



Board of County Commissioners

***1801 27th Street
Vero Beach, FL. 32960
Telephone: (772) 567-8000
Fax (772) 778-9391***

May 11, 2011

**Subject: RFQ # 2011046
CONTINUING ENVIRONMENTAL AND BIOLOGICAL SUPPORT
SERVICES FOR CIVIL AND ENVIRONMENTAL ENGINEERING
PROJECTS on an Annual Contractual Basis for miscellaneous projects in
Indian River County, Florida**

Dear Sir/Madam:

The Indian River Board of County Commissioners is requesting qualifications from qualified firms to provide contractual professional environmental and biological support services for an Annual Contract.

Detailed specifications for the above referenced RFQ are available from DemandStar.com at: (800) 711-1712 or downloaded from its web site at: www.demandstar.com. An RFQ Information Package is also available by contacting the Indian River County Purchasing Division at: (772) 226-1416 or by email: purchasing@ircgov.com.

Submit one original and five (5) copies of the proposal. All proposals, mailed or walked in, must be received by the Purchasing Division, 1800 27th Avenue, Building B, Vero Beach, Florida 32960 on or before 2:00 p.m. Wednesday, June 8, 2011.

Initial screening, ranking, final ranking and negotiations will be in accordance with the Consultant Competitive Negotiation Act, F.S. 287.055.

We hope you will participate in the competitive selection process for this annual contract.

Sincerely,

Jerry Davis
Purchasing Manager

CJK/jmw
enclosure

**COUNTY OF INDIAN RIVER, FLORIDA
REQUEST FOR QUALIFICATIONS (RFQ)**

**CONTINUING ENVIRONMENTAL AND BIOLOGICAL
SUPPORT SERVICES FOR CIVIL AND
ENVIRONMENTAL ENGINEERING PROJECTS**

R.F.Q. # 2011046

ACCEPTANCE TIME/DATE: 2:00 p.m./Wednesday, June 8, 2011

LOCATION: Purchasing Division
1800 27th Street, Building B
Vero Beach, Florida 32960

**ALL QUESTIONS FOR THIS REQUEST FOR QUALIFICATIONS SHALL BE DIRECTED
IN WRITING TO:**

Jerry Davis, Purchasing Manager
purchasing@ircgov.com
Indian River County
1800 27th Street, Building B
Vero Beach, Florida 32960
Fax (772) 778-9391

**ALL QUESTIONS MUST BE RECEIVED BEFORE 5:00 PM ON OR BEFORE May 29, 2011
OR THEY WILL NOT BE ANSWERED.**

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CONTINUING ENVIRONMENTAL AND BIOLOGICAL SUPPORT SERVICES FOR CIVIL AND ENVIRONMENTAL ENGINEERING PROJECTS

A. GENERAL SCOPE OF THE WORK

The Indian River County Board of County Commissioners, in compliance with the Consultants' Competitive Negotiation Act (hereinafter "CCNA"), Section 287.055, Florida Statutes, announces that professional services on an annual contractual basis will be required as set forth herein. Indian River County (hereinafter "the County") seeks statements of qualifications from Environmental and Biological Consultants and Firms (hereinafter "Consultants") that wish to provide continuing contract consulting services for a variety of future projects that may be constructed by Indian River County. Said services may include, but not be limited to wetland delineation, wetland mitigation issues, permits regarding wetland issues or other issues, landscape design using native Florida vegetation, landscape plantings using native Florida vegetation, historical surveys, cultural studies, and environmental audits.

The County intends to enter into a Master Professional Service Agreement (hereinafter "Agreement") with the most highly qualified Consultant (in the County's sole opinion), and thereafter negotiate future Work Orders or Purchase Orders for projects. (Note: Work Orders will be issued when the professional service fee is \$15,000 or higher and Purchase Orders will be issued when the professional service fee is less than \$15,000.) A Consultant Selection Review Committee will rank the Consultants and make a recommendation to the Indian River County Board of County Commissioners that it enter into an Agreement with the most highly qualified Consultant. Specific professional abilities and services requested are:

- Expertise in wetland permitting and permitting related issues in Indian River County.
- Knowledge of wetland regulations and good working relationships with state review agencies' staff assigned to Indian River County.
- Indian River County wetland delineation expertise and familiarity with Indian River County soil types.
- Expertise in environmental mitigation issues in Indian River County.
- Expertise in design of functional wildlife habitat using native Florida vegetation. (An on-staff landscape architect is not required.)
- Expertise in creating functional wildlife habitats using native Florida vegetation.
- Expertise in performing Phase I and II environmental audits.
- Ability to perform historical surveys. (Note: Historical surveys and cultural studies are expected to be a minor part of this Agreement. Therefore, it is acceptable for the Consultant to list a historical survey subconsultant and/or cultural studies subconsultant in its Proposal package without receiving a penalty in scoring point allocations.)

Some of the projects anticipated by Indian River County are projects in which the construction cost of each individual project under the Agreement does not exceed \$2

million, or study activities where the fee for such professional service for each individual study under the Agreement does not exceed \$200,000, or for work of a specified nature as outlined in the Agreement. The Agreement may have a fixed term or no time limitation, but the Agreement will contain a termination clause.

Indian River County will enter into an Agreement with a single qualified firm. The County intends for the Agreement to have a term of one year, with one renewal option of one year, for a potential total of two years, subject to early termination as set forth in the Agreement. The County will issue Work Orders and/or Purchase Orders in the County's best interest. No representation or guarantee is made by the County as to the minimum or maximum dollar value, volume of work, or type of work that the Consultant will receive during the term of the Agreement.

B. GENERAL CRITERIA FOR SELECTION

1. Schedule

Advertise for Statement of Qualifications	MAY 11, 2011
Deadline for Submitting Questions on Scope of Work	MAY 29, 2011
Submission Deadline	Before 2:00 PM on JUNE 8, 2011
Consultant Selection Review Committee Meets	JULY 1, 2011
Board Approval of Selected Consultants	JULY 19, 2011

2. Information to be Submitted

Submit responses to this Request for Qualifications (hereinafter "RFQ") in the format described below. Any deviation from this format will result in the Consultant's disqualification. All type shall be Arial font size 12 and all page margins shall be 1-inch. The RFQ shall be limited to the following: a Letter of Interest and four sections as discussed below:

One Page Letter of Interest:

Transmittal Letter indicating interest in the RFQ. Include the RFQ Number 2011046.

Note: One page maximum.

Section 1 – Local Knowledge and Proficiency in Selected Areas:

Tell us why the County should select you. Discuss each of the following:

- (a) The extent of your working experience in Indian River County.
- (b) Your working relationships with FDEP, US Army Corps of Engineers, and SJRWMD staff assigned to Indian River County. List at least one such individual from each agency with their contact information.
- (c) Your experience delineating Indian River County wetlands and your familiarity with the County's soil types.
- (d) Your experience mitigating environmental issues in Indian River County.

- (e) Discuss your ability to design functional wildlife habitats using native Florida vegetation.
- (f) Discuss your ability to provide landscaping services to create and maintain functional wildlife habitats.
- (g) Discuss your experience in performing Phase I and II environmental audits in Indian River County.

Note: The entire Section shall be 7 pages maximum.

Section 2 – Qualifications of Staff Assigned to the County:

- (a) Identify ONLY individuals who will actually work on County projects. See Note (1) below.
- (b) Describe the specific task(s) each individual may perform.
- (c) Provide an organization chart for the Consultant's employees and subconsultants (if any) who will work on the County's projects.
- (d) Resumes of the individuals identified in Item (a), above.

Notes:

- (1) If a Consultant lists personnel who later do not substantially contribute to an applicable project assignment, then that Consultant's Agreement with the County may be terminated. Language to this effect will be included in the Agreement. The County is only interested in those individuals who will actually work on its projects.
- (2) Item (a) - list of individuals, is limited to one page; Item (b) - specific tasks, is limited to two pages; Item (c) - organization chart, is limited to one page; and Item (d) – resumes, is limited to two pages per resume.

Section 3 – Specific Project Examples:

List five projects located in Indian River County that your firm was responsible for within the last five years and that specifically relate to the items discussed in Section 1. The summary shall include a brief project description; cost information; Consultant's employees who worked on the project and their assignment; client contact person, and their telephone number.

Note: Two pages maximum per project description with a maximum total of ten pages for all of Section 3.

Section 4 – Miscellaneous Information:

- 1. Proof of Insurance [See Section E, herein.]
- 2. List of five Client References for whom the Consultant has performed similar work within the last five years. [Provide contact person and telephone number.]
- 3. Consultant's Certification. [See Exhibit "A," herein.]
- 4. Sworn Statement under Section 105.08, Indian River County Code, on Disclosure of Relationships. [See Exhibit "B," herein.]

Be very clear and concise in your submittal. THERE WILL BE NO INTERVIEWS IN CONNECTION WITH THE SELECTIONS UNDER THIS RFQ. Potential and actual respondents are hereby put on notice that the only data and information upon which

selection will be based is the Consultant's response to this RFQ. Please do not include "boilerplate" or information not specifically requested herein. Doing so will negatively impact the evaluation.

It is each Consultant's responsibility to educate itself regarding pertinent issues related to Indian River County. Only questions regarding the scope of this RFQ will be answered, and they shall be addressed in writing to Mr. Jerry Davis, purchasing@ircgov.com, Indian River County Purchasing Manager, 1800 27th Street, Vero Beach, FL. 32960. All questions must be received at the noted address on or before the time and date indicated in Paragraph B.1. Questions received after that time and date will not be answered. One addendum answering all questions received will be issued to all known interested parties.

3. Method of Selection

The County will convene a Consultant Selection Review Committee (hereinafter "Committee") that shall: (a) Independently evaluate and rank each RFQ; and (b) Jointly rank the Consultants such that the number one ranking is the most qualified Consultant (in the Committee's sole opinion). The Committee will then recommend that its choice of the most qualified Consultant be approved by the Indian River County Board of County Commissioners (hereinafter "Board") and that the Board authorize the County to enter into a Master Agreement with the Consultant. The Board may at its sole option, affirm, reject, or modify the Committee's selections.

The Consultant Selection Review Committee will consist of: Keith McCully, P.E.; Arjuna Weragoda, P.E.; Himanshu Mehta, P.E.; Andrew Sobczak; and Mike Hotchkiss, P.E.

Do not contact any Consultant Selection Review Committee member regarding this RFQ. Contacting a committee member to discuss the RFQ may result in the Consultant's disqualification from the selection process.

"Consultant Evaluation Forms" are presented herein as Exhibit "C".

C. NOTE TO ALL PROSPECTIVE CONSULTANTS

Potential and actual Respondents are hereby warned that they may not rely on responses to their question(s) by any person(s) whatsoever, except those set forth herein. Potential and actual Respondents are also hereby warned that the only data and information upon which selection will be based must be included in the firm's response to this RFQ and that any attempt to gain advantage outside the limits and/or conditions set forth herein by way of direct and/or indirect verbal and/or written communication in any fashion whatsoever (except when attempting to gain clarification of information, data, conditions or requirements set forth herein by such appropriate

method(s) as are set forth herein) may be deemed to be inappropriate and grounds for disqualification by the County in its sole opinion.

D. GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL REQUESTS FOR QUALIFICATIONS

1. The Consultant's qualification package (hereinafter "Proposal") is to be returned in a sealed container. The face of the container shall show the following title: "CONTINUING ENVIRONMENTAL AND BIOLOGICAL SUPPORT SERVICES FOR CIVIL AND ENVIRONMENTAL ENGINEERING PROJECTS." The following must also appear on the outside of the container: RFQ number, opening date and time, and return address.
2. The Proposal must be received no later than the time and date specified in Paragraph B.1. Proposals received after said time and date will NOT be accepted.
3. Each Consultant shall submit one original and five (5) copies of its Proposal to the Manager of the Purchasing Division, at the location indicated on the cover sheet of this RFQ.
4. Any late Proposal will be returned to the Originator. If the RFQ number, opening date and time, and return address are not shown on the container, the proposal will be returned to the Originator.
5. The Proposal's Letter of Interest must give the Consultant's name and address and the person signing the Proposal shall show his or her title, indicating their authority to bind the Consultant in a contract. The Letter of Interest must be signed in ink.
6. The Proposal cannot be altered or amended after opening time.
7. Inquiries pertaining to the RFQ must give the RFQ number and opening date.
8. The County reserves the right to accept or reject all Proposals, waive minor technicalities, and award a contract to the Consultant it deems will best serve the interest of the County (in the County's sole opinion).
9. The County will not be responsible for any expenses incurred by a Consultant in preparing or submitting a Proposal.

E. INSURANCE REQUIREMENTS

The Consulting firm selected will be required to furnish evidence of insurance(s) to the County as set forth below:

1. Workers' Compensation and Employer's Liability Insurance. Statutory requirements for worker's compensation and employer's liability of \$100,000 each accident, \$500,000 disease policy limit, and \$100,000 disease each employee.
2. Business Automobile Insurance. This coverage should include owned, hired and non-owned vehicles at a minimum combined single limit of \$100,000 per occurrence.

3. General Liability Insurance. Commercial general liability coverage, including contractual liability and independent contractor, with a minimum combined single limit of \$100,000 per occurrence.
4. Professional Liability. Professional liability insurance at a minimum limit of \$1,000,000.
5. Consultant agrees to provide the insurance required, written by a carrier licensed to do business in Florida. The insurance company selected shall be rated A+ VII or better, per the Best's Key Rating Guide.
6. Indian River County must be added as an additional insured on all policies described above. The certified policies of insurance shall be submitted to the Risk Manager for Indian River County ten (10) days prior to the commencement of any work under the Agreement. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for Indian River County to be named as additionally insured for Business Automobile Insurance and General Liability Insurance for work under the Agreement.
7. The County shall be given thirty (30) days written notification of their intent to cancel or modification of any stipulated insurance. Insurance coverage shall be written on an occurrence basis with a company licensed to do business in the State of Florida.
8. To the extent of the insurance benefits under the insurance policies required herein, described in Paragraph 4 above, whether indemnity payments, defense costs, or otherwise, the Consultant shall indemnify and save the County harmless from the actions, payments and judgments arising from personal injuries or act or omission of the Consultant, his agents, servants or employees, in execution or guarding of the work, including any and all expense, legal or otherwise, incurred by the County or its representatives in the defense of any claim or suit.

F. NOTICE OF HOLD HARMLESS CLAUSE IN AGREEMENT

The Agreement will contain a hold harmless clause wherein the Consultant agrees to hold harmless the County and its representatives thereof from all suits, actions, or claims of any kind brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding contract work, or on account of any act or omission by the Consultant or its employees, or from any claims or amounts arising or uncovered under any law, bylaw, ordinance, regulation or decree.

APPENDIX

EXHIBIT "A"
CONSULTANT'S CERTIFICATION

The County of Indian River requires, as a matter of policy, that any Consultant or firm receiving a contract or award resulting from the Request for Qualifications issued by the County of Indian River, Florida, shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to me, our firm, partnership, or corporation, that no members of the elected governing body of Indian River County, nor any professional management, administrative official or employee of the County, nor members of his or her immediate family, including spouse, parents, or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit, including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for favorable review of any Proposal submitted in response to the Request for Qualifications or in return for execution of a contract for performance or provision of services for which Proposals are herein sought.

Handwritten Signature of Authorized Principal(s):

NAME: _____

TITLE: _____

NAME OF FIRM/PARTNERSHIP/CORPORATION:

DATE: _____

EXHIBIT "B"
**SWORN STATEMENT UNDER SECTION 105.08, INDIAN RIVER COUNTY CODE,
ON DISCLOSURE OF RELATIONSHIPS**

THIS FORM **MUST BE** SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement **MUST BE** submitted with Bid, Proposal or Contract No. _____ for CONTINUING ENVIRONMENTAL AND BIOLOGICAL SUPPORT SERVICES FOR CIVIL AND ENVIRONMENTAL ENGINEERING PROJECTS.

2. This sworn statement **MUST BE** submitted by: _____

(Name of entity submitting Statement)
whose business address is:

_____ and its Federal Employer Identification Number (FEIN) is _____.

3. My name is _____
(Please print name of individual signing)

and my relationship to the entity named above is _____

4. I understand that an "affiliate" as defined in Section 105.08, Indian River County Code, means: The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity.

5. I understand that the relationship with a County Commissioner or County employee that must be disclosed as follows:

Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild.

6. Based on my best information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, have any relationships as defined in section 105.08, Indian River County Code, with any County Commissioner or County employee.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents, who are active in

management of the entity have the following relationships with a County Commissioner or County employee:

Name of Affiliate or entity	Name of County Commissioner or employee	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC

SIGN: _____

PRINT: _____

Notary Public, State at large
My Commission Expires:

(Seal)

EXHIBIT "C"
CONTINUING ENVIRONMENTAL AND BIOLOGICAL SUPPORT SERVICES FOR
CIVIL AND ENVIRONMENTAL ENGINEERING PROJECTS
CONSULTANT EVALUATION FORM

CONSULTANT _____

SELECTION CRITERIA FORM	AVAILABLE POINTS	SCORE
Section One – Local Knowledge and Proficiency in Selected Areas	0 – 35	
Section Two – Qualifications of Staff Assigned to the County	0 – 35	
Section Three – Specific Project Examples (up to 5 points per project)	0 – 30	
TOTAL	0 - 100	

Reviewer: _____

Date: _____

PUBLIC ENTITY CRIMES STATEMENT

Pursuant to Florida Statutes Section 287.133(2)(a), all Bidders are hereby notified that 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 bid, proposal, or reply on a contract to provide any goods or services to a public entity (defined as the State of Florida, any of its departments or agencies, or any political subdivision); may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 Florida Statutes Section 287.017 for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list. A "public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

**NOTICE TO PROFESSIONAL ENVIRONMENTAL AND BIOLOGICAL
CONSULTANTS
REQUEST FOR QUALIFICATIONS
RFQ # 2011046**

PROJECT: CONTINUING ENVIRONMENTAL AND BIOLOGICAL SUPPORT
SERVICES FOR CIVIL AND ENVIRONMENTAL ENGINEERING
PROJECTS

The Indian River County Board of County Commissioners, in compliance with CCNA Chapter 287.055, announces that professional Environmental and Biological services will be required on an annual contractual basis for various projects in Indian River County.

Detailed specifications for the above referenced RFQ are available from DemandStar.com at: (800) 711-1712 or downloaded from its web site at: www.demandstar.com. The RFQ Information Package is also available by contacting the Indian River County Purchasing Division at: (772) 226-1416, or by email: purchasing@ircgov.com.

Submit one original and five (5) copies of proposal. All proposals, mailed or walked in, will be received by the Purchasing Division, 1800 27th Avenue, Building B, Vero Beach, Florida 32960 on or before 2:00 p.m. Wednesday, June 8, 2011

Proposals received after 2:00 pm of the day specified above will be returned unopened.

The Board of County Commissioners reserves the right to accept or reject any and all submittals and to waive all informalities.

Indian River County, Florida
Purchasing Manager

For Publication in the **Vero Beach Press Journal**

Date: Wednesday, May 11, 2011

Please furnish tear sheet and Affidavit of Publications to:

Indian River County
Purchasing Division
1800 27th Street, Building B
Vero Beach, Fl 32960