

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

POSTED DATE:
May 8, 2009 at 3:30 p.m.
Page 1 of 12

PROPOSALS WILL BE OPENED:
June 9, 2009 at 2:30 p.m., and may not be withdrawn for 90 days after this date.

PRE-PROPOSAL CONFERENCE/SITE VISIT: NONE

TITLE: RFP 008-09 PROFESSIONAL ENGINEERING AND SCIENTIFIC CONSULTANT STAFFING SERVICES FOR PROJECT SUPPORT, EVALUATION AND RELATED WORK

SPECIFICATIONS: The District seeks professional engineering and scientific services to provide contract based staffing support for District projects located at various project sites throughout the District's 16-county area.

Respondent Name:

Reason for No-Bid

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 (05/07)

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
REQUEST FOR PROPOSALS # 008-09
PROFESSIONAL ENGINEERING AND SCIENTIFIC CONSULTANT STAFFING SERVICES
FOR PROJECT SUPPORT, EVALUATION AND RELATED WORK**

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

1.3 DEVELOPMENT COST. Neither the District nor its representatives shall 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 shall 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. None.

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 shall 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 following format. The evaluation criteria are set forth in Part V, Evaluation Procedures.

1.8.1 Sign and Return the Request for Proposals Form (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 section of the proposal should provide:

1.8.3.1 A description of your organization, including location(s), size, range of activities, project team organization chart, current and projected workloads and any other appropriate information to describe the organization. Emphasis should be given to the organization's experience with similar projects and expertise in the subject field.

1.8.3.2 Three (3) references from your recent projects similar in scope and complexity to this Project. Include a contact name, address, and telephone number, a brief description of the work performed, Respondent's total fees and man-hours, start and end dates, and list the names and roles of the key team members proposed for this Project.

1.8.3.3 Resumes of key team members, including years of experience, years with the Respondent and significant accomplishments.

1.8.3.4 The following information to verify that the Respondent's business and engineers, and any other engineers working on this project, are licensed to provide engineering services in the State of Florida, Chapter 471, Florida Statutes (F.S.):

(i) current business "certificate of authorization" number;

(ii) name(s) and Florida professional engineer (P.E.) license number(s) of the engineer(s) working on the Project.

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 Scope of Work - This section of the proposal should explain the Scope of Work as you understand it and detail your approach, time schedule, activities, and work products.

1.8.6 Cost/Fees - Costs shall not be submitted with your proposal. Compensation shall be negotiated with the most qualified firm(s) based on Part V, Evaluation Procedures, of this Request for Proposals and Chapter 287, F.S.

1.8.7 Additional Data - Since data not specifically requested should not be included in the previous sections of the proposal, give any additional information which you feel is pertinent for consideration.

1.8.8 Oral Presentations - At its discretion, the District may request any Respondent to also make an oral presentation of the proposal. These presentations provide an opportunity for the Respondent to clarify the proposal for the District.

1.9 PROPOSAL OPENING. Proposal opening shall 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 pre-opening of, post-opening 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, 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 shall 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 shall 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 shall be subject to the provisions in Chapter 119, F.S., commonly known as the Florida Public Records Act.

Pursuant to Subsection 119.071(3)(b)1, F.S., building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, or other structure owned or operated by the District are exempt from the inspection, examination and duplication of public records provisions of Subsection 119.07(1), F.S., and subsection 24(a), Art. I of the State Constitution. Information made exempt by Subsection 119.071(3)(b)1, F.S., may only be disclosed to other governmental entities if disclosure is necessary for the receiving entity to perform its duties and responsibilities; to licensed architects, engineers, or contractors who are performing work on or related to the building or other structure; or upon a showing of good cause before a court of competent jurisdiction. Entities or persons receiving such information are required to maintain the exempt status of the information.

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, shall 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., shall constitute a waiver of proceedings under Chapter 120, F.S.

1.17 CONTRACT INFORMATION. The contents of the proposal of the successful Respondent(s) shall 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 shall result in the cancellation of any award. The laws of the State of Florida shall govern any contract(s) resulting from this RFP and venue shall lie in Hernando County, Florida. The District shall 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) shall 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 shall 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 shall 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 shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin. Respondent shall 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 shall 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 shall be sent to the Respondent at the address listed on the Proposal Response form.

1.27 BACKGROUND CHECKS. The District will require Respondent to perform a background check on all persons assigned to perform work for the District on behalf of Respondent. This shall include, at a minimum, a check of each person's criminal history record with the Florida Department of Law Enforcement (FDLE), and such additional background checking as Respondent may deem appropriate.

To the extent that a contract-based staff person placed with the District by the Respondent will operate a District vehicle, a check of the Motor Vehicle Record for such person will also be required.

Additionally, the District is required by law to conduct fingerprint-based criminal history checks of persons who perform work for the District, as follows:

"A water management district that has structures or facilities identified as critical infrastructure by the Regional Domestic Security Task Force created pursuant to s. 943.0312 shall conduct a fingerprint-based criminal history check for any current or prospective employee and other persons designated pursuant to the water management district's security plan for buildings, facilities, and structures if those persons are allowed regular access to those buildings, facilities, or structures defined in the water management district's security plan as restricted access areas.

A water management district that has structures or facilities that are not identified as critical infrastructure by the Regional Domestic Security Task Force may conduct a fingerprint-based criminal history check for any current or prospective employee and others designated pursuant to the water management district's security plan for buildings, facilities, and structures if those persons are allowed regular access to critical buildings, facilities, or structures defined in the water management district's security plan as restricted access areas."

Such background checks will be required for all contract-based staff persons proposed to be placed with the District by the Respondent. Persons with certain types of criminal backgrounds may be automatically excluded from performing work for the District. Others may be excluded at the sole discretion of the District, based upon the results of the background check (see Section 373.6055 F.S. for further detail about statutory requirements).

CCNA rev. 11/16/06

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:

Professional engineering and scientific staffing support for District projects located throughout the District's sixteen (16) county area.

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 Tuesday, June 9, 2009. All visitors must report to the lobby of Building 4 to sign in and be issued a visitors badge.**

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. At the discretion of the District, respondents submitting proposals may be requested to make oral presentations as part of the evaluation process.

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 Request for Proposals.

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 two or more professional engineering/scientific consulting firms to accomplish the work elements of this Project.

The District anticipates budgeting \$750,000 for these services in Fiscal Year 2010 (October 1, 2009 – September 30, 2010).

- 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 control; 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 contract(s) resulting from this Request for Proposals will be one (1) year from the execution date, with the option to renew for up to two (2) additional one (1) year periods, subject to budgetary approval by the District's Governing Board.

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

Request for Proposals issued by the District

May 8, 2009

General Request for Proposals questions will be answered by telephone Monday through Friday from 8:30 a.m. to 4:30 p.m., Eastern Time.

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.

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

June 9, 2009

Notice of Decision, anticipated posting date

June 30, 2009

Notice of decisions 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

October 1, 2009

PART III - NATURE OF SERVICES REQUIRED

- 3.1 PROJECT DESCRIPTION.** The District is faced with an increasing volume of projects requiring staff attention, without the ability to add more full-time regular staff. For example, the District's Resource Projects Department's budget increased from \$62.5 million in FY2005 to \$172.8 million in FY2009. Additionally, the number of projects managed by the Department's Engineering Section has more than doubled during that same time period. This reflects a dramatic increase in the volume and complexity of the projects managed by department staff.

The successful Respondent (Consultant) will provide professional engineering and/or scientific staff ("Contracted Staff Person"), to work in conjunction with District staff located in the Bartow, Brooksville, Sarasota and Tampa offices (Attachment 1, District Map). Project services will be performed in the Consultant's office(s), at the assigned local District office(s) and/or work related field sites. Each Contracted Staff Person will perform required research, engineering, scientific, technical and other supportive tasks including, but not limited to, field data collection, data analysis, data interpretation, professional consultation and recommendations to District staff to the extent required and directed by the District regarding time-limited resource management, conservation and development projects and similar assignments. Such work may be on a full- or part-time basis, depending upon the nature and volume of tasks to be performed.

- 3.2 PROFESSIONAL EXPERTISE REQUIRED** The District may require professional services in one or more of the following (or related) disciplines:

- 3.2.1** Civil Engineering
- 3.2.2** Water Resource Engineering
- 3.2.3** Geotechnical Engineering
- 3.2.4** Environmental Engineering
- 3.2.5** Biological Science
- 3.2.6** Environmental Science
- 3.2.7** Hydrologic/Geologic Science
- 3.2.8** Chemistry
- 3.2.9** Computer Modeling
- 3.2.10** Geographic Information System (GIS) Processing

3.3 SCOPE OF WORK. The Consultant's services may include, but are not limited to, the following project-based services:

- 3.3.1** Perform scientific and/or engineering research in support of District projects;
- 3.3.2** Review information and evaluate data, including analyses and conclusions, geographic information system (GIS) processing, computer models, map reviews, field inspections, data collection and related tasks in support of District projects;
- 3.3.3** Perform project feasibility evaluations, cost benefit analyses, conceptual, preliminary or final design review/recommendations, and site inspections.
- 3.3.4** Attend and participate in meetings with District staff, outside consultants, and others as required as part of assigned project work;
- 3.3.5** Provide written reports of project evaluations and conclusions to District staff; and
- 3.3.6** Provide project management of selected projects as may be requested by the District; and
- 3.3.7** Perform additional consulting engineering and/or scientific services as may be requested by the District under separate work orders, including but not limited to:
 - 3.3.7.1** Technical support and oral presentations to staff, the District's Governing Board or other individuals or groups as required by an assigned project;
 - 3.3.7.2** Other technical assistance on an as-needed basis.

The District anticipates setting forth the terms, conditions and fee schedules in a contract with the Consultant. Work Orders will be issued on an as needed basis for the engineering and/or scientific services required by the District.

WORK PRODUCTS REQUIRED. The Consultant will provide analysis, interpretation, consultation and recommendations in oral and written format to District staff, and staff will manage and complete the final project(s).

3.4 PERFORMANCE REQUIREMENTS. The District is a public sector, government agency, responsible for ensuring that its funds are expended wisely, in the best interest of the citizens of the state of Florida. The District therefore:

- 3.4.1** Requires the Consultant to exercise effective cost controls and operational efficiency measures.
- 3.4.2** Will not reimburse the Consultant for travel time, per diem, mileage or other travel costs associated with commuting to or from work at any District facility. Authorized travel expenses incurred while performing work-related tasks associated with District contracts will be reimbursed according to Section 112.061, F.S. and District Travel Procedure 13-5.

PART IV - INSURANCE REQUIREMENTS

4.1 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:

- 4.1.1 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, with the following minimum limits and coverage:

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

- 4.1.2 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

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

- 4.1.4 Consultant must carry workers' compensation insurance in accordance with Chapter 440, F.S. 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.

- 4.1.5 Professional liability (errors and omissions) insurance in a minimum amount of Five- Hundred Thousand Dollars (\$500,000).

- 4.1.6 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.

- 4.1.7 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 V - EVALUATION PROCEDURES

- 5.1 **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 5.2 below. 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 Respondent(s) will be the Respondent(s) with the lowest total score based upon the rankings.

In the event of a tie, the raw scores will be totaled and the successful Respondent(s) will be the Respondent(s) with the highest cumulative raw score(s).

- 5.2 **EVALUATION METHOD AND CRITERIA.** Proposals shall be evaluated by the following criteria:

NO COST EITHER HOURLY OR OTHERWISE IS TO BE SUBMITTED.

Category

Point Range

Organization Profile and Qualifications 0-40

Ability to furnish the required services (10) / Performance history on similar projects (10) / Recent, current and projected workload (10) / Willingness to meet time and budget requirements (10)

Technical and Management Approach 0-25
 Project goals and objectives clearly understood (3) / Quality, creativity and depth of proposal (2) /
 Commitment of staff and resources (10) / Project management, controls and communications (10)

Project Team Qualifications 0-32
 Ability of professional personnel (11) / Past performance with similar projects (11) / Relevant education
 and training (10)

Volume of Work..... 0-3
 Volume of work previously awarded

Points	Dollar Volume
3	0 - 200,000
2	200,001 - 400,000
1	400,001 - 600,000
0	600,001+

5.3 FINAL SELECTION. The District anticipates negotiating a contract(s) with the highest ranked Respondent(s) 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 the Respondent(s) having the highest evaluation(s), at a price the District determines to be fair, competitive and reasonable, negotiations with that Respondent will be terminated and the District may undertake negotiations with the next highest ranked Respondent.

The District anticipates allocating the work among the Respondent(s) selected under this RFP in a reasonably equitable manner based on qualification and workload, with the highest ranked Respondent being given first consideration.

The District anticipates that on, or shortly after June 30, 2009, 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, and that negotiations, as stated above, will begin shortly thereafter.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

