

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
REQUEST FOR PROPOSALS

SUBMIT PROPOSALS TO:      CONTRACTS ADMINISTRATION (MAIL CODE: PUR)  
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
2379 BROAD STREET - BUILDING #2  
BROOKSVILLE, FLORIDA 34604-6899

Direct Inquiries to:    Ellen Cuarta, Contracts Administrator  
Phone: 352-796-7211, Ext. 4105;    FAX: 352-754-6884;    E-mail: Procurement@swfwmd.state.fl.us

DATE POSTED:  
June 4, 2010 at 3:30 p.m.  
Page 1 of 20

PROPOSALS WILL BE OPENED:  
July 15, 2010 at 2:30 p.m., and may not be withdrawn for 90 days after  
this date.

MANDATORY PRE-PROPOSAL CONFERENCE/SITE VISIT: June 16, 2010 at 2:00 p.m. at Brooksville  
Headquarters Governing Board Room, 2379 Broad Street, Brooksville, Florida 34604

ORAL PRESENTATIONS: Up to seven (7) of the highest ranked Respondents will be required to make an oral  
presentation of their proposal. Presentations will be conducted at Brooksville Headquarters from August 16-19,  
2010 (Alternate dates August 23 & 25-27, 2010).

TITLE: RFP 012-10 CONSULTANT SERVICES FOR THE WATER MANAGEMENT PROGRAM

SPECIFICATIONS: Perform elements of Watershed Management Program on an as needed, when needed  
basis.

Respondent Name:

Reason for No-Response

Mailing Address:

City-State-Zip:

Telephone Number (    )    -

FAX Number (    )    -

Toll-Free Number (    )    -

E-mail address for correspondence:

Authorized Signature:

Full Name (please print or type):

Title (please print or type):

We the above signed, as Respondents hereby declare that we have carefully read this Request for Proposals  
and its provisions, terms, and conditions covering the equipment, materials, supplies or services as called for,  
and fully understand the requirements and conditions. We certify that this proposal is made without prior  
understanding, agreement, or connection with any corporation, firm, entity, or person submitting a proposal for  
the same goods/services (unless otherwise specifically noted), and is in all respects fair and without collusion or  
fraud. We agree to be bound by all of the terms and conditions of this Request for Proposals and certify that we  
are authorized to sign this proposal for the Respondent.

**IT IS THE RESPONDENT'S RESPONSIBILITY TO ASSURE THAT HIS/HER SEALED PROPOSAL IS DELIVERED AT  
THE PROPER TIME TO THE SPECIFIED LOCATION. PROPOSALS RECEIVED AFTER THE DATE AND TIME  
SPECIFIED WILL NOT BE ACCEPTED.**

FORM 15.00 - 015 (10/02)

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
REQUEST FOR QUALIFICATIONS # 012-10  
CONSULTANT SERVICES FOR THE WATERSHED MANAGEMENT PROGRAM

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## **PART I - GENERAL CONDITIONS**

**1.1 PURPOSE.** The purpose of this Request for Proposals (RFP) is to provide guidelines for submission of proposals to implement the project described in Part III, hereinafter referred to as the "Project."

**1.2 DEFINITIONS.** "Respondent" will mean any contractor, consultant, organization, firm, college or university, or other person submitting a response pursuant to page 1 of this RFP. "District" will mean the Southwest Florida Water Management District, which is the issuing agency.

**1.3 DEVELOPMENT COST.** Neither the District nor its representatives will be liable for any expenses incurred in connection with preparation of a response to this RFP. All proposals should be prepared simply and economically, providing a straightforward and concise description of the Respondent's ability to meet the requirements of the RFP.

**1.4 CHANGES, DELAYS, AND ADDENDA.** The District reserves the right to delay scheduled RFP due dates if determined to be in the best interest of the District. Any changes, delays or addenda related to this RFP issued by the District will be sent to all persons/firms recorded as having received the original RFP.

Persons/firms receiving the RFP from the District's Internet web site (<http://www.watermatters.org/procurement>) will be responsible to recheck the web site for any changes, delays, or addenda related to this RFP.

**1.5 PRE-PROPOSAL CONFERENCES.** MANDATORY: The District considers mandatory pre-proposal conferences and/or site visits to be critical to understanding the proposal requirements and to be an efficient method of addressing questions. Therefore, representation at pre-proposal conferences is mandatory in order to qualify as a Respondent.

Portions of conferences and site visits may be recorded, however, minutes will not be produced or distributed.

**1.6 RULES FOR PROPOSALS.** Two or more firms may combine for the purpose of responding to this RFP providing that one (1) is designated as "Prime" Respondent and the other as "Sub-Respondent(s)". The signer of the proposal must declare that any person or entity with any interest in the proposal, as a principal, is identified therein; that the proposal is made without collusion; that it is, in all respects, fair and in good faith; and that the signer of the proposal has full authority to negotiate for and bind the Respondent stated on the cover page.

**1.7 CONTINGENCY FEE.** The Respondent warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Respondent to solicit or secure this award and that it has not paid or agreed to pay any person,

company, corporation, individual, or firm, other than a bona fide employee working solely for the Respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award. For breach or violation of this provision, the District will have the right to terminate this award without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

**1.8 PROPOSAL FORMAT.** In order to assist the District's review process, proposals should be prepared utilizing the format set forth below and in Part IV. The evaluation criteria are set forth in Part VI, Evaluation Procedures.

### **1.8.1 Sign and Return the Request for Proposals Form (RFP Cover Sheet)**

**1.8.2 Letter of Transmittal** - This letter should not exceed two (2) pages in length and should briefly state the Respondent's understanding of the work to be done and make a positive commitment to perform the work in a timely fashion. It should also give the names of the individuals who will be authorized to make representations for the organization, their titles, addresses and telephone numbers. This letter must be signed by an official authorized to negotiate for the Respondent.

**1.8.3 Organizational Profile and Qualifications** - This sub-section of the proposal is addressed in Part IV, Proposal Format, Section 4.2:

**1.8.4 Volume of Work** - List all work awarded to the Prime Respondent and any Sub-Respondent(s), including acquisitions, by the District for the previous three (3) years. Include the project's name, a brief project description and the amount of compensation for each respective Respondent. Respondents must certify as to the accuracy of the volume of work information, which is subject to Paragraph 1.14 below.

**1.8.5 Cost/Fees** - Costs will not be submitted with your proposal. Compensation will be negotiated with the most qualified firm(s) based on Part VI, Evaluation Procedures, of this Request for Proposals and Section 287.055, F.S.

**1.8.6 Oral Presentations** - Up to seven (7) of the highest ranked Respondents will be required to make an oral presentation of their proposal. The initial rankings of the written proposals are subject to change based on consideration of the oral presentation. Demonstration of ability to perform the scope of work will be based on the sample watershed project presented by the Respondent. The oral presentation, by the Respondent's Project Manager and key staff only, is anticipated to last up to two (2) hours, including questions and answers.

Any Respondent deciding to appeal any decision made by the District with respect to any matter considered at such meeting, will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal may be based.

**1.9 PROPOSAL OPENING.** Proposal opening will be public, on the date and at the time specified on the proposal form. It is the Respondent's responsibility to assure that his/her proposal is delivered at the proper time to the specified location. Proposals which for any reason are not so delivered will not be considered.

Proposals MUST be identified with the RFP number and "Sealed Bid - Do Not Open" marked on the sealed envelope. If proposals are sent via Express Mail, proposal pages MUST be placed in a sealed envelope properly identified within the Express Mail envelope. No responsibility will attach to the District or any official or employee thereof for the preopening of, postopening of, or the failure to open a proposal not properly addressed and identified as required. Offers by telegram, telefax or telephone are not acceptable.

**1.10 TECHNICAL QUESTIONS.** All questions should be presented in writing to the Contracts Administration Section at [Procurement@swfwmd.state.fl.us](mailto:Procurement@swfwmd.state.fl.us), the address as stated in the paragraph named "Correspondence," or faxed, followed by a written confirmation, to the Contracts Administration Office FAX number at 352-754-6884 for receipt no later than ten (10) working days prior to the proposal opening. Inquiries must reference the date of proposal opening, and proposal title and number.

**1.11 CONFLICT OF INTEREST.** The award hereunder is subject to the provisions of Chapter 112, Part III, F.S., as amended, governing conflicts of interest. All Respondents must disclose with their proposal the name of any officer, director, or agent who is also a public employee. Further, all Respondents must disclose the name of any public employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches. The Respondent hereby agrees that, at the time of execution of an agreement, the Respondent will not be involved in any matters which adversely affect any interest or position of the District, and that the Respondent has no relationship with any third party relating to any matters which adversely affect any interest or position of the District. The Respondent will not accept during the term of the agreement any retainer or employment from a third party whose interests appear to be conflicting or inconsistent with those of the District.

**1.12 PROPOSAL WITHDRAWAL.** Proposals may be withdrawn by written notice signed by the same person who signed the RFP form and received at any time prior to the opening. Proposals may be withdrawn in person by Respondent or its authorized representative; provided the authorized representative's identity is

made known and a signed receipt for the proposal is received.

**1.13 PUBLIC AVAILABILITY OF RECORDS.** Once opened, all proposals will become the property of the District and, at the sole discretion of the District, may not be returned to Respondent. Any information, reports or other materials given to, prepared or submitted in response to this RFP will be subject to the provisions in Chapter 119, F.S., commonly known as the Florida Public Records Act.

**1.14 RIGHT TO ACCEPT OR REJECT PROPOSALS.** Proposals which are incomplete, conditional, obscure, or contain additions not contemplated by the RFP or irregularities of any kind, or do not comply in every respect with the RFP may be rejected as nonresponsive at the option of the District. The District does not bind itself to accept the minimum specifications stated herein, but reserves the right to accept any proposal which in the judgment of the District will best serve the needs and the interests of the District. The District reserves the right to reject all proposals and not grant any award resulting from the issuance of this RFP.

**1.15 NOTICE OF DECISION.** The notice of decision will be posted for review by interested parties on the District's Internet web site (<http://www.watermatters.org/procurement>) and at 2379 Broad Street, Building No. 2, Room 242, Brooksville, Florida 34604-6899.

**1.16 PROTESTS.** Any Respondent who protests the specifications, decision, or intended decision, must file with the District a notice of protest and formal protest in compliance with Chapter 28-110, Florida Administrative Code (F.A.C.), and applicable provisions in Section 120.57, F.S. Failure to file a protest within the time prescribed in Section 120.57(3), F.S., will constitute a waiver of proceedings under Chapter 120, F.S.

**1.17 CONTRACT INFORMATION.** The contents of the proposal of the successful Respondent(s) will be incorporated into a written contract document in terms acceptable to the District at its absolute discretion and will be binding on all parties to the executed contract. Failure of Respondent(s) to accept this condition will result in the cancellation of any award. The laws of the State of Florida will govern any contract(s) resulting from this RFP and venue will lie in Hernando County, Florida. The District will have the right to examine and audit the successful Respondent's Project-related books, records, documents and papers during the Project and for at least three (3) years following completion date. The selected Respondent(s) will also be required to comply with all applicable laws, rules, regulations and contract provisions or conditions necessary in the judgment of the District to constitute a sound and complete contract.

**1.18 TRUTH IN NEGOTIATION.** Any lump-sum or cost-plus-a-fixed-fee contract resulting from this Request for Proposals will require the contractor to execute a truth-in-negotiation certificate stating that wage rates and

other factual unit costs supporting the compensation are accurate, complete, and current at the time for contracting. A contract of this type will also contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the agency determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. Any such contract adjustments will be made within one (1) year following the end of the contract.

**1.19 INDEMNIFICATION.** The Respondent agrees to indemnify and hold harmless the District and all District officers and employees, from liabilities, damages, losses, and costs, either at law or in equity, including but not limited to attorney fees and costs and attorney fees and costs on appeal, as a result of any negligent or reckless act or omission or any intentionally wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance under any contract resulting from this RFP.

**1.20 WITHHOLDING PAYMENT.** The District may retain and hold so much of the payments due the Respondent under any resulting contract it considers necessary until any actions, causes, claims, demands, judgments, losses, payments, recoveries, or suits have been settled and acceptable evidence to that effect has been furnished to the District.

**1.21 TERMINATION.** Unless otherwise agreed to by the District, any contract resulting from this RFP may be terminated by the District without cause upon ten (10) days written notice. Termination is effective upon the tenth (10th) day as counted from the date of the written notice. In the event of termination under this paragraph, the contractor or consultant will be entitled to compensation for all services provided to the District up to the date of termination on a pro-rated basis and which are within the Scope of Work, are documented in the budget, and are allowed under the Agreement.

**1.22 LAW COMPLIANCE.** The Respondent will abide by and assist the District in satisfying all applicable federal, state and local laws, rules, regulations and guidelines (including but not limited to the Americans with Disabilities Act) relative to performance under this RFP. The Respondent will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin. Respondent will obtain and maintain all permits and licenses necessary for its performance under this RFP.

**1.23 AMERICANS WITH DISABILITIES ACT (ADA).** The District does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the District's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans With Disabilities Act, should contact the Finance Administrative Supervisor at 352-796-7211 or

1-800-423-1476 (Florida Only), extension 4121; TDD ONLY 1-800-231-6103; FAX 352-754-6876.

**1.24 PUBLIC ENTITY CRIMES.** Pursuant to Subsections 287.133(2) and (3), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, 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 Subsection 287.017, F.S., for CATEGORY TWO, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**1.25 DISCRIMINATION.** Pursuant to Subsection 287.134(2)(a), F.S., an entity or affiliate who has been placed on the discriminatory vendor list 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 contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

**1.26 CORRESPONDENCE.** Unless otherwise stated or notified in writing by the District, correspondence pursuant to this RFP must be sent to the District at the following address:

Contracts Administration Office (PUR), Building 2  
Southwest Florida Water Management District  
2379 Broad Street (U.S. Hwy. 41 South)  
Brooksville, Florida 34604-6899

Unless otherwise stated or notified in writing by the Respondent, correspondence pursuant to this Request for Proposals will be sent to the Respondent at the address listed on the Proposal Response form.

**1.27 PURCHASES BY OTHER PUBLIC AGENCIES.** With the consent and agreement of the successful Respondent(s), purchases may be made under this RFP by other governmental agencies or political subdivisions within the State of Florida. Such purchases will be governed by the same terms and conditions stated herein. This agreement in no way restricts or interferes with the right of any public entity to procure any or all of these services independently.

CCNA rev. 10/07/09

## **PART II - INTRODUCTION**

- 2.1 GENERAL INFORMATION.** The Southwest Florida Water Management District (District) hereby solicits proposals from qualified consultants to provide the following professional services:

Perform elements of Watershed Management Program on an as needed, when needed basis.

To be considered, **one (1) original and three (3) copies** of a proposal **must** be received by the Contracts Administration Office (PUR), Building 2, at Southwest Florida Water Management District, 2379 Broad Street (U.S. Hwy. 41 South), Brooksville, Florida 34604-6899, by **2:30 p.m., Eastern Time, on Thursday, July 15, 2010**. All visitors must report to the lobby of Building 4 to sign in and be issued a visitors badge.

The District reserves the right to retain all proposals submitted. Submission of a proposal indicates acceptance by the Respondent of the conditions contained in this RFP. During the evaluation process, the District reserves the right, where it may serve the District's interest, to request additional information from Respondents for clarification purposes.

The Respondents agree to be bound by the Special Conditions for Federal Emergency Management Agency (FEMA) Contracts (Attachment 1).

Respondents to this Request for Proposals must demonstrate their ability to meet the qualifications as specified in Part IV of the RFP. Due to the magnitude of the scope of work and the expected number of responses to the RFP, the District has specified the response format and content to focus on pertinent areas of qualifications.

Up to seven (7) of the highest ranked Respondents will be required to make an oral presentation of their proposal.

**This Request for Proposals is in accordance with and pursuant to Section 287.055, F.S., "Consultants' Competitive Negotiation Act" (CCNA).**

The District anticipates contracting with Four (4) or more consulting firms to accomplish the work elements of the Watershed Management Program (WMP).

The anticipated budget for WMP consulting for Fiscal Year 2011 is Three Million Dollars (\$3,000,000).

- 2.2 BACKGROUND INFORMATION.** The Southwest Florida Water Management District is one of five regional districts charged by Chapter 373 of the Florida Statutes to preserve and protect the resources for the people through water resource development, regulatory and other programs. Central to the mission is maintaining the balance between the water needs of current and future residents, while protecting and maintaining the natural systems which provide the District with its existing and future water supply. The District's services include, but are not limited to, flood protection; regulatory programs such as surface water and water use permitting; natural systems management; preservation and restoration of threatened lakes, rivers, streams and estuaries; land management and acquisition; and public education awareness.

- 2.3 TERM OF CONTRACT.** The expected term of the contracts resulting from this Request for Proposals will be five (5) years. Work Orders will be issued for work during the first three (3) years of the contract for completion by the end of the fifth (5<sup>th</sup>) year.

- 2.4 PROPOSAL CALENDAR.** The following is a list of key dates up to and including the date proposals must be submitted:

**Request for Proposals issued by the District**

**June 4, 2010**

*General Request for Qualifications questions will be answered by telephone Monday through Friday from 8:30 a.m. to 4:30 p.m., Eastern Time. A public question and answer session will be held at the pre-proposal conference. Attendance is mandatory*

*Technical questions must be submitted in writing, by mail, e-mail, or fax no later than ten (10) working days before the opening date. The District will attempt to answer all submitted questions in a timely manner, but accepts no responsibility for response delays.*

*All District contact must be through the Contracts Administration Office, Southwest Florida Water Management District, 2379 Broad Street, Brooksville, Florida 34604-6899, telephone number 352-796-7211 or 1-800-423-1476 (Florida only) extension 4132; fax number 352-754-6884; E-mail: [Procurement@swfwmd.state.fl.us](mailto:Procurement@swfwmd.state.fl.us).*

**Mandatory Pre-Proposal Conference  
Wednesday, June 16, 2010  
2:00 p.m. EDT  
Southwest Florida Water Management District  
Brooksville Service Office Governing Board Room  
2379 Broad Street  
Brooksville, Florida 34604-6899  
352-796-7211, extension 4132**

**All visitors must report to the lobby of Building 1 to sign in and be issued a visitors badge.**

All interested parties are required to be represented at the MANDATORY Pre-Proposal Conference. The purpose of this conference is to allow potential Respondents an opportunity to present questions to staff and obtain clarification of the requirements of the proposal document. Because the District considers such a conference to be critical to understanding the proposal requirements, representation at the pre-proposal conference is MANDATORY to qualify as a Respondent. Minutes of the conference will not be published.

**Due date for Respondents to submit proposals (2:30 p.m.)**

**July 15, 2010**

**Oral Presentations**

**August 16-19, 2010**

**(alternate dates August 23 & 25-27, 2010)**

**Notice of Decision, anticipated posting date**

**September 3, 2010**

**Notices of Decision are posted on the District's Internet web site (<http://www.watermatters.org/procurement>) and at 2379 Broad Street, Building No. 2, Room 242, Brooksville, Florida 34604-6899.**

**Contract date**

**As soon as practicable**

### **PART III - NATURE OF SERVICES REQUIRED**

**3.1 PROJECT DESCRIPTION.** This project is to perform elements of the District's Watershed Management Program for selected watersheds in the 16 county area served by the District. The WMP includes five major elements: Digital Topographic Information; Watershed Evaluation; Watershed Management Plan; Implementation of Best Management Practices (BMPs); and Maintenance of Watershed Parameters and Models.

The WMP contracts will be managed by issuing work orders for specific elements or tasks of the WMP. Consultant selection for watershed assignments will be based on eligibility, watershed size and complexity, and experience in the project watershed. The District will provide a scope of services for each work order. The Consultant will prepare an Itemized Project Budget spreadsheet and schedule for negotiating each work order. Costs will be based upon the Fee Schedule(s) set forth in Exhibit "B" of the Consultant's contract. The scope and budget for work orders are subject to refinement as more project information is developed. Assignments will be distributed among the Qualified Consultants as equitably as possible, as determined by

the District's Resource Projects Department, with the highest ranked Consultant being given first consideration.

**3.2 WORK OBJECTIVE.** The Watershed Management Program provides the methodology to evaluate the capacity of a watershed to protect, enhance, and restore water quality and natural systems, while achieving flood protection. The program measures the effectiveness of the recommended strategies and goals to reach the desired watershed condition through assisted decision making using data analysis, modeling, projection, and evaluation.

**3.3 SCOPE OF WORK.** The following scope of work outlines the tasks and deliverables that may be included in a work order assignment

**3.3.1 Project Development**

3.3.1.1 Initial Project Development meeting.

3.3.1.2 Project Development Documents describing schedule, resources and line item costs.

3.3.1.3 Project communication and quality assurance plan.

**3.3.2 Watershed Evaluation** is a systematic acquisition of generic watershed features and their assessment to gain an understanding of the complexity of a watershed. It consists of tasks related to the creation of a Geographic Information System (GIS) database and associated analyses for developing information about watershed features. The Watershed Evaluation will include, but is not limited to, the following:

3.3.2.1 Assembly of existing topographic and watershed feature data.

3.3.2.2 Initial Geographic Information Systems (GIS) evaluation of topographic and watershed feature data and processing of Generic Features to provide initial catchments and surface connectivity.

3.3.2.3 Evaluate the topographic data and identify issues such as missing data and incorporation of data from various sources.

3.3.2.4 Public notification of property owners to solicit historical information and request their involvement in the project.

3.3.2.5 Pre-Field reconnaissance evaluation and field acquisition approach and methods development.

3.3.2.6 Field reconnaissance and acquisition.

3.3.2.7 Acquisition of new or additional topographic information using aerial or terrestrial Light Detection and Ranging (LiDAR) acquisition (if required).

3.3.2.8 Topographic data refinement.

3.3.2.9 Processing to develop final generic catchments and connectivity presented in a Geodatabase.

3.3.2.10 Set up preliminary model features.

3.3.2.11 Surface water resource assessment analysis approach.

3.3.2.12 Project management and quality assurance/control.

3.3.2.13 Final approved deliverables for the Watershed Evaluation.

**3.3.3 Watershed Management Plan development** consists of several tasks related to the management of surface water resources. The Watershed Management Plan will include, but is not limited to, the following:

3.3.3.1 Watershed Model parameterization.

3.3.3.2 Interim Preliminary Model Review.

3.3.3.3 Floodplain analysis.

3.3.3.4 Peer Review.

3.3.3.5 Public notification.

3.3.3.6 Public Meeting.

3.3.3.7 Revised floodplain analysis and delineation.

3.3.3.8 Presentation to Governing Board.

3.3.3.9 Level of service determination.

- 3.3.3.10 Surface water resource assessment (water quality only).
- 3.3.3.11 Best Management Practices (BMP) alternative analysis.
- 3.3.3.12 Project management and quality assurance/control.
- 3.3.3.13 Final approved deliverables for the Watershed Management Plan.
- 3.3.3.14 Conceptual Environmental Resource Permit application(s) for Selected BMP(s).

- 3.3.4 Implementation of Best Management Practices plan is developed as part of the BMP alternative analysis completed for the Watershed Management Plan. The implementation plan includes stormwater management infrastructure improvements to specific improvement areas, and consists of: design, development of construction documents, construction permitting, land acquisition, bidding and contractor selection, construction, construction engineering, inspection, and management of the BMPs in each improvement area.
- 3.3.5 Maintenance of Watershed Parameters and Models is updating the watershed parameters used in the computer simulation of the watersheds as BMPs are implemented and land alteration occurs in the watershed. This data management and maintenance process is necessary to continually evaluate the present condition of the watershed. One or more of the three elements described in the previous sections above will be addressed under this task. Assignments will be generated as required to update existing watershed models and Watershed Management Plans.
- 3.3.6 Development of Digital Flood Insurance Rate Maps (DFIRM) includes base map development, conversion of Watershed Management Plan deliverables, and/or re-delineation of current FIRMs, and production of DFIRMs and Flood Insurance Study reports for submittal to FEMA in accordance with FEMA guidelines and specifications. **Note:** The District anticipates that FEMA will develop the DFIRMs and Flood Insurance Study reports. However, Consultants are invited to submit qualifications to prepare DFIRMs, but DFIRM capability is not required and DFIRM qualifications will not be evaluated.

**3.4 WORK PRODUCTS REQUIRED.** Work for this project will be performed in accordance with standard engineering practice, and the following Guidance documents, which can be found on the DISTRICT'S FTP site at: [ftp://ftp.swfwmd.state.fl.us/pub/GWIS/WMP\\_Guidance\\_Documents](ftp://ftp.swfwmd.state.fl.us/pub/GWIS/WMP_Guidance_Documents).

- 3.4.1 "Watershed Management Program Guidelines and Specifications" (G&S), current version, August, 2002
- 3.4.2 GWIS (Geographic Watershed Information System) Database Design Document Version 1.6, dated January, 2009 and all supporting documentation
- 3.4.3 "Acquisition of Geospatial Information to Complete the Generic Watershed Parameters (Hydro Network)", March, 2008
- 3.4.4 "Procedures for Catchment Delineation with Flow Path and Connectivity Development", dated June 16, 2006
- 3.4.5 "White Paper – Physically Based Determination of Rainfall Excess in the SWFWMD", dated January 8, 2008
- 3.4.6 "SWFWMD Green and Ampt Processing", May 6, 2008
- 3.4.7 "SWFWMD Green and Ampt Analyses Support", July, 2008
- 3.4.8 SWFWMD Hydro Tools Project – Irregular Cross-Section Extraction Tool Documentation, January, 2008
- 3.4.9 "FEMA Guidelines and Specifications for Flood Hazard Mapping Partners, Appendix B: Guidance for Converting to the North American Vertical Datum of 1988", April 2003
- 3.4.10 "Stormwater Level of Service Methodology", September, 1993
- 3.4.11 "FEMA Guidelines and Specifications for Flood Hazard Mapping Partners.
- 3.4.12 "Scope of Work Task Descriptions", SWFWMD, version specified in the Work Order.

**3.5 PERFORMANCE SCHEDULE.** Since the duration of each project will be determined by its size, and complexity, a performance schedule will be negotiated for each assignment.

**3.6 CONTINUAL PERFORMANCE EVALUATION (CPE).** Consultants will be continually evaluated during the course of an assigned project. A total performance score will be assigned based on the quality of work

submitted, adherence to the project schedule and budget, and congruence between RFP team and the team performing the project. This performance evaluation will be used as criteria for further work allocation.

## **PART IV – PROPOSAL FORMAT**

- 4.1 GENERAL.** This section is designed to focus the RFP responses to the areas of greatest interest to the District. This format will give respondents a better understanding of the District's expectations and will allow pertinent qualification items to be readily identified. All proposals will be submitted on 8.5" x 11" paper, printed on both sides, with sections and pages clearly numbered. Text will be single-spaced using 12-point font, except for headers, footers, tables, graphs and charts. All information furnished must be legible.
- 4.2 ORGANIZATIONAL PROFILE AND QUALIFICATIONS.** This section should be no more than 10 pages maximum, not including the organizational chart.
- 4.2.1 Ability to furnish the required services – This section of the proposal must include a profile of the responding firm or team that demonstrates the "Prime" Respondent firm's ability to furnish the required services. The profile will include information that demonstrates that the organization has the necessary equipment, water resources software, specialty GIS processing products, and personnel available to perform the elements of the Watershed Management Program in a timely manner. Provide a description of the IT structure, and the computers, with specifications, water resource software, and GIS processing products available to the project team. Discuss the allocation of these items to staff. Provide an organizational chart of the company and the water resources department. Sub-respondent/Sub-contractor usage must be identified in the organization chart. A description of the tasks that will be performed by the subcontractor(s) (i.e., surveys, and topographic information, etc.) must be provided along with the names of their key personnel.
  - 4.2.2 Performance history on similar projects - This section of the proposal must include information about past projects that demonstrate qualifications to perform the service requested herein. Provide a table containing a list of watershed management projects completed in Florida within the last 5 years. Include project description, original and final project cost, man-hours, and date when work was initiated and completed. Focus on watershed model development, floodplain analysis, GIS processing, BMP alternative analysis and implementation of BMPs. See Attachment 2 for the table format that must be used to present similar project information.
  - 4.2.3 Recent, current and projected workload for the project team - This section of the proposal is to demonstrate that the firm will have the staff, and resources available to perform the assignments in the future.
  - 4.2.4 Commitment of staff and resources - This section is to contain a statement of the commitment of upper management of the firm to furnish staff and resources during an entire assignment (assignments can be as long as 5 years). Contracts resulting from this RFP will specify those persons assigned to a project. CPE points may be deducted if active members presented in the proposal are not part of the project team and are not identified to perform project tasks. Replacement of team members must be with equal or more qualified persons, and must be approved in writing by the District before an assignment will be made.
- 4.3 TECHNICAL AND MANAGEMENT APPROACH.** This section should be no more than 20 pages maximum.
- 4.3.1 Project goals and objective clearly understood - This section of the proposal must present the respondents understanding of goals and objectives of the Watershed Management Program as given in the guidance documents in Section 3.4. Some items that need to be addressed here are:
    - 4.3.1.1 GIS data management Approach - This section must present a discussion of the following:
      - 4.3.1.1.1. "Enterprise Data and Management"
        - 4.3.1.1.1.1. How do you currently organize the SWFWMD Data?
        - 4.3.1.1.1.2. How do you serve the District Data?
          - 4.3.1.1.1.2.1. Hardware (specific)
          - 4.3.1.1.1.2.2. Software (specific)
          - 4.3.1.1.1.2.3. Network Infrastructure (specifications, T5, T6, wireless 802.11g, 802.11n, etc.)

- 4.3.1.1.1.3. What specific software is used at the Desktop to access the District Data (ArcGIS-ArcINFO, ArcView, Automated Computer Assisted Design (AutoCAD), etc.?
      - 4.3.1.1.1.3.1. How many licenses of each desktop?
      - 4.3.1.1.1.3.2. How many total users?
      - 4.3.1.1.1.3.3. What is the average daily usage of each software?
    - 4.3.1.1.2. Discuss your commitment to using GIS
      - 4.3.1.1.2.1. Explain how you use Geodatabases. Explain why you use a geodatabase rather than shapefiles, .dwgs, .dngs, etc.
        - 4.3.1.1.2.1.1. Discuss the organization of your GIS data holdings?
        - 4.3.1.1.2.1.2. Do you maintain vector data separately from raster data?
        - 4.3.1.1.2.1.3. Do you maintain CAD data separately from GIS data?
        - 4.3.1.1.2.1.4. How do you exchange data within your company?
      - 4.3.1.1.2.2. Explain why (or why you do not) use ArcServer or ArcSDE or ImageServer.
      - 4.3.1.1.2.3. Discuss the Read/Write rules that you apply to your GIS data.
      - 4.3.1.1.2.4. Are GIS users required to copy data locally for processing?
      - 4.3.1.1.2.5. Discuss the process that you use to add GIS data to your database.
      - 4.3.1.1.2.6. Discuss how your Engineering staff interacts with your GIS staff.
      - 4.3.1.1.2.7. Discuss your GIS training program for engineering staff.
    - 4.3.1.1.3. Discuss in detail and with specificity the QC processes used for:
      - 4.3.1.1.3.1. Preparing data for entry into your GIS database.
      - 4.3.1.1.3.2. Preparing for data to be exported from your GIS database.
- 4.3.1.2 Approach to the integration of GIS into the watershed model - This section must address the use of a Geodatabase and GIS functionality to develop a general watershed geodatabase, watershed model parameters, and the mode of transfer of information from the geodatabase to the model database.
- 4.3.1.3 Watershed Modeling Approach - This section should address at a minimum the following topics:
  - 4.3.1.3.1. Green and Ampt method.
  - 4.3.1.3.2. Percolation as an outfall.
  - 4.3.1.3.3. Two dimensional (2-D) surface water modeling.
  - 4.3.1.3.4. When to simulate a reach as a weir or channel.
  - 4.3.1.3.5. Channel control volume and assigning storage to nodes.
  - 4.3.1.3.6. Starting water surface elevation.
- 4.3.2 Project management, quality control and assurance, and communications - This section of the proposal should include a description of how the respondent proposes to manage projects, provide quality control and assurance procedures, and communication.

#### **4.4 PROJECT TEAM QUALIFICATIONS.** This section should be no more than 10 pages maximum.

- 4.4.1 Ability of Professional personnel - In this section the respondent should identify the hardware and software that will be used for the District's projects. Every person working on the project must have their own computer with the latest version of an ESRI ArcInfo and an Interconnected Pond Routing (ICPR) or equivalent license. Submit a table for each team member detailing the computer manufacturer, CPU memory and "Passmark" Benchmark rating, hard drive capacity, operating system, ICPR software version, ESRI software products, extensions, and versions. See Attachment 3 for the table format for computers.
- 4.4.2 Relevant education and training - This section should focus on the education and training that has prepared the respondents' staff member to perform the requirements of this project. Only provide this

information for staff that will actually be working on the projects. How many GISPs, or CMSs or other GIS certified personnel are on-staff. Discuss the training provided for your GIS Staff. What specific training courses/programs has your GIS staff completed? Discuss the training provided for your Engineering staff. What specific GIS training courses/programs has your Engineering staff completed? List the GIS and ICPR and other relevant software training that members of the respondents team have completed on Attachment 3. Include date of training.

4.4.3 Past experience with similar watershed projects - This section should focus on experience with watershed modeling, GIS processing, geodatabase management, and experience meeting FEMA requirements for each of the project members.

**4.5 RESUMES.** Provide resumes, no more than two pages per individual demonstrating their qualifications. These resumes will provide the overview of the person's experience. Include only resumes of persons expected to be active members of a project team assembled to perform an assignment. Do not include resumes of staff members who will not be working on the projects assigned by the District. See Attachment 4 for the table format that must be used for resumes.

**4.6 DFIRM QUALIFICATIONS.** (Optional) Respondents who desire to present qualifications for DFIRM production must present their capabilities in this section of the proposal.

## **PART V - INSURANCE REQUIREMENTS**

**5.1 INSURANCE REQUIREMENTS.** Any contract resulting from this RFP will require the Consultant to maintain, during the entire term of the contract, insurance in the following kinds and amounts or limits with a company or companies authorized to do business in the State of Florida and will not commence work under the contract until the District has received an acceptable certificate or certificates of insurance showing evidence of such coverage:

5.1.1 Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office without restrictive endorsements, or equivalent, including aircraft liability, watercraft liability as applicable, with the following minimum limits and coverage:

Minimum Limits .....\$1,000,000 per occurrence

5.1.2 Vehicle liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Bodily Injury Liability per Person ..... \$100,000  
 Bodily Injury Liability per Occurrence ..... \$300,000  
 Property Damage Liability ..... \$100,000

- or -

Combined Single Limit ..... \$500,000

5.1.3 The District and its employees, agents, and officers must be named as additional insureds on the general liability policy to the extent of the District's interests arising from the contract.

5.1.4 Consultant must carry workers' compensation insurance in accordance with Chapter 440, F.S., and maritime law, if applicable (navigable waters). If Consultant does not carry workers' compensation coverage, Consultant must submit to the District both an affidavit stating that the Consultant meets the requirements of an independent contractor as stated in Chapter 440, F.S., and a certificate of exemption from workers' compensation coverage.

5.1.5 Professional liability (errors and omissions) insurance in a minimum amount of One Million Dollars (\$1,000,000).

5.1.6 The Consultant must obtain certificates of insurance from any subcontractor otherwise the Consultant must provide evidence satisfactory to the District that coverage is afforded to the subcontractor by the Consultant's insurance policies.

5.1.7 Certificates of insurance must provide for mandatory thirty (30) days prior written notice to the District of any change or cancellation of any of the required insurance coverage.

## **PART VI - EVALUATION PROCEDURES**

**6.1 REVIEW OF PROPOSALS.** Timely submitted proposals will be evaluated by three (3) representatives of the District. Each representative will score each proposal by the criteria described in Section 6.2 below.

**6.2 EVALUATION METHOD AND CRITERIA.** Proposals will be evaluated by the following criteria:

### **NO COST EITHER HOURLY OR OTHERWISE IS TO BE SUBMITTED.**

| <b><u>Category</u></b>                                                                                                                                                          | <b><u>Point Range</u></b> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| Organizational Profile and Qualifications.....                                                                                                                                  | <u>0 - 10</u>             |
| Ability to furnish the required services (3) / Performance history on similar projects (3) / Recent, current and projected workload (2) / Commitment of staff and resources (2) |                           |
| Technical and Management Approach .....                                                                                                                                         | <u>0 - 62</u>             |
| Project goals and objectives clearly understood (37) / Project management control and communications (15) / Relevant education and training (10)                                |                           |
| Project Team Qualifications .....                                                                                                                                               | <u>0 - 25</u>             |
| Ability of professional personnel (18) / Past performance with similar projects (7)                                                                                             |                           |
| Volume of Work.....                                                                                                                                                             | <u>0 - 3</u>              |
| Volume of work previously awarded (3)                                                                                                                                           |                           |

**6.3 FINAL SELECTION.** Individual raw scores will be ranked with the top ranked Respondent receiving a rank of one (1). The individual rankings will be totaled. The successful Respondents will be those Respondents with the lowest totaled rankings. In the event of a tie, the raw scores will be totaled and the successful Respondent will be the Respondent with the highest cumulative raw score.

The District anticipates negotiating contracts with Four (4) or more of the top-ranked Consultants, at compensation which the District determines is fair, competitive and reasonable. The cost of the required services and the scope and complexity of the said services will be considered in making this determination. If the District is unable to negotiate a satisfactory contract with any one of the Consultants at a price the District determines to be fair, competitive and reasonable, negotiations with that Consultant will be terminated and the District will undertake negotiations with the Consultant having the next highest rank.

The District anticipates allocating the performance of the Watershed Management Program among the Consultants selected under this RFP in a reasonably equitable manner based on eligibility and watershed size and complexity and the experience of the Consultant with a specific watershed, with the highest ranked Consultant being given first consideration. Assignments for the Watershed Management Program will be issued on an as needed, when needed basis.

The District anticipates that on, or shortly after September 3, 2010, the Notice of Decision will be posted on the District's Internet web site (<http://www.watermatters.org/procurement>) and at 2379 Broad Street, Building No. 2, Room 242, Brooksville, Florida 34604-6899.

Attachment 1  
Special Conditions for Federal Emergency  
Management Agency (FEMA) Contracts

1. Copyrights

The Federal awarding agency, the Federal Emergency Management Agency, and the District as grantee, will reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal or state government purposes, the copyright in any work developed by the Respondent and any rights of copyright in which the Respondent purchases ownership as part of completion of the work outlined in this RFP.

2. Certification Regarding Debarment and Suspension

In order to protect the public interest, it is the policy of the Federal Government to conduct business only with responsible persons. Debarment and suspension are discretionary actions that, taken in accordance with [Executive Order 12549](#) and these regulations, are appropriate means to implement this policy. [Executive Order \(E.O.\) 12549](#) provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for nonprocurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and nonfinancial assistance and benefits under Federal programs and activities.

The District, therefore, cannot make any award or permit any award or contract at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under [Executive Order 12549](#), "Debarment and Suspension."

The Respondent must certify that he or she, or the firm or business he or she is associated with has not been:

- a. Debarred or suspended;
- b. Proposed for debarment under 48 CFR part 9, subpart 9.4; or
- c. Ineligible for or voluntarily excluded from the covered transaction.

Upon issuance of a contract under this RFP the respondent will be required to complete the form entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Federally Funded Transactions"

Furthermore, the Respondent must agree not to contract for goods or services or knowingly conduct business with any individual, firm, or business that is:

- a. Debarred or suspended;
- b. Proposed for debarment under 48 CFR part 9, subpart 9.4; or
- c. Ineligible for or voluntarily excluded from the covered transaction.

Violation of this restriction may result in disallowance of costs, annulment or termination of the contract, issuance of a stop work order, debarment or suspension, or other remedies as appropriate.

Changed circumstances regarding certification. The Respondent must provide immediate written notice to the District if at any time the Respondent learns that its certification, or the certification of its contractors, was erroneous when submitted or has become erroneous by reason of changed circumstances.

3. Nonsolicitation and Conflicts of Interest

The District and the District's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. The

Respondent will comply with any District rules and policies relating to real, apparent, or potential conflicts of interest.

4. Contracting With Small and Minority Firms, Women's Business Enterprise and Labor Surplus Area Firms

The Respondent will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. The affirmative steps shall include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

5. Equal Employment Opportunity

The Respondent will recognize and adhere with [Executive Order 11246](#) of September 24, 1965, entitled "Equal Employment Opportunity," as amended by [Executive Order 11375](#) of October 13, 1967, and as supplemented in Department of Labor regulations.

6. Access to Records

The Respondent must be prepared to permit access by the Federal Emergency Management Agency, the District, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records which are directly pertinent to the performance of work under the proposal for the purpose of making audit, examination, excerpts, and transcriptions. The Respondent must be prepared to retain all required records for three years after the District makes final payments and all other pending matters are closed.

7. Clean Air Act/Clean Water Act

The Respondent will recognize and adhere with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act ([42 U.S.C. 1857\(h\)](#)), section 508 of the [Clean Water Act \(33 U.S.C. 1368\)](#), [Executive Order 11738](#), and Environmental Protection Agency regulations ([40 CFR part 15](#)).

8. Adherence to State Energy Conservation Plan

The Respondent will recognize and adhere with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act ([Pub.L. 94-163](#), 89 Stat. 871).

9. Nondiscrimination

The Respondent will recognize and adhere with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a. Title VI of the Civil Rights act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;
- b. Title 44, Chapter I, Part 7, Nondiscrimination in Federally-Assisted Programs (FEMA Reg. 5), which effectuates the provisions of Title VI of the Civil Rights Act of 1964 to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in,

be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Federal Emergency Management Agency. Respondent will also be responsible for submitting such compliance reports to the District as may be necessary to carry out its obligations under this regulation;

- c. Title IV of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681 –1683, and 1685-1686), which prohibits discrimination on the basis of sex);
- d. Section 504 of the Rehabilitation Act of 1973, as amended (29. U.S.C. Section 794), which prohibits discrimination on the basis of handicaps;
- e. The Age Discrimination Act of 1975, as amended (42. U.S.C. Sections 6101-6107) and Title 44, Chapter I, Part 7, which prohibits discrimination on the basis of age;
- f. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255); as amended, relating to nondiscrimination on the basis of drug abuse;
- g. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- h. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse records;
- i. Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et. seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing;
- j. Any other nondiscrimination provision in the specific statute(s) under which application for Federal assistance is being made; and
- k. The requirements of any other nondiscrimination statute(s), which may apply, to the award of the contract.

#### 10. Adherence to Hatch Act

The Respondent will recognize and adhere with the provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

#### 11. Environmental Standards

The Respondent will recognize and adhere with the environmental standards which may be prescribed pursuant to the following:

- a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended (hereinafter NEPA) (P.L. 91-190, 42 U.S.C. 4321 et. seq.), Executive Order (EO) 11514 and Executive Order 11991, 42 FR 26967 (1977), and the procedural provisions for the implementation of NEPA found in the Council on Environmental Quality (CEQ) Regulations (National Environmental Policy Act Regulations, 43 FR 55978 (1978);
- b. Notification of violating facilities pursuant to EO 11738;
- c. Protection of wetlands pursuant to EO 11990
- d. Evaluation of flood hazards in floodplains in accordance with EO 11988
- e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Sections 1451 et. seq.)
- f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176 (c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section et. seq.);
- g. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and
- h. Protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

#### 12. Flood Protection

Respondent will comply, if applicable, with the flood insurance purchase requirements of Section 102a of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to

participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000.00 or more.

13. Compliance with the Wild and Scenic Rivers Act

Respondent will recognize and adhere, if applicable, with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 470) relating to protection of components or potential components of the national wild and scenic rivers system, EO 11593 (identification and protection of historic properties), and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469a et. seq.).

14. Lobbying Restrictions

The Respondent must certify, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid on his or her behalf to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federally funded contract, grant, loan, or cooperative agreement, the respondent will be required to make disclosure by completing Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

Submission of this certification is a prerequisite for the award of the contract, as imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

*(for subcontracts over \$100K)*

Pursuant to Section 216.347, Florida Statutes, and applicable federal law, the Respondent further must agree that no funds allotted under the award from the District will be expended for the purpose of lobbying the Legislature, state agency employees, Members of Congress, officers or employees of Congress, or an employee of a Member of Congress.

Attachment 2  
Sample Performance History

Florida Projects of Similar Size and Type

| Project Name<br>(County Location)<br>Name of Company        | Original<br>Cost | Final Cost | Man-<br>hours | Start Date | Projected<br>Completion<br>date | Actual<br>Completion<br>date |
|-------------------------------------------------------------|------------------|------------|---------------|------------|---------------------------------|------------------------------|
|                                                             |                  |            |               |            |                                 |                              |
| Project Description –                                       |                  |            |               |            |                                 |                              |
| Client Project Manager(s): {Name, title, address & phone #} |                  |            |               |            |                                 |                              |
| Project Name<br>(County Location)<br>Name of Company        | Original<br>Cost | Final Cost | Man-<br>hours | Start Date | Projected<br>Completion<br>date | Actual<br>Completion<br>date |
|                                                             |                  |            |               |            |                                 |                              |
| Project Description –                                       |                  |            |               |            |                                 |                              |
| Client Project Manager(s): {Name, title, address & phone #} |                  |            |               |            |                                 |                              |
| Project Name<br>(County Location)<br>Name of Company        | Original<br>Cost | Final Cost | Man-<br>hours | Start Date | Projected<br>Completion<br>date | Actual<br>Completion<br>date |
|                                                             |                  |            |               |            |                                 |                              |
| Project Description –                                       |                  |            |               |            |                                 |                              |
| Client Project Manager(s): {Name, title, address & phone #} |                  |            |               |            |                                 |                              |
| Project Name<br>(County Location)<br>Name of Company        | Original<br>Cost | Final Cost | Man-<br>hours | Start Date | Projected<br>Completion<br>date | Actual<br>Completion<br>date |
|                                                             |                  |            |               |            |                                 |                              |
| Project Description –                                       |                  |            |               |            |                                 |                              |
| Client Project Manager(s): {Name, title, address & phone #} |                  |            |               |            |                                 |                              |

Attachment 3  
Sample Computer Hardware & Software Table

|                                                         |  |
|---------------------------------------------------------|--|
| Team member name:                                       |  |
| Computer manufacturer:                                  |  |
| CPU memory:                                             |  |
| "Passmark" Benchmark rating:                            |  |
| Hard drive capacity:                                    |  |
| Operating system:                                       |  |
| ICPR software version:                                  |  |
| ESRI software products:<br>(list extension and version) |  |
| Software training:<br>(include date of training)        |  |

|                                                         |  |
|---------------------------------------------------------|--|
| Team member name:                                       |  |
| Computer manufacturer:                                  |  |
| CPU memory:                                             |  |
| "Passmark" Benchmark rating:                            |  |
| Hard drive capacity:                                    |  |
| Operating system:                                       |  |
| ICPR software version:                                  |  |
| ESRI software products:<br>(list extension and version) |  |
| Software training:<br>(include date of training)        |  |

|                                                         |  |
|---------------------------------------------------------|--|
| Team member name:                                       |  |
| Computer manufacturer:                                  |  |
| CPU memory:                                             |  |
| "Passmark" Benchmark rating:                            |  |
| Hard drive capacity:                                    |  |
| Operating system:                                       |  |
| ICPR software version:                                  |  |
| ESRI software products:<br>(list extension and version) |  |
| Software training:<br>(include date of training)        |  |

Attachment 4  
Sample Resume Format

Name of Individual  
Title and/or Position

|                                                                                       |                 |                   |                  |                 |
|---------------------------------------------------------------------------------------|-----------------|-------------------|------------------|-----------------|
| Name of Company:                                                                      | Office Location | City of Residence | Years Experience | Years with Firm |
|                                                                                       |                 |                   |                  |                 |
| Education/Certification/Registration                                                  |                 |                   |                  |                 |
|                                                                                       |                 |                   |                  |                 |
| Description of Related Experience Within the Last Five Years                          |                 |                   |                  |                 |
| Project Descriptions -                                                                |                 |                   |                  |                 |
| Project Descriptions -                                                                |                 |                   |                  |                 |
| Project Descriptions -                                                                |                 |                   |                  |                 |
| Description of Software Familiarity and Significant Accomplishments                   |                 |                   |                  |                 |
| Software<br>Unique Positions<br>Affiliations<br>Recognitions<br>Other accomplishments |                 |                   |                  |                 |

Name of Individual  
Title and/or Position

|                                                                                       |                 |                   |                  |                 |
|---------------------------------------------------------------------------------------|-----------------|-------------------|------------------|-----------------|
| Name of Company:                                                                      | Office Location | City of Residence | Years Experience | Years with Firm |
|                                                                                       |                 |                   |                  |                 |
| Education/Certification/Registration                                                  |                 |                   |                  |                 |
|                                                                                       |                 |                   |                  |                 |
| Description of Related Experience Within the Last Five Years                          |                 |                   |                  |                 |
| Project Descriptions -                                                                |                 |                   |                  |                 |
| Project Descriptions -                                                                |                 |                   |                  |                 |
| Project Descriptions -                                                                |                 |                   |                  |                 |
| Description of Software Familiarity and Significant Accomplishments                   |                 |                   |                  |                 |
| Software<br>Unique Positions<br>Affiliations<br>Recognitions<br>Other accomplishments |                 |                   |                  |                 |