



17425 Gulf Blvd
Redington Shores, FL 33708
727-397-5538

**Town of Redington Shores
Request for Proposal
Consultant – FEMA FMA (Swift Current) Grant Project
RFP # 2024 - 01**

Town of Redington Shores

17425 Gulf Blvd
Redington Shores, FL 33708
727-397-5538

Subject: FEMA FMA (Swift Current) Consultant

RFP Issue Date: August 5, 2024

Proposal Deadline: August 13, 2024

Mail or Deliver to: Michael McGlothlin, Administrator
17425 Gulf Blvd
Redington Shores, FL 33708

INSTRUCTIONS AND GENERAL PROVISIONS

The Town of Redington Shores, Florida (Town) is seeking proposals from qualified consultants for assistance in all aspects of the upcoming FEMA Flood Mitigation Assistance (FMA) – Swift Current grant cycle.

Qualified Consultants (“Consultant”):

- A. Minimum of five (5) years of FEMA/FMA grant program experience in Florida, with preference for experience in Pinellas County, Florida.
- B. Minimum of two prior engagements overseeing local government FEMA/FMA grant programs/projects in the past six years. References must be included in the Proposer’s proposal.

Questions:

All written questions should be submitted to townadmin@redshoresfl.com, no later than August 12, 2024, and will be answered at the discretion of the Town. Questions and related responses will be posted in sequentially numbered written addenda on the Town website. Oral questions will not be addressed.

Proposed Work Scope (“Project”)

1. The Consultant will represent the Town as the primary sub-applicant representative.
2. The Consultant will assist all qualifying applicants by providing available FEMA and FDEM program information, application materials, and application submittal procedures.
3. The Consultant will assist the Town in developing any local prioritization related to which application types (teardown-rebuild, simple home elevation, etc.) will be prioritized and which should not be accepted.
4. The Consultant will be responsible for all Project Management activities for both the Town as sub applicant, including acting as a conduit of information and communication between FEMA/FDEM and the individual grant applicants/recipients.
5. The Consultant will be responsible for all file maintenance for each approved grant/project, including obtaining all cost receipts, invoices, work records, as-built drawings, and any other documents required by FEMA/FDEM to allow the Town to obtain reimbursement.
6. The Consultant shall be responsible for all financial tracking, reporting and requests for reimbursement for sub applicant Town, and utilizing the FEMA GO System as required. This obligation shall include the generation of detailed periodic reports to FDEM/FEMA regarding the progress of each approved individual grant project.
7. The Consultant shall be responsible for monitoring the progress of each approved grant project, including ensuring the grant recipient’s contractor is proceeding with the construction work in accordance with the project timeline, ensuring the project is being constructed in accordance with the plans approved by FDEM/FEMA, ensuring final as-built drawings certified by an architect or engineer are received, and ensuring the project, as built, complies with the plans approved by FDEM/FEMA.
8. The Consultant shall ensure that a deed restriction running with the land is executed and filed in the Pinellas County Official Records which incorporates all necessary FEMA/FDEM ongoing obligations, including the obligation to maintain flood insurance in perpetuity.
9. The Consultant will be responsible for conducting any necessary community meeting activities, meetings with the Town’s Board of Commissioners, individual grant recipients, and staff

meetings as required by the Town.

10. The Consultant will be responsible for all administrative support and reporting for the project, utilizing the FEMA GO System. The Consultant will not have access to, nor utilize any Town staff or technology resources in the performance of the Work. Consultant shall be expected to have its own resources, although the Town will work with consultant regarding the storage of all public records generated during the administration of the program through closeout of all individual grants.

Sealed Proposals:

To be considered, the Consultant must provide one (1) bound original, one (1) unbound copy, and (1) digital copy (flash drive) of the Proposal in a sealed package and clearly identified as “Sealed Proposal – FEMA FMA (Swift Current) Grant Project” and delivered to:

RFP #2024 – 01: FEMA FMA (Swift Current) Grant Project
Michael McGlothlin, Town Administrator
Town of Redington Shores, Florida
17425 Gulf Boulevard
Redington Shores, FL 33708

The Proposal package must include a sealed submission of the fee proposal form in an envelope identifying the following:

RFP #2024 – 01: FEMA FMA (Swift Current) Grant Project
Fee Proposal Form
Name of Proposing Firm
Firm Contact Person

Proposals:

All Proposals must be presented in the same order as specified herein. Supporting material may be provided. However, the Town’s decision will primarily be based upon an evaluation of the information specifically requested. The Town reserves the right to accept or reject any Proposals and to waive rejection for any minor irregularities and technicalities. There is no obligation on the part of the Town to select the Consultant with the lowest cost proposal. The Town will award the contract for the FEMA FMA (Swift Current) Grant Project to the entity that is most advantageous for, and in the best interest of, the Town of Redington Shores.

Proposals shall clearly indicate the following:

1. Legal name, address, and telephone number of the company, firm, partnership or individual.
2. Proposals shall be signed, and the signatory shall have the authority to bind the Consultant to the submitted Proposal.
3. A statement of interest confirming that the Consultant will be immediately available, if selected, to begin the project and a brief description of additional information that may be pertinent to our review, including a statement of current or potential conflicts of interest or that there are none.
4. A complete resume outlining the Consultant's experience, the experience of key team members that will be directly involved in the project and a response to each of the Qualified Business

criteria noted above.

5. A brief overview of the Consultant's understanding of the work to be performed along with a proposed timetable that demonstrates an understanding of the scope and complexity of the work.
6. All anticipated lump sum fees and/or the hourly fee structure for this project.
7. The names, addresses, phone numbers, contact persons and email addresses of a minimum of two (2) past client references outlining the work performed for those clients, including the dates of the work, scope of the work, positive and negative interactions with FDEM or FEMA, and indicating if all individual projects were brought to a successful close or, if not, describing why the projects were not able to be closed out.

Terms and Conditions

1. All facts and opinions stated within this RFP are based on available information from a variety of sources. Additional information may be available via written addenda throughout the process. No representation or warranty is made with respect thereto.
2. Respondents to this RFP shall be responsible for the accuracy of the information they provide to the Town.
3. The Town reserves the right to reject any and all submittals, to waive minor irregularities in any submittal, to issue additional RFP's and to either substantially modify or terminate the RFP at any time prior to the final execution of a contract.
4. The Town shall not be responsible for any costs incurred by the Respondents in preparing, submitting, or presenting its response to the RFP.
5. Nothing contained herein shall require the Town to enter into exclusive negotiations with a Respondent.
6. The Town reserves the right to request clarification of information submitted and to request additional information from any Respondent.
7. If negotiations are not completed with the selected Respondent, within 14 calendar days of the contract being awarded, negotiations may proceed with another Respondent.
8. Upon selection of a qualified Consultant through the RFP process, the Town shall negotiate and enter into a contract for services with said Consultant on the terms and conditions acceptable to the Town and the Consultant. The contract will be based upon the Town's form of Agreement for non-licensed services. Until execution of a contract, the Town reserves the right to cease negotiations and to start a new RFP process.
9. All submitted RFPs become the property of the Town and will not be returned to the Respondents.
10. The Town may elect to amend the Project outlined in the contract at any time. If any amendment causes an increase or decrease in the cost or time required for the performance of any part of the work under the contract, an equitable adjustment shall be made. The Consultant is not obligated to comply with any change in contract until all parties agree to the equitable adjustment and this adjustment shall be reflected in a contract amendment signed by both parties.
11. Pursuant to the requirement of Florida Statutes § 787.06(13), the successful Proposer must provide an affidavit to the Town attesting, under penalty of perjury, that it does not use coercion, as defined in Florida Statutes § 787.06(2)(a), for labor or services.
12. Pursuant to Florida Statutes § 287.05701(3), prospective Proposers are notified that the Town will not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor, nor will it give preference to a vendor based on the vendor's social, political, or ideological interests.
13. *Scrutinized Companies*. Pursuant to Florida Statutes § 287.135, the Contractor is not eligible to enter into, or renew, this Agreement if:
 - (i) The Contractor is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List (as identified in Florida Statutes § 215.473);
 - (ii) The Contractor engages in business operations in Cuba or Syria; or

(iii) The Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Florida Statutes § 215.4725), or is engaged in a boycott of Israel.

By entering into this Agreement, the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and that it is not engaged in a boycott of Israel. The Contractor acknowledges that it will execute a certification to this effect at the time it executes this Agreement.

The Contractor shall notify the Town if, at any time during the term of this Agreement, it is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or that it is engaged in a boycott of Israel. Such notification shall be in writing and provided by the Contractor to the Town within ten (10) days of the date of such occurrence.

In the event the Town determines, using credible information available to the public, that the Contractor has submitted a false certification or that Contractor is found to have been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the Town may, in its sole discretion, terminate this Agreement and seek a civil penalty and other damages and relief against the Contractor, pursuant to Florida Statutes § 287.135. In addition, the Town may pursue any and all other legal remedies against the Contractor.

14. *Immigration Compliance; E-Verify.* Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, 8 U.S.C. § 1324a, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Contractor's employment of unauthorized aliens is a violation of § 274A(e) of the Federal Immigration and Employment Act. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any Subcontractors authorized by the Town.

Pursuant to Florida Statutes § 448.095(5), Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractor's contract with Town cannot be renewed unless, at the time of renewal, Contractor certifies in writing to the Town that it has registered with and uses the E-Verify system. If Contractor enters into a contract with a subcontractor to perform Services under this Agreement, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Contractor shall maintain a copy of such affidavit for the duration of the contract. If Contractor develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized

to work by the immigration laws or the Attorney General of the United States) Contractor shall terminate the contract with the subcontractor. If the Town develops a good faith belief that Contractor has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) the Town shall terminate this contract. Pursuant to Florida Statutes § 448.095(5)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.