for ranking and a decision. Council staff will notify all submitting Respondents and advertise (if any) the Evaluation Team meeting(s) in the appropriate media as directed by law. The Council is not bound by the evaluations of the Evaluation Team and the Council may determine the best overall Qualifications which are most advantageous and in the best interest of the Council. Recommended awards will be available for review by interested parties at the Council Office and the Council's website.

Each submitted Qualifications will be evaluated individually and in the context of all other Qualifications. 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 Council 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. There is no obligation on the part of the Council to award to the most qualified, and the Council reserves the right to award the contract to the Respondent submitting the best overall Qualifications and in the best interest of the Council (consistent with the evaluation criteria and successful negotiations). The Council shall be the sole judge of the Qualifications and the resulting agreement that is in its best interests.

As part of the evaluation process, the Council may conduct an investigation of references, including but not limited to, a record check of consumer affairs complaints. By submitting Qualifications, Respondents acknowledge this process and consent to the Council's investigation. Council is the sole judge in determining the Respondent's qualifications.

At its sole option, the Evaluation Team or Council may require brief presentations from some or all of the Respondents. This requirement is at the sole discretion of the Council.

While the Council allows Respondents to specify any desired variances to the RFQ terms, conditions, and specifications, the number and extent of variances specified will be considered in determining the Qualifications which are most advantageous to the Council.

RFQ Evaluation Scoring Criteria:

The evaluation of the Qualifications will be conducted in accordance with the following criteria (with associated points available).

<u>Qualification Evaluation Criteria</u>	<u>Points Available</u>
Demonstrated evidence of capability, experience and skill	30 points
Evidence of successful past performance for similar projects	30 points
Evidence of adequate personnel to perform	25 points
Completeness and responsiveness of qualifications	5 points
Terminations and/or litigation	5 points
Evidence of required license(s) and certification(s)	5 points

12. QUALIFICATIONS FORMAT

Each Respondent shall submit **One Original**, electronically and in PDF format. All RFQ responses are to be emailed directly to kolodny@irlcouncil.org, in English. Each submittal shall contain all the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the proposal. If publications are supplied by a Respondent to respond to a requirement, the response should include reference to the document number and page number. Qualifications not providing this reference will be considered to have no reference materials included in the additional documents.

Qualifications must be properly signed by the owner/principal having the authority to bind the firm to a resulting contract. **Signatures are required where indicated; failure to do so shall be cause for rejection of Qualifications.**

Only one set of Qualifications may be submitted by each Respondent.

Qualifications which do not contain or address key points or sufficiently document the requested information may be deemed non-responsive.

All Qualifications shall be submitted in the format identified below. Failure to submit the required documentation in the format identified may cause for disqualification.

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

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

- General summary of Respondent's firm; how long in business; general approach to tasks and projects; location; and, summary of the firm's qualifications.
- Proposer's brief understanding of the scope of services.
- 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 Council. Each Respondent is responsible for visiting the Council's website to view and obtain addendum.

C. References & Materials (not to exceed 15 pages plus the form).

1. Evidence of capability, experience and skill: Respondents shall provide a summary of the firm's capability, experience and skill to provide the requested services (which shall not exceed two pages) and include the firm's organizational structure. Additionally, a cost proposal for the scope of services identified in Exhibit A shall be provided. Bullet point format is appreciated.
2. Evidence of successful past performance for similar projects: Using the reference form provided, Respondents shall identify successful past performance for similar projects. Respondents shall provide a minimum of three (3) references on the form provided demonstrating their successful past performance. Prior experience with other Florida agencies is desirable. Respondents 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.
3. Evidence of adequate personnel to perform: Respondents shall provide 1-page summaries or resumes of key personnel to be assigned to provide services to the Council. Resumes should include a description of:
 - Training, education and degrees.
 - Related experience and for whom.
 - Professional certifications, licenses and affiliations.

D. Proof of Licenses (unlimited)

Respondents 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 Proposer's Business Tax Receipt (as applicable).

E. Litigation and/or Terminations (unlimited)

Respondents 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 services sought under this RFQ and that the Respondent 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.*

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

F. Evidence of Ability to Deliver on Time (limited to three pages)

Respondents shall provide a summary regarding their ability to deliver the requested services in a specific timeframe. Information regarding dedicated staff and current and projected firm workload should be provided.

13. REPRESENTATIONS BY SUBMITTAL OF QUALIFICATIONS

By submitting Qualifications, the Respondent warrants, represents and declares that:

- A. Person(s) designated as principal(s) of the Respondent 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 Respondent 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 Council and the Respondent.
- D. By signing and submitting Qualifications, Respondent 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 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 Council for 36 months following the date of being placed on the convicted firm list. Respondent certifies that submittal of its Qualifications does not violate this statute.
- F. Respondent recognizes and agrees that the Council will not be responsible or liable in any way for any losses that the Respondent may suffer from the disclosure or submittal of its Qualifications to third parties.

14. PROTESTS

Any actual Respondent who is aggrieved in connection with this RFQ may protest such procurement. The protest must be filed with the Council in accordance with the Council's procurement code. A complete copy of the Council's procurement code is available on-line at <http://www.irlcouncil.com/uploads/7/9/2/7/79276172/operatingproceduresmanual.pdf>.

15. EXHIBITS

This RFQ consists of the following exhibits (which are incorporated herein by reference):

- A. Exhibit "A" Scope of Services
- B. Exhibit "B" Proposer Information Form (must be submitted)
- C. Exhibit "C" Drug Free Workplace Form (must be submitted)
- D. Exhibit "D" References (must be submitted)

16. COMPLIANCE

All Qualifications received in accordance with this RFQ shall be subject to applicable Florida Statutes governing public records including without limitation Chapter 119, Florida Statutes. If any Respondent believes its Qualifications contain exempt or confidential information, the Respondent must identify the same at the time of submission of its Qualifications. Failure to do so may result in the waiver of such exemption or confidentiality.

END OF GENERAL INFORMATION

EXHIBIT “A”
SCOPE OF SERVICES

The qualified and awarded Respondent(s) shall provide the following Scope of Services:
Comprehensive Conservation and Management Plan and IRL Restoration Project List Support Services

SCOPE OF WORK: The core output of this work will be annual updates of the IRL Restoration Project List which includes working with IRLNEP Management Conference and stakeholders to characterize and prioritize projects on the list. Specific activities include:

- Project list expansion and updates.
- Project characterization to include planning, design and engineering status, quantification of project benefits and projected cost of projects.
- Development of GIS-based story maps of completed projects and active project in progress.
- Update and revisions to CCMP as warranted.
- All products produced must meet ADA accessibility criteria for posting on www.onelagoon.org website

TASK IDENTIFICATION:

- Task 1: Annual update and expansion of IRL restoration project list with projects grouped in categories of activities that align with IRL CCMP.
- Task 2: Prioritize projects based on stakeholder input, quantified benefits to lagoon and “shovel-ready” status.
- Task 3: GIS story map of IRL Council completed projects (FY 2015 to current year).
- Task 4: GIS story map of IRL Council active projects (as appropriate FY 2015-current year)
- CCMP revisions as appropriate.

DELIVERABLES:

- Updated project list delivered for start of each fiscal year (October 1)
- GIS story map of completed projects for www.onelagoon.org website. Update annually.
- GIS story map of active projects for www.onelagoon.org website. Update annually.
- Annual update and revisions to CCMP as directed by IRL Council staff.

BUDGET:

- For each task listed above a cost proposal shall be submitted.

END OF SCOPE OF SERVICES

EXHIBIT "B"

**RESPONDENT INFORMATION PAGE
RFQ # 2021-001**

Company Name: _____

Authorized
Signature:

Signature

Print Name

Title: _____

Physical
Address:

Street

County State

Zip Code

Telephone: _____

Fax: _____

Email Address: _____

Web Site (if applicable): _____

Federal Identification Number: _____

This is a requirement of every Respondent.

EXHIBIT "C"
CONFIRMATION OF DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two or more Qualifications 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 proposal 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 proposal 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 proposal, 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:

EXHIBIT "D"
REFERENCES

List below or on an attached sheet similar past projects. Please provide the name, addresses and telephone numbers of organizations, governmental or private, for whom you now are, or have **within the past five (5) years** provided similar services. (THIS FORM MAY BE COPIED).

#1 REFERENCE

Name of Client: _____

Address: _____

Phone No.: (____)_____ Fax: (____)_____

Contact Person Name: _____ Title: _____

Description of services: _____

_____.

Completed on time: Yes__ No__ (explain:_____).

Completed within budget: Yes__ No__ (explain:_____).

#2 REFERENCE

Name of Client: _____

Address: _____

Phone No.: (____)_____ Fax: (____)_____

Contact Person Name: _____ Title: _____

Description of services: _____

_____.

Completed on time: Yes__ No__ (explain:_____).

Completed within budget: Yes__ No__ (explain:_____)

#3 REFERENCE

Name of Client: _____

Address: _____

Phone No.: (____)_____ Fax: (____)_____

Contact Person Name: _____ Title: _____

Description of services: _____

_____.

Completed on time: Yes__ No__ (explain:_____).

Completed within budget: Yes__ No__ (explain:_____).