

DRAFT RFP DOCUMENT

City of Marco Island Florida



RFP DOCUMENTS FOR:

Consulting Services for Nutrient Source Evaluation and Assessment

RFP # 19-XXX

August XX, 2019

CITY OF MARCO ISLAND
Purchasing and Fiscal Analyst

50 Bald Eagle Drive
Marco Island, Florida 34145
Email: LUpham@cityofmarcoisland.com
Phone: (239) 389-5011
Fax: (239) 389-4359

City of Marco Island
RFP 19-XXX
Consulting Services for Nutrient Source Evaluation and Assessment

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PART I
Legal Notice

PUBLIC NOTICE
MARCO ISLAND, FLORIDA
REQUEST FOR PROPOSAL
RFP #19-XXX

The City of Marco Island is seeking a qualified Consultant to conduct the necessary field and laboratory efforts to identify the general sources of elevated nutrient levels within the Marco Island City limits.

General Project Description (for detailed description please refer to the full RFP document):

The City of Marco Island is seeking a Consultant to provide services to identify the sources of elevated nutrient levels observed in the waterways of Marco Island. The Consultant will work closely with City staff to meet the following objectives:

1. Review historical water quality data, statistical evaluations, and trend analyses.
2. Design a monitoring program to determine the source of nutrients within the waterways of the City of Marco Island.
3. Interpret the collected data and other information to identify nutrient sources.
4. Develop suggestions to alleviate the nutrient impairment.
5. Prepare a final report which presents the study results and provides general recommendations for methods to improve water quality.

City reserves the right to phase scope of work to coincide with the available budget.

The City intends to award a Professional Services Agreement to the best qualified consultant that offers a proposal that is deemed to be in the City's best interest. The City is not responsible for expenses incurred prior to award. The City reserves the right to reject any and all responses and to waive any irregularities or informalities.

Information and Bidding Documents can be obtained by downloading from www.demandstar.com

Qualification packages will be received electronically through www.demandstar.com until 2 PM (EST) on September XX, 2019. Please direct questions to Lina Upham, Purchasing and Fiscal Analyst at: lupham@cityofmarcoisland.com; or (239) 389-5011; or 50 Bald Eagle Drive, Marco Island, Florida 34145.

Dated this August XX, 2019

By: Michael McNees, City Manager

Published in Naples Daily News on XX-XX-XXXX

PART II

GENERAL INFORMATION

Purpose

The City of Marco Island desires to retain a professional consultant to conduct the necessary and required services to identify the general sources of elevated nutrient levels within the Marco Island City Limits. This document provides guidelines for the submission of proposal information in response to this Request for Proposal (RFP).

Applicability of the Public Records Act and Sunshine Law

All submittals and supplemental information obtained in response to this RFP are subject to the Florida Public Records Act and Sunshine Law and will be made available, after award of contract or after 45 days, whichever comes first, upon request by any person or firm.

Tentative Schedule

Pre-proposal meeting (optional)	XXXXXX, XX, 2019; 1 pm
Advertisement in Naples Daily News	XXXXXX, XX, 2019
Questions due	XXXXXX, XX, 2019, 5 PM
Estimate for responses to questions	XXXXXX, XX, 2019, 5 PM
Submittals are due-	XXXXXX, XX, 2019, 2PM
Scoring Meeting	XXXXXX, XX, 2019, 2 PM
Interviews and contract negotiations (if required)	Week of XXXXXX, XX, 2019
City Council approval	XXXXXX, XX, 2019, 5:30 PM
Executed contract	Week of XXXXXX, XX, 2019
Kick-off meeting (tentative)	XXXXXX, XX, 2019; 9 AM

General Requirements for the Consultants

Consultants interested in performing these services must exhibit considerable relevant experience with this type of work and should emphasize both the experience and capability of particular personnel, who will actually perform the work.

Proposers, both corporate and individual, must be fully licensed for the type of work to be performed in the State of Florida at the time of RFP receipt. Licenses must remain current during contract term with the City. Professional License number(s) must be identified in all proposals. The proposal of any proposer that is not fully licensed and certified shall be rejected.

PART III

Statement of Work

1. INTRODUCTION

The City of Marco Island, Florida is requesting proposals from qualified consultants to provide the necessary services to assess the general sources of nutrients (such as runoff, groundwater inflow, interconnected waterbodies, reuse water, fertilizers) which are causing elevated concentrations within the waterways of the City of Marco Island.

2. BACKGROUND INFORMATION

The City of Marco Island is located on the Gulf of Mexico in Southwest Florida and is the largest of the Ten Thousand Islands. The City, located within Collier County, FL, has been monitoring the quality of waters around the island since 2001. Currently the City has twelve (12) monitoring locations around the island. The frequency of sampling has varied over the years from monthly, to bi-monthly, to quarterly. Since 2016 the data has been entered into the FDEP WIN system, where previously it was entered into STORET.

3. SCOPE OF SERVICES REQUIRED:

The City shall enter into a contractual agreement with a selected firm for the following services:

- Evaluate the water quality situation within City limits;
- Review historical water quality data, statistical evaluations, and trend analyses;
- Compare current data to historic data in and around the island;
- Design a monitoring program using the existing sampling points, new sampling points, or a combination of both to determine the level and source of nutrients within the waterways of Marco Island;
- Monitor stormwater runoff, baseflow, groundwater inflow to surface waters, rainfall, etc.;
- Evaluation of canal bottom sediment;
- Interpret the collected and other information to identify nutrient sources;
- Identify impacts from reclaimed wastewater used for irrigation;
- Develop an action plan to alleviate the nutrient impairment;
- Prepare a final report which presents the study results and provides general recommendations for methods to improve water quality

4. PROJECT BUDGET

The work will be performed on a fixed price basis with a specific amount and payment program being determined through contract negotiations with the successful firm and will be based upon major milestones and/or identified tasks and subtasks.

5. TIME FRAME

The proposed shall outline consultant's best estimate of time to carry the proposed planning process to its completion. The realism of proposed timeframes given other work and projects will be considered in the ultimate selection of a consultant.

PART IV
PROPOSAL SUBMITTAL AND DUE DATE

City of Marco Island will be accepting only electronic submittals through demadstar.com. Full proposals shall be uploaded as one document. Do not wait till last minute to upload your submittal. Be advised that demandstar.com has a limit of 30MB per document upload and a 100MB maximum per vendor response.

Proposals must be uploaded no later than 2:00 PM (EST) on XXXXXX, XX, 2019. Proposals received after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely submittal.

There is a page limit to your submittal. Please refer to Part VI, pg. 11.

Questions regarding this RFP must be submitted to **LUpham@cityofmarcoisland.com** no later than by end of business day XXXXX XX, 2019

Addendums will be posted through demandstar.com. It is your responsibility to check for and acknowledge the receipt of all addendums (if any). Failure to do so may result in disqualification of your submittal.

If interviews and contract negotiations are required, they are tentatively scheduled for the week of XXXXX XX, 2019.

Contact:

Ms. Lina Upham
Purchasing and Fiscal Analyst
City of Marco Island
50 Bald Eagle Drive
Marco Island, FL 34145
Phone: (239) 389-5011
Email: **lupham@cityofmarcoisland.com**

PART V

SUBMISSION OF PROPOSAL

Incurred Expenses

The City is not responsible for any expenses which proposers may incur preparing and submitting letters of interest and qualifications packages called for in this Request for Proposal.

Interviews and Negotiations

The City reserves the right to conduct interviews and negotiate contract terms with any of the proposers prior to selection. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e., travel, accommodations, etc.).

Proposal Acknowledgement

By submitting a proposal, the proposer certifies that he/she has fully read and understands the proposal instructions and has full knowledge of the scope, nature, and quality of work to be performed.

Request for Additional Information

The proposer shall furnish such additional information as the City may reasonably require. This includes information that indicates financial resources as well as ability to provide the services. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate.

Signature Requirements

Proposals must be signed by duly, authorized officials(s) of the proposing firm. Joint ventures or teams submitting proposals, although permitted, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity, which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.

Acceptance/Rejection/Modifications to Proposals

The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the evaluation process.

Compensation

The City may use lump sum, standard-billing rates or direct labor times an effective labor multiplier, method of compensation.

Truth-In-Negotiation Certification

By submitting a response, the Proposer certifies that the wage rates and costs used to determine the compensation provided for in a resulting contract will be accurate, complete and current as of the date of the resulting contract and no higher than those charged the Proposer most favored customer(s) for the same or substantially similar services. The said rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees

paid to outside consultants. The City may exercise its rights under this “certification” within one (1) year following final payment.

PART VI

INFORMATION REQUIRED OF PROPOSER

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the proposal be organized in the manner specified. The proposals should be assembled in the order listed below and utilize the headings given. Maximum 37 pages (excluding (9) Other Information section). The City values brevity.

(1) Filled forms C, D, E & F (pgs. 18-22 of this RFP) – **five pages**

(2) Cover Letter – max one page

The Cover Letter should include the name of the person(s) who will be authorized to make representations for the proposer, their title(s), office location, telephone number(s), and email address.

(3) Table of Contents – one page

Sections: (4) through (8) – Total maximum of 30 pages

(4) Consultant’s Team and Management

This section should identify the project staffing plan and resumes of the Project Manager and Technical experts. An organization chart that identifies those individuals that will be most directly involved with the City’s projects should be included. The chart should identify each person’s home office. Identify the officer-in-charge/client service manager/officer-in-charge that will be responsible for day-to-day communication and coordination with the City.

(5) Technical Experience

The proposer should present recent (within the last five years), relative firm experience that is most similar to the requested scope of services in the communities similar to Marco Island.

(6) Project Understanding and Approach

This section should include a statement as to the proposer’s understanding of the City’s needs as it relates to this RFP. This section should also outline proposer’s plan of actions and tentative timeline for the project if awarded. **This part must include cost for the entire project.**

(7) Office Location

Descriptions should be included of primary project office location, address, and phone numbers of the officer-in-charge, Project Manager(s), and each Technical Specialist(s). Contact information for direct contact personnel must include: phone number, fax number, email address, office address, mailing address, and website.

(8) References

A list of five (5) client references within the last five years should include name, address, telephone number, and contact person, with email address.

(9) Other Information (not a part of 37 page limit)

This section should include Proof of Insurance, applicable business and professional licenses and other information the proposer considers pertinent for consideration.

PART VII
PROPOSAL EVALUATION AND REVIEW PROCEDURE

Review of the Proposal Submittals will be performed by a selection committee, the members of which are determined by the City Manager.

Proposals will be ranked according to the following criteria:

	<u>Max Points</u>
Consultant's Team and Management	20
Technical Experience	30
Project Understanding and Approach	35
References	10
Proximity of office location to site	5
Total Possible Points	100

The City's selection committee will evaluate the submittals and select the firm for award or may create a short list of firms which may be invited for interviews. The interviews/presentations provide an opportunity for the proposer to clarify the qualifications package and detail the proposed project approach for an assignment to the City. The oral presentation will be incorporated into the final ranking of the listed firms' overall evaluation. After deliberation following the interviews, the City staff will make a final recommendation of the most qualified firm or firms. A recommendation to begin negotiations with the selected firm will be made by the Selection Committee.

Selection is contingent upon the negotiation of a mutually acceptable contract with the successful proposer.

PART VIII
STANDARD AGREEMENT FORMS

- A. General Conditions & Instructions to Proposers**
- B. Insurance Requirements**
- C. Declaration Statement**
- D. Bidder's and Insurance Agent Statement**
- E. Statement of Litigation, Awards and Fees**
- F. Proposers Check List**

A. GENERAL CONDITIONS & INSTRUCTIONS TO PROPOSERS

Section 1. Definitions

- 1.1 The term "Owner" used herein refers to the City Council of the City of Marco Island, or the City Manager as its duly authorized representative.
- 1.2 The term "Project Manager" used herein refers to the Owner's duly authorized representative, who is a Professional Engineer registered within the State of Florida.
- 1.3 The term "Proposer" used herein means a duly authorized firm that submits a proposal directly to the Owner in response to this solicitation.
- 1.4 The term "Successful Proposer" means the most qualified, most responsible and most responsive Proposer who is awarded the contract by the City, on the basis of the Owner's evaluation.
- 1.5 The term "RFP" includes the Legal Advertisement, the Instructions to Proposers, the Rate Schedule and the Contract Documents as defined in the Agreement. The term "Proposal Documents" shall be deemed to mean the same as and shall be used interchangeably with the terms "Contract Bidding Documents" and "Contract Documents".
- 1.6 The term "Rate Schedule" shall mean a **completed Rate Schedule, bound in the Proposal Documents**, properly signed, providing the Owner a proposed cost for providing the services or Work required in the RFP Documents.

Section 2. Preparation of Statement of Qualification

The RFP must be submitted with the standard forms herein furnished by the Owner (as contained in these RFP Documents). The proposal may be rejected if it contains any omission, alteration of form, conditional bid or irregularities of any kind.

Electronic submittal through www.demandstar.com ONLY.

Section 3. Bid Deposit Requirements

Not Required.

Section 4. Right to Reject Proposals

4.1 The Owner reserves the right to reject any and all RFP or to waive informalities and negotiate directly with the apparent most qualified Proposer to such extent as may be necessary for budgetary reasons.

Section 5. Signing of Statements of Qualifications

5.1 RFPs submitted by a corporation must be executed in the corporate name by the president or a vice president, and a corporate seal must be affixed and attested to by the secretary or assistant secretary of the corporation. The corporate address and state of incorporation must be shown below the signature.

5.2 RFP proposals by a partnership must be executed in the partnership name and signed by a general partner whose title must appear under the signature and the official address of the partnership must be shown below said signature.

5.3 If Proposer is an individual, his/her signature shall be inscribed.

5.4 If signature is by an agent or other than an officer of corporation or general partner of partnership, a properly notarized power of attorney must be submitted with the RFP.

5.5 All RFPs shall have names typed or printed below all signatures.

5.6 All RFPs shall state the Proposer's state license number as well as the type of license.

5.7 Failure to follow the provisions of this section shall be grounds for rejecting the RFP as irregular or unauthorized.

Section 6. Withdrawal of Proposals

6.1 Any RFP may be withdrawn at any time prior to the hour fixed in the Legal Advertisement for the opening of Bids, provided that the withdrawal is requested in writing, properly executed by the

Bidder and received by Owner prior to Proposal Opening. The withdrawal of a Proposal will not prejudice the right of a Proposer to file a new Proposal prior to the time specified for Bid opening.

Section 7. Late Submittals

7.1 No Proposal shall be accepted if it is submitted and received after the time specified in the Legal Advertisement.

Section 8. Interpretation of Contract Documents

8.1 No interpretation of the meaning of specifications or other RFP Documents shall be made to a Proposer orally. Any such oral or other interpretations or clarifications shall be without legal effect. All requests for interpretations or clarifications shall be in writing, addressed to the Purchasing and Fiscal Analyst, to be given consideration. All such requests for interpretations or clarification must be received by the date specified in this document. Any and all such interpretations and supplemental instructions shall be in the form of written addendum which, if issued, will be posted by the date specified in this document. Such written addenda shall be binding on Proposer and shall become a part of the Submittal.

8.2 It shall be the responsibility of each Proposer to ascertain, prior to submitting its Proposal, that it has received all addendum issued and it shall acknowledge same in its Proposal.

Section 9. Examination of Site and Contract Documents

9.1 By executing and submitting its RFP, each proposer certifies that it has:

- a. Examined all proposal Documents and stated requirements thoroughly;
- b. Visited the City to become familiar with local conditions that may in any manner affect performance of the Work;
- c. Become familiar with all federal, state and local laws, ordinances, rules, and regulations affecting performance of the Work; and
- d. Correlated all of its observations with the requirements of the Contract Bidding documents.

No plea of ignorance of conditions or difficulties that may exist or conditions or difficulties that may be encountered in the execution of the Work pursuant to these Contract Bidding Documents as a result of failure to make the necessary examinations and investigations shall be accepted as an excuse for any failure or omission on the part of the Successful Proposer, nor shall they be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

Section 10. Award of Contract

10.1 Any prospective proposer who desires to protest any aspect(s) or provision(s) of the proposal invitation shall file his protest with the City Manager in writing prior to the RFP submittal date and time.

10.2 Award of contract shall be made to the most responsive and most qualified Proposer, determined on the basis of the entire Proposal and the Owner's investigations of the Proposer. When the contract is awarded by Owner, such award shall be evidenced by a Notice of Award, signed by the Purchasing and Fiscal Analyst of the Owner and delivered to the intended awardee or mailed to awardee at the business address shown in the Proposal documents.

Section 11. Sales Tax

11.1 The City of Marco Island, Florida as a political subdivision of the State of Florida is exempt from the payment of Florida sales tax to its vendors under Chapter 212, Florida Statutes. All successful proposers will be provided a copy of City of Marco Island's Certificate of Exemption (#85-8012632062C-5) upon contract award. Corporations, Individuals and other entities are impacted by Chapter 212, Florida Statutes according to the type of service, sale of commodity or other contractual arrangement to be made with the City. By submittal of a properly executed response to a Proposal from the City of Marco Island, Florida the proposer is acknowledging that it is aware of its statutory responsibilities for sales tax under Chapter 212, Florida Statutes.

The City of Marco Island is also exempt from most Federal excise taxes. By submittal of a properly executed response to a Proposal from the City of Marco Island, Florida, the proposer is acknowledging that it is aware of its responsibilities for Federal excise taxes.

Section 12. Offer Extended to Other Governmental Entities

13.1 Offer Extended to Other Governmental Entities: The City of Marco Island encourages and agrees to the successful bidder/proposer extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder/proposer.

B. INSURANCE REQUIREMENTS

- ☐ COMMERCIAL GENERAL LIABILITY LIMITS \$ 2,000,000 AGGREGATE
 (MUST INCLUDE CONTRACTUAL LIABILITY) \$ 1,000,000 EACH OCCURRENCE
 \$ 1,000,000 PRODUCTS-COMP/OP
 \$ 1,000,000 PERS & ADV INJURY
- ☐ AUTOMOBILE LIABILITY \$ 1,000,000 COMBINED SINGLE LIMIT
 (INCLUDE HIRED AND NON-OWNED LIABILITY)
- ☐ WORKER'S COMPENSATION STATUTORY

- EMPLOYER'S LIABILITY
- \$ 1,000,000 EACH ACCIDENT
- \$ 1,000,000 DISEASE-POLICY LIMIT
- \$ 1,000,000 DISEASE-EACH EMPLOYEE
- THE CITY OF MARCO ISLAND, FLORIDA MUST BE NAMED AS AN ADDITIONAL INSURED UNDER THE GENERAL LIABILITY POLICY. CONTRACTOR'S AND/OR SUBCONTRACTOR'S GENERAL LIABILITY SHALL BE ON A PRIMARY AND NON-CONTRIBUTORY BASIS.

THE ABOVE REFLECTS THE MINIMUM REQUIREMENTS FOR WORKING WITH THE CITY OF MARCO ISLAND, FLORIDA. ANY REQUIREMENTS FOUND IN A PARTICULAR JOB'S CONTRACT THAT ARE OF A HIGHER STANDARD WILL PREVAIL.

THE CITY OF MARCO ISLAND, FLORIDA MUST BE GIVEN A CERTIFICATE OF INSURANCE SHOWING THAT THE ABOVE REQUIREMENTS HAVE BEEN COMPLIED WITH. AS OF 10/1/06, A CURRENT CERTIFICATE OF INSURANCE MUST BE IN THE CITY'S OFFICES BEFORE THE WORK BEGINS. THE CERTIFICATE OF INSURANCE MUST REMAIN CURRENT IN ORDER FOR THE CITY TO ISSUE PAYMENTS TO THE CONTRACTOR OR SUB CONTRACTOR.

POLLUTION AND REMEDIATION LIABILITY INSURANCE

Required by this Agreement? Yes √ No

C. DECLARATION STATEMENT
RFP No. 15-004

Full Name of Proposer:

Main Business Address:

Telephone No.: _____ Fax No. _____

Email Address: _____@_____

State License# _____ Type _____

To: City Manager, City of Marco Island, Florida
(hereinafter called the Owner)

The undersigned, as Proposer hereby declares that he has examined the Scope of Services and informed himself fully in regard to all conditions pertaining to the work to be done. The Proposer further declares that the only persons, company or parties interested in this Proposal or the RFP to be entered into as principals are named herein; that the Proposal is made without connection with any other person, company or companies making a Proposal; and it is in all respects fair and in good faith, without collusion or fraud.

The services to be furnished by us shall be performed in accordance with the requirements of the Request for Proposal #15-004 as issued by The City of Marco Island on January 30, 2015. The undersigned do agree that should his firm is offered a contract, to execute that contract and present the same to the Purchasing and Fiscal Analyst for approval within fifteen (15) days after being notified of the award. The undersigned do further agree that failure to execute and deliver said forms of Contract within fifteen (15) days will result in damages to the City.

Further, the Bidder acknowledges receipt of Addenda as follows:

Addendum Number	Date Issued	Consultant's Signature (Full Name)
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this _____ day
_____, 201__ in the City of _____, in the State of _____.

Firm's **Complete Legal** Name

Check one of the following:

- ☐ Sole Proprietorship
☐ Corporation or P.A.
☐ Limited Partnership
☐ General Partnership

Phone No. _____

Fax No. _____

Email _____

Address

City, State, Zip

BY: _____
Typed and Written Signature

Title

D. BIDDER'S AND INSURANCE AGENT STATEMENT:

We understand the insurance requirements contained in these specifications, and that the evidence of said insurance may be required within five (5) business days of the award of bid.

Bidder

Insurance Agency

Signature of Bidder

Signature of Bidder's Agent

Consultant

By:_____

Date:_____

Its_____

E. STATEMENT OF LITIGATION, AWARDS AND FEES**STATEMENT OF LITIGATION**

Litigation information: Identify any pending litigation or litigation completed in the last five-years. Identify lawsuit by name, number, date filed, parties, and your claim or participation.

Volume of Work Previously Awarded to Firm (Tie-breaker) - In the event of a tie, **both in individual scoring and in final ranking**, the firm with the lowest volume of work on The City of Marco Island projects within the last five (5) years will receive the higher individual ranking. This information will be based on information provided by the proposer, subject to verification at the City's option. See below. If there is a multiple firm tie in either individual scoring or final ranking, the firm with the lowest volume of work shall receive the higher ranking, the firm with the next lowest volume of work shall receive the next highest ranking and so on.

Once the final ranking has been compiled, the Selection committee will choose the short listed firms based on consensus, and not necessarily by the final ranking order of the firms.

Fees

List total fees for work done on all The City of Marco Island Government projects in the past five (5) years, whether as an individual firm or as part of a joint venture. Fees must be listed individually by RFP or project and then summarized as a total dollar amount. Attach additional page if necessary.

\$_____ Total Fees for work done on all The City of Marco Island projects

F. PROPOSERS CHECK LIST

IMPORTANT: Sign in the spaces indicated and submit with your proposal.

Proposer should check off each of the following items as the necessary action is completed:

1. The RFP has been signed.
2. Any required forms, qualification statements, etc. have been included.
3. Any addendums (if any) have been signed and included.
4. Proposed fees are included

Company Name

Signature & Title

Date: _____