



HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

Purchasing Department

600 S. Commerce Ave.

Sebring, FL 33870

(863) 402-6500 Purchasing Main Line

Purchasing Designated Contact: Lori DeLoach, Purchasing Manager

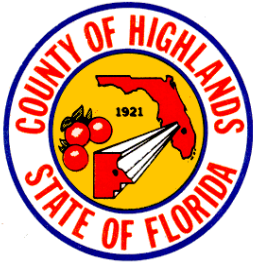
(863) 402-6504, Direct Line

REQUEST FOR PROPOSAL

RFP No: 22-012/LKD Professional Services for Water Quality and Drainage Studies

- x Pre-Solicitation Meeting: None Scheduled for this solicitation**
Location: N/A
- ✓ Request for Information Deadline: Wednesday, July 20, 2022, prior to 5:00 PM**
- ✓ Submission Deadline: Tuesday, August 2, 2022, prior to 3:30PM**

Advertised Date: June 25, 2022 and July 2, 2022



**HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
PURCHASING DEPARTMENT**

REQUEST FOR PROPOSALS (RFP) INVITATION

The Board of County Commissioners (“County”), Highlands County, Sebring, Florida, a political subdivision of the State of Florida, will receive sealed proposals in the County Purchasing Department (“Purchasing”) for the following services:

RFP 22-012/LKD Professional Services Water Quality and Drainage Studies

Pursuant to Section 287.055, Florida Statutes (the “Consultants Competitive Negotiation Act” or “CCNA”), the Board of County Commissioners, Highlands County, Florida, and the Board of County Commissioners sitting as the Board of Supervisors of various Special Benefit Districts of Highlands County, Florida, hereby gives notice that it intends to award a professional services agreement for the work specified in **RFP 22-012/LKD Professional Services for Water Quality and Drainage Studies**, and seeks responses for the acquisition of professional services within the described scope of services.

RFP with criteria, requirements, and other information, may be downloaded from our website: www.highlandsfl.gov or www.vendorregistry.com. Copies of solicitation documents obtained from other sources are not considered official and should not be relied upon.

Refer all correspondence, questions, clarifications, etc. regarding this solicitation to the Purchasing designated contact prior to the deadline time and date listed on the cover page.

SUBMISSIONS MUST BE DELIVERED to the Purchasing Department, 600 S. Commerce Avenue., Sebring, FL 33870 to reach said office no later **than 3:30 P.M., Tuesday, August 2, 2022**, at which time they will be opened. Responses may be submitted by one of the following methods:

· **Electronic submission** to the County website, www.highlandsfl.gov linking to VendorRegistry.com in one all-inclusive adobe file. **File name is to be in the following format: 22-012-Proposer Name**

OR

· **Hard Copy submission** in a sealed and marked package. Affix the supplied “Sealed Solicitation Label” with the name of the Proposer, solicitation number, and title to the exterior of the package so as to identify the enclosed response. A hard copy response is to include the following, **one (1) original all-inclusive paper copy** (signed in blue ink), of the response, and **one (1) all-inclusive original, electronic copy** (Thumb drive) of the original response.

Submissions received later than the date and time specified will be rejected. The Board shall not be responsible for delays caused by the method of delivery such as, but not limited to; Internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.

One or more County Commissioners may be in attendance at meetings.

Highlands County encourages Small business, Minority Business Enterprises and Women Business Enterprises to participate in this solicitation. Highlands County Local Preference Policy will not apply to the award of this bid.

The County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the Board'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 or Section 286.26, Florida Statutes should contact ADA Coordinator at: 863-402-6500 (Voice), or via Florida Relay Service 711, or by e-mail: hrmanager@highlandsfl.gov. Requests for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

Board of County Commissioners
Purchasing Department
Highlands County, Florida

Website: www.highlandsfl.gov

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SECTION 1 GENERAL TERMS AND CONDITIONS - CCNA

1. DEFINITIONS: For purposes of this Request for Proposal (RFP), the following terms are defined as follows:

- 1.1. **County** means Highlands County, a political subdivision of the State of Florida, the Highlands County Board of County Commissioners and other public entities involved in this cooperative solicitation.
- 1.2. **Proposer** means the person or entity submitting a proposal in response to this RFP that meets the requirements set forth in the solicitation documents.
- 1.3. **Consultant** an individual, firm, partnership, corporation, association or other legal entity permitted by law to practice architecture, engineering, surveying or mapping in the State of Florida. May also be referred to as “Contractor.”

2. RESERVATION OF RIGHTS:

This RFP constitutes only an invitation to submit a Proposal to the County. The County reserves, holds and may in its own discretion, exercise any or all of the following rights and options:

- 2.1. To supplement, amend or otherwise modify this RFP, and to cancel this RFP with or without the substitution of another Request for Proposals (RFP).
- 2.2. To issue additional subsequent RFPs.
- 2.3. To reject all incomplete / non-responsive responses, or responses with errors.
- 2.4. The County reserves the right to determine, in its sole discretion, whether any aspect of the submitted Proposals is satisfactory to meet the criteria established in this document, the right to seek clarification and/or additional information from any submitting Proposer.
- 2.5. The County also reserves the right to refine the scope of work. This refinement is not to include any new services not advertised but to allow more specifically the define work integral to that in the advertised scope.
- 2.6. If the County believes that collusion exists among Proposers, all Proposals will be rejected.
- 2.7. Make available to Proposers any data available in the County’s files pertaining to the work to be performed under this RFP.
- 2.8. Decide and dispose of all claims, questions, and disputes arising under this RFP and any contracts.
- 2.9. Have the right to audit the records of the Proposers that enter into contracts pursuant to this RFP at any time during the contract period and for a period of five years after final payment is made by the County pursuant to any contract.
- 2.10. The County, the State and Federal auditors, as applicable, must be reserved the right to audit the records of the awarded Proposer related to this RFP at any time during the contract period and for a period of five (5) years after final payment is made. The awarded Proposer shall provide copies of any records related to contracts entered into in connection with this RFP upon request.
- 2.11. Pay fees and other compensation computed in accordance with a fee schedule to be incorporated in contracts.

3. PUBLIC RECORD:

- 3.1. Pursuant to Florida Statutes, Section 119.0701:

IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE PUBLIC

RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS:

**COUNTY CLERK: GLORIA RYBINSKI
COUNTY PUBLIC INFORMATION OFFICER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6836
HCBCCRECORDS@HIGHLANDSFL.GOV**

- 3.2. Consultant agrees to comply with public records laws, specifically to:
- 3.2.1. Keep and maintain public records required by the County to perform the services set forth herein.
 - 3.2.2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
 - 3.2.3. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the County.
 - 3.2.4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the services set forth herein. If the Consultant transfers all public records to the County upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

4. DOCUMENTS OR PHOTOGRAPHS:

- 4.1. The Proposer will be prohibited from publishing or releasing any information related to the requested services without the prior written permission from the County, except as allowed by law.
- 4.2. All reports or documents resulting from the ensuing contract will remain the sole property of the County.
- 4.3. Agree that all data, reports, specifications, ordinances, and other work products collected or developed by the Proposer will become the property of the County without restrictions or limitations and shall be made available at any time upon request to the County.
- 4.4. Except as otherwise required by law, Proposers shall provide copies of any records related to contract solely at the cost of reproduction.

5. COMPLIANCE(S): By submission of a proposal the proposer acknowledges and certifies compliance with the items stated herein.

Compliance with Florida Statutes Sections 287.087, on Drug Free Workplace, 287.133(2)(a), on Public Entity Crimes, and 287.134, on Discrimination and Section 287.135, Florida Statutes, prohibiting contracting with scrutinized companies, is required. The Proposer certifies by submittal of a Proposal to agree to these requirements.

CERTIFICATIONS OF COMPLIANCE WITH REFERENCED STATUTES ARE INCLUDED IN THE FORMS SECTION, AND MUST BE SIGNED AND NOTARIZED AND INCLUDED WITH THE PROPOSAL SUBMITTAL.

- 5.1. **E-Verify Program:** Each response must contain proof of enrollment in the U.S. Department of Homeland Security's E-Verify system. The successful Proposer shall verify the employment eligibility of all employees including new employees hired by the Proposer during the term of the contract, which will expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees including new employees hired during the contract term.
 - 5.2. **Indemnification Clause:** The following "Statement of Indemnification" will be incorporated in the contract entered into in connection with this RFP.
"The CONSULTANT agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the CONSULTANT, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The CONSULTANT agrees to indemnify, defend and hold the COUNTY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONSULTANT, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement."
 - 5.3. **Sales and Use Tax:** The Proposer shall comply with the Florida Sales and Use Tax Law as it may apply to the contract. The quoted amount(s) shall include any and all Florida Sales and Use Tax payment obligations required by Florida law of the successful Proposer and its material suppliers.
 - 5.4. Board policy prohibits any County employee or members of an employee's family from receiving any gift, benefit, and/or profit resulting from any contract or purchase. Board policy also prohibits acceptance of gifts of any kind other than advertising novelties valued less than \$10.00.
6. COUNTY EMPLOYEES / CONFLICT OF INTEREST: All Proposers must disclose the name of any officer, director or agent who is also an employee of the HCBCC, or any of the public entities which will receive services related to this solicitation. All Proposers must disclose the name of any employee of the entities named in the preceding sentence who owns, directly or indirectly, any interest in the Proposer's business or any of its branches.

7. PROPOSER/RESPONDENT:

- 7.1. Proposers must be an individual, firm, partnership, corporation, association or other legal entity permitted by law to practice architecture, engineering, surveying or mapping in the State of Florida.
 - 7.2. Successful Proposers shall not be allowed to substitute partnership or team members named in its response without the prior written permission of the County.
 - 7.3. The successful Proposers shall submit proof of Florida licenses and/or certifications as required by the County and State.
 - 7.4. Qualified vendors who will not be responding to this RFP are requested to notify the County and indicate why they are not proposing.
 - 7.5. Each Proposer is responsible for full and complete compliance with all laws, rules, and regulations including those of the Federal Government, the State of Florida and the County of Highlands. Failure or inability, on the part of the Proposer, to have complete knowledge and intent to comply with such laws, rules, and regulations shall not relieve any Proposer from its obligation to honor its proposal and to perform completely in accordance with its proposal. It shall be the Proposer's responsibility to educate themselves of the applicable laws, rules and regulations.
 - 7.6. If any Proposer violates or is a party to a violation of the code of ethics of the County or the State of Florida, with respect to this RFP, such Proposer may be disqualified from performing the work described in this RFP or from furnishing the goods or services for which this RFP is issued and may be further disqualified from bidding/proposing on any future requests for work, goods, or services for the County.
 - 7.7. In the event of legal proceedings to enforce the terms of a contract entered into in connection with this RFP, the prevailing party will be entitled to recover attorney's fees and costs, including attorney's fees and costs through appellate proceedings. Venue is in Highlands County, Florida.
 - 7.8. **Suspension Or Debarment:** By submitting a response, the Consultant certifies that it is not currently debarred from submitting bids, proposals or other responses for contracts issued by any political subdivision or agency of the State of Florida or Federal government and that it is not an agent of a person or entity that is currently debarred from submitting such responses for contracts issued by any subdivision or agency of the State of Florida or Federal government.
 - 7.9. **Anti-Lobbing:** Proposers, their agents and associates shall not solicit any County Official, employee, agent, or volunteer and shall not contact any County Official, employee, agent, or volunteer other than the individual listed in Section XV of this RFP for additional information and clarification.
8. PREPARATION OF PROPOSAL:
- 8.1. Proposals are due and must be received in accordance with the instructions given in the invitation page and any subsequent Addenda, if applicable.
 - 8.2. Proposals must be signed by an individual of the Proposer's organization legally authorized to commit the Proposer to the performance of services contemplated by this RFP.
 - 8.3. The Proposer is solely responsible for all costs associated with responding to this solicitation. No reimbursement will be made for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any Proposer, as a result of this solicitation and subsequent evaluation process.
 - 8.4. Due care and diligence have been exercised in the preparation of this RFP and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the services required rests solely with those submitting a Proposal. Neither the County nor its representatives shall be responsible for any error or omission in the

Proposals submitted, nor for the failure on the part of the Proposers to determine the full extent of the exposures.

- 8.5. E-mailed and faxed Proposals will not be accepted.
 - 8.6. Any blank spaces on the required Proposal form or the absence of required submittals or signatures may cause the Proposal to be declared non-responsive.
 - 8.7. Proposer is to ensure that all licenses, certifications and other requested documentation is included with their submission. Such as, but not limited to, Minority Owned and Women Owned business certificate, professional license or certification(s.)
 - 8.8. The County is not responsible for correcting any errors or typos made on the Proposal. Incorrect calculations or errors may cause the Proposal to be declared non-responsive.
 - 8.9. If submitting a Proposal for more than one Request for Proposal (RFP), each Proposal must be in a separate sealed envelope and correctly marked. Only one Proposal per RFP or "category", as applicable, shall be accepted from any person, corporation or firm. Modifications will not be accepted or acknowledged.
 - 8.10. Proposers shall not include any information on fees and costs associated with their services. In accordance with Section 287.055 Florida Statutes the selection of firms/individuals will not be based on cost.
9. REQUEST FOR INFORMATION (RFI)/ADDENDA:
- 9.1. Refer all correspondence, questions, clarifications, etc. regarding this solicitation to the Purchasing designated contact prior to the RFI Cut-off time and date listed on the cover page.
 - 9.2. Any interpretation, clarification, correction or change to this RFP will be made by written addendum issued by the Purchasing Department.
 - 9.2.1. Official documents are posted and available for download on the County's website, www.highlandsfl.gov and www.VendorRegistry.com. Information obtained from other locations may not be complete and/or accurate.
 - 9.2.2. Any oral or other type of communication concerning this RFP shall not be binding.
 - 9.3. All pages included in or attached by reference to this RFP shall be called and constitute the Request for Proposals as stated on the front page of this RFP.
 - 9.4. It is the sole responsibility of the Proposer to check the website for Addendums.
 - 9.5. Proposers must acknowledge receipt of Addendums by completing the respective section on the bid/proposal submittal form.
 - 9.6. In this RFP the County has attempted to address most situations that may occur. However, should situations arise that are not addressed, they will be dealt with on a case by case basis, at the discretion of the County. If deemed necessary, the Purchasing Division will supplement this RFP document with Addendums.
10. EXCEPTIONS / ITEMS NOT IDENTIFIED IN THE SCOPE OF WORK: No exceptions to the scope of work will be authorized.
11. JOINT PROPOSALS:
- 11.1. In the event multiple vendors submit a joint Proposal in response to this solicitation, a single Proposer shall be identified as Primary Proposer. The Primary Proposer must include the name, address and contact information of all parties of the joint Proposal. Primary Proposer shall provide all insurance requirements, execute any contract, sign the Proposal and have overall and complete accountability to resolve any dispute arising within the contract. Only a

single contract with one Proposer will be acceptable. Invoices will be accepted from and paid only to the Primary Proposer. Primary Proposer shall remain responsible for performing services associated with Proposal made in response to this RFP.

12. RESPONSES RECEIVED LATE

- 12.1. It shall be the Proposer's sole responsibility to deliver the sealed proposal submission to the Highlands County Purchasing Division prior to or on the time and date stated.
- 12.2. Any proposals received after the stated time and date will not be considered. The proposal shall not be opened at the public opening. Arrangements may be made for the unopened proposal to be returned at the Proposer's request and expense.
- 12.3. The County shall not be responsible for delays caused by the method of delivery such as, but not limited to; Internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.

13. SELECTION PROCEDURE:

- 13.1. The County, at its discretion, reserves the right to waive minor informalities or irregularities in any Proposals, to reject any and all Proposals in whole or in part, with or without cause, and to accept that Proposal, if any, which in its judgment will be in its best interest.
- 13.2. Award will be made to the Proposers whose Proposal is determined to be the most advantageous to the County, taking into consideration those Proposals in compliance with the requirements as set forth in this RFP. The County reserves the right to reject any and all Proposals for any reason or make no award whatsoever or request clarification of information from the Proposers.

14. TIE BREAKER: In case of a tie in scoring, the award will be made as follows:

- 14.1. **Step 1:** The Proposer that has the highest number of number 1 rankings shall be deemed ranked as the higher Proposer.
- 14.2. **Step 2:** Upon completion of step 1, if a tie still exists the Proposer with the highest number of 2nd place rankings shall be the higher ranked Proposer.
- 14.3. **Step 3:** Upon the completion of steps 1 and 2 should a tie still remain the method used above will continue with each ranking level, 3rd, then 4th, then 5th highest rank, will be counted until the tie is broken.
- 14.4. **Step 4:** After the completion of Steps 1 through 3 if a tie still exists a flip of a coin shall determine the highest ranked proposer.
- 14.5. When the tie breaker is determined, the highest ranked Proposer shall be awarded the contract or receive the first opportunity to negotiate, as applicable.
- 14.6. If an award or negotiation is unsuccessful with the highest ranked Proposer, award or negotiations may commence with the next highest ranked Proposer.

15. CONTRACT NEGOTIATIONS AND EXECUTION:

- 15.1. Negotiation of contracts with Proposers will follow the order of ranking by Evaluation Committee from highest to lowest score. Contract negotiations shall follow the procedures adopted by the Highlands County Board of County Commissioners and Section 287.055, Florida Statutes. The Evaluation Committee may require selected Proposers to submit technical or other additional information related to its response during contract negotiations.
- 15.2. Procurement and contracting of all Professional Services shall conform to all policies of the

Highlands County Board of County Commissioners, County ordinances, codes, and technical standards and State and Federal law and regulations including, but not limited to, 24 CFR, Part 85, and Section 287.055, Florida Statutes as applicable. Those contracts will include provisions required by federal, state or local laws, regulations, ordinances or executive orders and provisions required by policies adopted by the Highlands County Board of County Commissioners.

- 15.3. After negotiations, contracts will be submitted to the County Administrator and Board Attorney for review prior to submittal to the Board. All reviewed contracts will be placed on a Board of County Commissioners' Agenda for its consideration.
- 15.4. The successful Proposers shall enter into a contract that substantially reflects the requirements of this RFP and normal contract terminology. The County reserves the right to waive or adjust any minor inconsistencies between the RFP and the finalized contract and any resulting purchase order entered into pursuant to this RFP.

16. ISSUANCE OF WORK AND LIMITATIONS:

16.1. Authorization Of Work:

- 16.1.1. **Allowable Costs:** A determination of allowable costs will be performed for services rendered under any resulting contract from this solicitation.
- 16.1.2. **Performance Evaluation:** A performance evaluation will be conducted upon the completion of the contract by the County Project Manager and provided to the Consultant. Larger projects may require an interim evaluation. The performance evaluations will become public record.

17. CONTRACT REQUIREMENTS:

Proposers contracting with the County shall:

- 17.1. **License/Certification:** Perform all professional services to current professional standards of the applicable discipline.
- 17.2. **Personnel:**
 - 17.2.1. Maintain an adequate staff of qualified personnel.
 - 17.2.2. Not subcontract, assign or transfer any work under any contract with the County without the written approval of the County.
- 17.3. **Standard of Work:**
 - 17.3.1. Ensure that all work meets all current federal, state, and local laws, regulations, and ordinances applicable to the work.
 - 17.3.2. If, at any time during the contract term, the service performed, or work done by the Consultant is considered by Highlands County to create a condition that threatens the health, safety, or welfare of the community, the Consultant shall, on being notified by Highlands County, immediately correct such deficient service or work. In the event the Consultant fails, after notice, to correct the deficient service or work immediately, Highlands County shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Consultant.
- 17.4. **Coordination of Work:**
 - 17.4.1. Cooperate fully with the County in the scheduling and coordination of all phases of the work.
 - 17.4.2. Report the status of the work to the County upon request and hold pertinent data, calculations, field notes, and records open to the inspection of the County and its

authorized agents at any time.

17.5. Change in Scope:

17.5.1. Perform any additional work required for a particular change order approved by the County.

17.5.2. Have approval from the County in writing prior to commencement of any change order.

17.6. Assignment Of Contract: The selected Proposer shall not assign, transfer, convey, sublet or sell any portion of any contract entered into in connection with this RFP unless permission is first given by the County. All matters dealing with these actions must be conducted in written format.

17.7. ADA Compliance: The contract will provide that any ADA or work conditions complaints against the Contractor will be processed through the County's Human Resources Department and are to be corrected within five (5) business days. Written response to the Human Resources Manager is required. Failure to properly resolve complaints within five (5) business days may result in cancellation of the contract. Repeat complaints against the Contractor may result in termination of contract.

18. TERMINATION

18.1. Any contract entered into pursuant to this RFP may be terminated by the Proposer upon 30 days prior written notice to the County in the event of substantial failure by the County to perform in accordance with the terms of the contract through no fault of the Proposer. It may also be terminated by the County with or without cause upon 7 days written notice to the Proposer. Unless the Proposer is in breach of the Contract, the Proposer shall be paid for services rendered to the County through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the County, the Proposer shall.

18.1.1. Stop work on the date and to the extent specified.

18.1.2. Terminate and settle all orders and subcontracts relating to the performance of terminated work.

18.1.3. Transfer all work in process, completed work, and other material related to the terminated work to the County.

18.2. Continue and complete all parts of the work that have not been terminated.

18.3. The County reserves the right to cancel and terminate any contract entered into pursuant to this RFP in the event the Proposer or any employee or agent of the Proposer is convicted of any crime arising out of or in conjunction with any work being performed by the Proposer for or on behalf of the County. The County reserves the right to suspend the qualifications of the Proposer to do business with the County upon any such conviction. The County reserves the right to terminate any contract entered into pursuant to this RFP in the event the Proposer is placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of Proposer's creditors. Upon termination of any contract entered into pursuant to this RFP, all tracings, plans, specifications, computer files, maps, and data prepared or obtained under that contract shall be immediately turned over to the County by Proposer.

The remainder of page intentionally left blank.

SECTION 2 INSURANCE

Unless otherwise stated in the specifications/Scope of Work or Special Conditions, the following minimum Insurance Requirements will be included in the contract and must be met before delivery of goods and performance of services:

1. **COMMERCIAL GENERAL LIABILITY INSURANCE: Occurrence Form Required:** The Consultant shall have and maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to this RFP in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent Consultants, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.
2. **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE:** The Consultant shall have and maintain automobile liability insurance with a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.
3. **WORKERS' COMPENSATION INSURANCE:** The Consultant shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. The policy must include Employer' Liability with a limit of \$100,000 each accident, \$100,000 each employee, \$500,000 policy limit for disease.
4. **PROFESSIONAL LIMITED LIABILITY INSURANCE:** The Consultant shall have and maintain professional liability insurance with a limit not less than \$2,000,000 per occurrence. If coverage is provided on a claims-made basis, the retroactive date shall be prior or equal to the effective date of any contract with the County. The coverage shall be renewed or include a "tail" or discovery, or continuous renewal of coverage for a period of three (3) years following the termination of the contract entered into in connection with this RFP.
5. **SPECIAL REQUIREMENTS / EVIDENCE OF INSURANCE:**
 - 5.1. A copy of the Proposer's current certificate of insurance **MUST** be provided with the Proposal submitted in response to this RFP. A formal certificate shall be provided upon announcement that a Proposer has been awarded the work requested in this RFP. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by the County before commencement of any work activities. The formal insurance certificate shall also comply with the following:
 - 5.1.1. **"Highlands County, a political subdivision of the State of Florida and its elected officials, its agents, employees, and volunteers" shall be named as an "Additional Insured"** on all policies except Worker's Compensation and Professional Liability.
 - 5.1.2. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. Highlands County will be given notice prior to cancellation or modification of any stipulated insurance.

- In the event the insurance coverage expires prior to termination of the contract entered into in connection with this RFP, a renewal certificate shall be issued 30-days prior to said expiration date.
 - Such notification will be in writing by registered mail, return receipt requested, and addressed to the Purchasing Manager, 600 S. Commerce Avenue, Sebring, FL 33870.
- 5.1.3. All policies must include Waiver of subrogation; any liability aggregate limits shall apply “Per Jobsite”/Per Job Aggregate. All liability insurance except Professional Liability shall be Primary and Non-Contributory. The Certificate of Insurance shall confirm in writing that these provisions apply.
- 5.2. It should be remembered that these are minimum requirements, which are subject to modification in response to high hazard operations.
- 5.3. The policies of insurance shall be written on forms acceptable to the County and placed with insurance carriers authorized by the Insurance Department in the State of Florida that meet an AM Best financial strength rating of no less than “A- Excellent: FSC VII.
- 5.4. The Consultant shall hold the County, its agents and employees, harmless on account of claims for damages to persons, property or premises arising out of the services performed to in connection with this RFP. The County reserves the right to require Consultant to provide and pay for any other insurance coverage the County deems necessary, depending upon the possible exposure to liability.
- 5.5. Renewal:
- 5.5.1. In the event the insurance coverage expires prior to termination of the contract entered into in connection with this RFP, a renewal certificate shall be issued 30-days prior to said expiration date.
- 5.5.2. Such notification will be in writing by registered mail, return receipt requested, and addressed to the County Purchasing Manager, 600 S. Commerce Ave., Sebring, FL 33870-3809.

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SECTION 3 SPECIAL TERMS AND CONDITIONS

These are conditions that are in relation to this solicitation only and have not been included or are revising in the County's standard General Terms and Conditions or the Scope of Work.

1. PROJECT TERM:

1.1. The initial term of the Contract shall be **548 calendar days from the Board approval**. Upon mutual agreement of the parties, the contract may be renewed for three (3) additional one (1) year terms or through the duration of the project final completion. The Contract will include a thirty (30) day termination for convenience clause for termination by the County.

2. BASIS OF AWARD:

2.1. The County shall award to the responsive and qualified Proposer whose Proposal is determined to be the most advantageous to the County. Evaluation of the Proposals based on the evaluation factors set forth in this RFP and any other relevant information obtained through the evaluation process will be used to make the determination.

3. QUALIFICATIONS:

3.1. Licensed in the state of Florida for specified work through Department of Business and Professional Regulation, firm/individual registered to do business with Division of Corporations,

4. TRAVEL:

4.1. Mileage and travel expense to and from Highlands County in performance of this scope of work is to be considered a cost of doing business.

5. MISCELLANEOUS REQUIREMENTS: (as applicable)

5.1. Firm must adhere to applicable funding mandates. The requirements could include, but are not limited to the following, in the current version, as applicable:

5.1.1. 2 CFR 200

5.1.2. 49 CFR 26.51; 337.139, F.S;

5.1.3. A determination of allowable costs in accordance with Federal Cost Principles will be performed for services rendered under any resulting contract from this solicitation.

5.1.4. Performance evaluations will be conducted on all contracted services.

5.1.5. Disadvantage Business Enterprise (DBE) utilization data & payment reporting and Bid Opportunity Reporting is required by the selected firms. DBE participation is encouraged. DBE participation is not required for contract award.

5.1.6. Compliance with State Revolving Fund (SRF) loan requirements.

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SECTION 4 INTRODUCTION/BACKGROUND

Pursuant to Section 287.055, Florida Statutes (the “Consultants Competitive Negotiation Act” or “CCNA”), the Board of County Commissioners, Highlands County, Florida, and the Board of County Commissioners is seeking a firm to perform a planning level study for Highlands County. The study will focus on targeted areas throughout the County to identify opportunities to improve both water quality and flood control. Seven target areas, averaging 1800 acres in size, within 11 total basins and three watersheds will be analyzed. In total, the basins/the target areas are located and account for over 340 square miles of land and over 19,000 parcels. The study should also address flooding on major and local roads in the areas. The analysis will include determining the overall benefit and cost of multiple alternatives, environmental impacts of each alternative, and determining benefit-cost ratios for each identified improvement so that the County can implement and appropriately prioritize the most cost-effective solutions.

SECTION 5 SCOPE OF SERVICES

1. **OBJECTIVE:** Highlands County is looking for one design firm to lead all aspects of the work to include, but may not be limited to:

1.1 SERVICES TO BE PROVIDED BY THE CONSULTANT

1.1.1 Planning level study for Highlands County.

The study will focus on targeted areas throughout the County to identify opportunities to improve both water quality and flood control. Seven target areas, averaging 1800 acres in size, within 11 total basins and three watersheds will be analyzed. In total, the basins/the target areas are located and account for over 340 square miles of land and over 19,000 parcels. The study should also address flooding on major and local roads in the areas. The analysis will include determining the overall benefit and cost of multiple alternatives, environmental impacts of each alternative, and determining benefit-cost ratios for each identified improvement so that the County can implement and appropriately prioritize the most cost-effective solutions.

Alternatives such as filter marshes, lakes, and roadside swales which provide both attenuation and water quality may be considered to provide the most benefit to the overall watersheds. Water quality will be especially beneficial for these areas as many of them are older neighborhoods with no current BMPs in place. All areas within the study are located within the Lake Okeechobee Basin Management Action Plan which was developed to help reduce the amount of Phosphorus runoff in the Lake Okeechobee Basin. Lakes and reservoirs are great alternatives that provide both attenuation for flooding as well as nitrogen and phosphorus removal. Lakes and reservoirs are especially effective for phosphorus removal because they allow phosphorus to settle out without resuspending. Several of the watersheds in this study are also impaired for dissolved oxygen, macrophytes, or Chlorophyll

These impairments can also often be linked to an imbalance of Nitrogen. Filter marshes are designed with shallower depths than lakes and provide an environment for nitrogen to oxidize and be released as well as some phosphorus removal.

In addition to the water quality benefits, the improvements will improve flood conditions. The chosen areas of interest all have some level of flood concerns, including structure and/or roadway flooding. This study will quantify the amount of damages from the existing flooding during a design storm. For each alternative, the damages for the same design storm will be determined. The project cost versus the avoided damages (the benefit-cost ratio) will serve as a standard to compare each proposed alternative and provide recommendations to move forward into design, permitting, and construction.

The County reserves the right to add or remove sites from this project.

For each of the seven target areas below, information on existing water quality and flood conditions is included below:

Avon Park Estates:

- Roadway Flooding
- Aging and Undersized Infrastructure
- Minimal Existing BMPs for water quality
- Potential land available for water quality and attenuation

Sebring Country Estates:

- Roadway and Structure Flooding
- Evacuation Route Flooding
- Impaired for DO, Macrophytes, and Chlorophyll-a
- Potential land identified to acquire and use for both attenuation and water quality improvements

Sebring Falls:

- Roadway and Structure Flooding
- Evacuation Route Flooding
- Impaired for DO, Macrophytes and Chlorophyll-a

Lake Haven Estates:

- Roadway Flooding
- No Master Drainage Plan and Little to No Drainage Features
- Impaired for DO, Macrophytes and Chlorophyll-a
- Potential incorporation of local drainage features with added water quality benefit.

Orange Blossom Estates:

- Roadway Flooding
- Poorly Draining Soils
- Impaired for heavy metals and phosphorus

- Potential incorporation of local drainage features with added water quality benefit.

Placid Lakes:

- Roadway Flooding
- June Canal is impaired by an undetermined pollutant
- Placid Lakes is impaired for DO, TP, Copper, and Lead

Spring Lake:

- Roadway Flooding
- Aging and Damaged Infrastructure
- Impaired for Nitrogen, Chlorophyll-a, and Phosphorus

- 1.1.2 Project Meetings: coordinate, prepare agenda and minutes for each.
 - 1.1.2.1 Project Kickoff Meeting
 - 1.1.2.2 Progress Meetings
 - 1.1.2.3 Attend Board Meetings and provide information as requested.
- 1.1.3 Environmental Review
 - 1.1.3.1 Collection of available data as well as historical information
 - 1.1.3.2 Site visits as needed for data collection and site evaluation.
 - 1.1.3.3 Identify wetlands, habitats, identify threatened and endangered species.
- 1.1.4 Assist County surveyor
- 1.1.5 Preparation of reports and maps to show location of data gaps.
- 1.1.6 Recommendations and modeling to include current and future projections.
- 1.1.7 Provide opinion of probable cost and possible alternatives.
- 1.1.8 Work with County to determine final recommended projects and costs.

SECTION 6 RESPONSE FORMAT CRITERIA

1. SUBMITTAL CONTENT: It is imperative that the information submitted is precise, clear, and complete. All responses must be presented in the following format requirements:
 - 1.1. **Paper Submission:** Page Size: 8 1/2" by 11" bound document, tabbed at each Evaluation Criteria Section, all pages numbered, minimum 11-point Arial font shall be used.
 - 1.2. **Electronic Format:** Shall be an exact, all-inclusive copy mirroring the original paper submission in a single Adobe pdf format. The file is to include Bookmarks for each Evaluation Criteria Section, if possible. No macros, links or locked files will be allowed.
 - 1.3. Submittals not conforming to this format may be disqualified from further consideration and, if considered, may receive a lower score.
2. PROPOSAL OUTLINE
Sections and subsections shall correspond in sequence with those identified below and shall be clearly sequentially tabbed. All additional information that a Proposer believes is unique to a section and does not fit the established outline may be included at the end of that section under a subheading "Additional Information."

3. EVALUATION CRITERIA SECTION. Proposers will be scored on the quality of the proposal including clarity and organization of the proposal and its presentation.

TAB A Introduction of Firm/Executive Summary (Maximum 0 Points)

- Table of Contents (optional)
- Letter of Interest
- Acknowledge by submittal of a Letter of Interest the consultant represents that it does not have any professional or personal conflicts of interest.
- Acknowledge by submitting a Letter or Interest the consultant confirms that no principal (which includes officers, directors or executives) or the firm is presently suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation by any State, Federal Department or Agency.
- Provide office location(s) that will serve this project. If multiple, please designate primary location.

TAB B Firm Organization and Relevant Firm Experience (Maximum 30 Points)

Illustrate the Proposers organizational chart as it relates to professional services categories listed in Scope of Services of this RFP, indicating key personnel and their relationship to project categories, especially the Project Manager. Include Proposer background, history, capabilities, resources and experience for each category of services. List and provide copies of any qualifications.

Proposals will be scored on the capabilities of the Proposer in performing and providing the requested services, including experience and resources, internal procedures related to work quality and control, and location and accessibility of team resources. Experience should be related to similar projects with equal or greater scope and complexity which have been performed within the last 10 years.

A description of the Proposer's past and current related experience. With an emphasis on similar projects. The Highlands County reserves the right to contact and verify previous project performance.

Consideration will be given to the successful completion of previous projects and their complexity. List three (3), projects which best illustrate the experience of the Proposer and current staff, including partners and members assigned to such project(s). For each relevant project, include the following:

- Name and Location of project
- The nature of the Proposer's responsibility on project
- Project Owner's representative's name, address, phone number, and email;
- Project user agency's representative's name, address, phone number, and email
- Date project was completed with original and final schedules
- Cost of project (list separately the design cost and construction cost) including original estimate and final cost
- Work activities for which Proposer's staff was responsible
- Present status of project

- Size of project
- Client prepared reference or project evaluation report for each project.

TAB C Project Team Training and Experience (Maximum 30 Points)

Indicate the general and specific project related capability, including training and experience, of all the proposed staff and indicate the adequate depth and abilities from within the organization which can be drawn upon as needed, including management, technical, support staff and subconsultant firms.

Proposals will be scored on the experience of the individuals and subconsultants to be assigned to the project and performing the work. Experience should be related to projects of a similar nature completed in the last 10 years. The County is highly interested in the experience, role and responsibility of individuals to be assigned to the project.

- Identify the team to be assembled by the Proposer to complete the Scope of Work including biographies and relevant experience on similar projects. Identify team member's role in the proposed project.
- Identify and include the biography and relevant work experience of the Proposer's Project Manager and their position.
- Identify the Proposer's Staff turnover rate.
- The Consultant shall not substitute any person or persons identified in this section or any County approved replacement without written permission of the County Project Manager.

Describe in-house capabilities of the Proposer's staff to provide construction scheduling, cost control, value engineering, change order negotiations, construction management, control system operation and quality assurance. Identify percentage of work that would be subcontracted for the proposed project.

Responses shall include information indicating if the Proposer was not the lead consultant for mentioned projects, description of actual involvement.

TAB D Demonstrate understanding of scope of work and thoroughness of proposal (40 Points)

Proposals will be scored based on the presented detail and understanding of the project, proposed schedule to complete the scope of work, the thoroughness of the approach to the necessary tasks and how well the approach will meet the objectives of the project. Current capacity to perform the work and ability to succeed under stated time restraints should be clearly stated.

TAB E Forms and Certifications (Maximum 0 Points)

- Certification Forms (see TOC for list)
- Professional Licenses and Certifications
- Proof of enrollment in the U.S. Department of Homeland Security's E-Verify system

- Sunbiz.org print-out that shows officers, FEI/EIN Number, state of incorporation, status, and date filed.
- Sample Acord Insurance Form or letter from an insurance agent confirming that Proposer is able to obtain the required coverage at the time of contract execution.

TAB F ADDITIONAL INFORMATION AT THE PROPOSER'S DISCRETION:

4. PRESENTATION IF, REQUESTED BY THE EVALUATION COMMITTEE. After preliminary scoring based on the above criteria, presentations/interviews as part of the evaluation process may or may not be requested by the Evaluation Committee. The Committee may invite no less than the top three scoring Proposers to provide a presentation (based on preliminary evaluation). The Presentations/interview are scheduled as noted in the solicitation. Notice will be given to the Proposers invited to give presentations. Presentations by Proposer should include the key personnel that will be responsible for the County contract and services. Following the presentations, the shortlisted firms that presented will be ranked by the committee members.

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SECTION 7 SELECTION PROCESS AND CRITERIA

1. Responses shall be reviewed by the Evaluation Committee and ranked by the Evaluation Committee based upon the above criteria for each of the Professional Services Categories.
2. Public presentations to the Evaluation Committee may be requested of the Proposers.
3. Each member of the Evaluation Committee shall perform their own independent scoring based upon the criteria herein and the highest ranked firms shall be determined by the order of ranking from highest to lowest score.
4. The Evaluation Committee members have the right to correct any errors that may be made in the evaluation and selection process.
5. The County is not obligated to award contract(s), and the Evaluation Committee members may decide to recommend rejection of all responses.
6. Selection of Proposers shall follow the procedures adopted by the Highlands County Board of County Commissioners and Section 287.055, Florida Statutes.

SECTION 8 SAMPLE EVALUATION SCORE SHEET

Tab	CRITERIA FOR EVALUATION	MAXIMUM POSSIBLE POINTS
A	Introduction of Firm/Executive Summary	0
B	Firm Organization & Relevant Experience	30
C	Project Team Training and Experience	30
D	Demonstrated understanding of Scope of Work and Thoroughness of Proposal	40
E	Forms and Certifications	0
F	Additional information at the Proposers discretion	0
	TOTAL MAXIMUM POSSIBLE POINTS	100

SECTION 9 TENTATIVE SCHEDULE

DATE	TIME	EVENT
June 22, 2022		First Advertisement
July 2, 2022		Second Advertisement
None Scheduled		Pre-Proposal Meeting
July 20, 2022	5:00 P.M.	Deadline to submit questions (RFI's)
August 2, 2022	3:30 P.M.	Proposal due date (Purchasing Dept, 600 S. Commerce Ave, 2 nd FL Sebring FL 33870
August 17, 2022	1:30 P.M.	*Review/Ranking of Proposals by the Evaluation Committee
August 31, 2022	1:30 P.M.	*Presentations / Interviews (at the discretion of the Evaluation
September 6, 2022		Anticipated award date
October 4, 2022		Anticipated contract consideration by the Board,
		<i>Dates are subject to change.</i>
		<i>*EVALUATION MEETINGS to be held at the Annex Building 505</i>
		<i>*EVALUATION MEETINGS to be held at the Annex Building 505 S Commerce Ave, 2nd Floor Sebring FL 33870 unless otherwise stated.</i>

SECTION 10 SAMPLE MASTER CONTRACT FOR PROFESSIONAL SERVICES

The County will negotiate a contract with successful firm.

The funding source will require a signed contract between the engineering consulting firm and the local borrower with specific details of planning work to be completed.

Attachment B**Standard Job Classes**

The following Job Classes are to be used for standardization in CATEGORIZING personnel on professional services consultants. It is recognized that exceptions will need to be made in the case of unusual staff requirements that do not fit within the standard job classes. With the exception of where unusual project requirements exist, **every effort should be made to list all personnel using these classes.** These classes are not intended to be interpreted as position descriptions, but as a means of standardizing the classification of personnel. **Personnel should be classified based on the classification definitions provided below, not based on the position title they hold within their firm.** This is provided for informational purposes only. Rates will be negotiated after the Notice of Intended Decision is issued.

**All of the class(es) defined may or may not be applicable to this project.*

Job Class	Job Class Typical Definitions
Accountant	Bachelors degree in Accounting. Only to be used for projects containing Work Type 22.0.
Acquisition Administrator	Current Real Estate Sales or Broker license with 5+ years of Acquisition experience.
Acquisition Agent	Current Real Estate Sales or Broker license with 3 or more years of Acquisition experience.
Appraisal Research Assistant	HS graduate or equivalent
Appraiser	registered and licensed appraiser
Archaeologist	Bachelors degree in related field and/or relevant experience
Architect	registered w/ 1+ years post registration experience
Architect Intern	entry level w/ degree and intern registration or equivalent
Assistant Bridge Inspector	HS grad or equivalent + 1 year in experience in structure inspection
Assistant Underwater Bridge Inspector	HS grad or equivalent + 1 year in experience structure inspection. Possess appropriate PADI or NAUI diver certifications.
Assist Underwater Bridge Inspection Trainee	HS grad or equivalent. Possess appropriate PADI, NAUI, or NASE diver certifications.
Associate Appraiser	registered or licensed appraiser
CADD/Computer Technician	Design and Drafting Associates degree with 1+ year of experience
CEI Architect	Registered Architect, with 4 yrs as registered architect. Please refer to CEI Scope of Services for additional information
CEI Asphalt Plant Inspector	HS grad or equiv, plus 1 yr of experience in surveillance & insp. of hot mix asphalt plant operations or 80 hours working under an approved and qualified asphalt plant inspector at the asphalt plant. Please refer to CEI Scope of Services for additional details.
CEI Assist Project Administrator/Project Engineer	A C.E. degree plus 1 yr of engineering exp. in constr. of major road or bridge; or for non-degreed personnel 6 years of engineering exp. Please refer to CEI Scope of Services for additional details.
CEI Assoc Contract Support Spec	HS grad plus 3 years of clerical exp. including 2 years exp. in constr. office mgmt. Please refer to CEI Scope of Services for additional details.

CEI Bridge Inspector	NACE Level I or BCI Level I; SSPC C-3 Lead Paint Removal; AWS Certified Welding Inspector. Please refer to CEI Scope of Services for additional details.
CEI Bridge Project Administrator	NACE Level III Certified or BCI Level II Certified; SSPC C-3 Lead Paint Removal; AWS Certified Welding Inspector. Please refer to CEI Scope of Services for additional details.
CEI Bridge Senior Inspector	NACE Level III Certified or BCI Level II Certified; SSPC C-3
	Lead Paint Removal; AWS Certified Welding Inspector. Please refer to CEI Scope of Services for additional details.
CEI Building Inspector/Electrical	HS grad + 5 years exp. as building inspector or general contractor. Please refer to CEI Scope of Services for additional details.
CEI Casting Yard Engineer/Manager	P.E. in Fla. w/ 1 yr. of exp.; or non-registered with min. 3 years exp. Please refer to CEI Scope of Services for additional information.
CEI Communications Engineer	Elect. Engr. degree plus registered as a P.E. & 10 yrs exp. involving computer controlled systems for computerized traffic signal systems. Please refer to CEI Scope of Services for additional details.
CEI Community Outreach Specialist	H.S. graduate or equiv., and 3+ yrs of public information experience. Please refer to CEI Scope of Services for additional details.
CEI Consultant Engineer	A C.E. degree plus 2 years of eng. exp. in construction of major road or bridge structures, 2 years of which involved construction of major road or bridge structures with the exception of Complex Category 2 (CC2) bridge structures. Please refer to Contract Compliance Specialist Scope of Services for additional details.
CEI Contract Support Specialist	HS diploma plus 4 years of road and bridge CEI exp. or a C.E. degree. Please refer to CEI Scope of Services for additional details.
CEI Environmental Specialist	B.S. degree in Environmental Science w/ 3 year's exp. Please refer to CEI Scope of Services for additional details.
CEI Geotech Engr- Cat I Bridge DSF	P.E. + 4 yrs exp as Geotechnical Engineer, including at least two Cat I bridges w/ drilled shaft foundations. Please refer to CEI Scope of Services for additional details. DSF = (Drilled Shaft Foundations)
CEI Geotech Engr- Cat I Bridge Pile	P.E. + 4 yrs exp. as Geotechnical Engineer including at least two Cat I bridges w/ pile foundations. Please refer to CEI Scope of Services for additional details.
CEI Geotech Engr- Cat II Bridge DSF	P.E. + 5 yrs exp as Geotechnical Engineer including at least one Cat II bridge w/ drilled shaft foundations. Please refer to CEI Scope of Services for additional details. DSF = (Drilled Shaft Foundations)
CEI Geotech Engr- Cat II Bridge Pile	P.E. + 5 yrs exp as Geotechnical Engineer, including at least one Cat II bridge w/ pile foundations. Please refer to CEI Scope of Services for additional details.

CEI Geotechnical Technician- DSF	CTQP Drilled Shaft Inspector w/ 3+ years exp. Please refer to CEI Scope of Services for additional details. DSF = (Drilled Shaft Foundations)
CEI Geotechnical Technician- Pile Foundation	CTQP Pile Driving Inspector w/ 3+ years exp. Please refer to CEI Scope of Services for additional details.
CEI Inspector/Engineer Intern	HS degree plus 2 yrs exp. in constr. inspection, or C.E. degree. Please refer to CEI Scope of Services for additional information.
CEI Inspector's Aide	HS degree or equivalent. Please refer to CEI Scope of Services for additional details.
CEI Instrument-Person	HS grad plus 3 yrs experience in construction surveying. Please refer to CEI Scope of Services for additional details.
CEI ITS Inspector	H.S. graduate or equiv. +2 years exp. in constr. inspection, one year of which was ITS const. inspection. Please refer to CEI Scope of Services for additional details.
CEI Landscape Inspector	HS Graduate + 3 years commercial or roadway landscape construction and/or maintenance exp. Or FNGLA Landscape Technician + one year commercial or roadway landscape construction and/or maintenance exp. Or degree in related field and 1 yr commercial or roadway landscape construction and/or maintenance exp. Please refer to CEI Scope of Services for additional details.
CEI Project Administrator/CEI Project Engineer	C.E. degree plus 2 years of engineering experience in constr. of major road & bridge, or for non-degreed personnel 8 yrs of engineering exp. If registered P.E., uses Project Engineer title. If non-registered, uses Project Administrator title. Please refer to CEI Scope of Services for additional details.
CEI Res Compliance Specialist	HS grad with 1yr. experience. Please refer to CEI Scope of Services for additional details.
CEI Rod-Person/Chain-Person	HS grad with some survey exp. preferred. Please refer to CEI Scope of Services for additional details.
CEI Secretary/Clerk Typist	HS grad or equivalent plus 2 yrs clerical exp. Please refer to CEI Scope of Services for additional details.
CEI Senior Environmental Specialist	M.S. Degree in Physical or Natural Science & 7 yrs exp., Or a Bachelor's Degree in Environmental Science and 10 years of exp. Please refer to CEI Scope of Services for additional details.
CEI Senior Inspector- Bldg. Struct.	HS grad plus 8 yrs exp. in construction inspection. Please refer to CEI Scope of Services for additional details.
CEI Senior Inspector/Senior Engineer Intern	HS grad plus 4 years exp. in constr. inspection, or C.E. degree & 1 year of road & bridge CEI experience. Please refer to CEI Scope of Services for additional details.
CEI Senior ITS Inspector	H.S. graduate or equiv. +4 years exp. in constr. inspection, two years of which were ITS construction inspection. Please refer to CEI Scope of Services for additional details.

CEI Senior Landscape Inspector	HS grad or equiv., plus 8yrs of roadway or commercial landscape construction experience, or a Bachelor degree in Horticulture, Urban Forestry, Landscape Architecture plus three (3) years of roadway or commercial landscape construction experience. Please refer to CEI Scope of Services, as applicable, for additional details.
CEI Senior Project Engineer	C.E. degree, & registered in the State of Florida as a P.E. (or if registered in another state, the ability to obtain registration in the State of Florida within six months) and 6 years of engineering experience. Please refer to CEI Scope of Services for additional details.
CEI Software Engineer	Elect. Engr. degree & 5 yrs exp. in traffic signal design, analysis, and implementation. Please refer to CEI Scope of Services for additional details.
CEI Survey Party Chief	High School graduate +4 years of experience in construction surveying. Please refer to the CEI Scope of Services for additional details.
CEI Systems Technician	H.S. graduate + 5 yrs exp. in electronic systems and/or traffic engineering technician level work. Please refer to CEI Scope of Services for additional details.
CEI Utility Coordinator	H.S. graduate or equivalent with 4+ years exp. in utility coordination. Please refer to CEI Scope of Services for additional details.
Certified Bridge Inspector	FHWA bridge inspection course graduate
Chief Archaeologist	Masters or PhD in related field with 20+ years of experience
Chief Computer Programmer	20+ years of programming experience and experience in software development
Chief Designer	20+ years of design experience , non-registered
Chief Engineer 1	PE (or if registered in another state, the ability to obtain registration in the State of Florida within six months) w/ 15+ years of post registration experience. Consultant proposes if individual is in a technical discipline oversight role.
Chief Engineer 2	PE (or if registered in another state, the ability to obtain registration in the State of Florida within six months) w/ 25+ years of post registration experience. Consultant proposes if individual is in a technical discipline oversight role.
Chief Planner	Degree in planning or equivalent, with 20+ years exp.
Chief Scientist	Degree in related field with 20+ years of experience
Chief Utility Coordinator	HS Graduate with 20+ years of utility coordination experience including interpreting plans, and assisting the Utility Agency Owners (UAO) with completion of their work schedules and agreements, and FDOT, FHWA, and AASHTO standards, policies, procedures, and design criteria.
Community Outreach Specialist	H.S. graduate or equivalent, and 3-10 years of public information experience

Community Outreach Specialist - Junior	H.S. graduate or equivalent, with up to 3 years of public information experience.
Community Outreach Specialist - Senior	H.S. graduate or equivalent, and 10+ years of public information experience.
Computer Programmer	5+ years of programming experience and experience in software development
Contract Coordinator	Experience with coordinating contracts, amendments, or TWO
CPA	Licensed Certified Public Accountant, with 3 years post registration experience in business valuation. Only to be used for projects containing Work Type 22.0.
Data Manager (Pre-Event)	(Pre-Event contracts only) two plus years of experience working with a relational database management system.
Debris Collect, Tower, Exit Site Monitor (PreEvent)	(Pre-Event contracts only) HS Grad or equivalent, be adequately trained on Debris Operations.
Debris Manager (Pre-Event)	(Pre-Event contracts only) experience with FEMA and FHWA disaster debris management coordination. Please see CEI Pre- Event scope for additional details.
Debris Supervisor (Pre-Event)	(Pre-Event contracts only) Must have experience with FEMA or FHWA disaster debris management coordination. Please see CEI-Pre-Event scope for additional details.
Design Intern	enrolled in BSCE
Designer	10+ years of design experience, non-registered
Electrical Engineer	EE degree w/ 2+ years of post-graduate experience
Engineer 1	PE (or if registered in another state, the ability to obtain registration in the State of Florida within six months) w/ 0 years of post-registration experience
Engineer 2	PE (or if registered in another state, the ability to obtain registration in the State of Florida within six months) w/ 5+ years of post-registration experience
Engineering Intern	entry level w/ engineering degree; EI License required
Engineering Technician	Entry level, with 0-4 years of experience
Environmental Specialist	B.S. degree in physical or natural sciences or engineering w/ 2+ year's exp.
GIS Specialist	Degree in related field; or combination of education and experience
Graphic Designer	Degree in Graphic Design and/or relevant experience
Inspector	H.S. graduate or equivalent +2 years' experience in inspection
ITS Inspector	H.S. graduate or equivalent +2 years' experience in inspection, one year of which is ITS construction inspection
Land Planner	Degree in related field; or combination of education and experience or AICP
Landscape Architect	registered
Landscape Architect Intern	entry level w/ BS degree or equivalent

Landscape Designer	Non-registered with 3+ years of experience
MAT Asphalt Plant Inspector	HS grad or equiv., plus 1 yr. of experience in surveillance & insp. of hot mix asphalt plant operations or 80 hours working under an approved and qualified asphalt plant inspector at the asphalt plant.
MAT CADD/Computer Technician	Technical Certification and/or 2 yrs. experience
MAT Chief Engineer	P.E. (or if registered in another state, the ability to obtain registration in the State of Florida within six months) w/ 20+ years of post-registration experience
MAT Engineer	P.E. (or if registered in another state, the ability to obtain registration in the State of Florida within six months) w/ 5 yrs. Industry Experience
MAT Engineer Intern	Entry level w/ Engineering Degree and E.I.T. Certificate
MAT Engineering Technician	H.S. grad w/ 1yr Industry Experience and applicable CTQP qualifications
MAT Geologist	B.S. degree in Geology w/ 2yrs experience
MAT Geologist Professional	P.G. w/ 5 yrs. Industry Experience
MAT GIS Specialist	2yrs Applicable Experience
MAT Inspector	H.S. grad w/ 1yr Industry Experience and applicable CTQP qualifications
MAT Pre-stress Inspector	H.S. grad w/ 1yr Industry Experience and applicable qualifications
MAT Principal Engineer	P.E. (or if registered in another state, the ability to obtain registration in the State of Florida within six months) w/ 15+ years of post-registration experience
MAT Project Manager	H.S. grad w/ 3yrs Industry Experience
MAT Secretary/Clerical	Entry level w/ H.S. degree or equivalent
MAT Senior Asphalt Plant Inspector	H.S. w/ 4yr Industry Experience; CTQP Asphalt Plant Level 1&2; CTQP Asphalt Paving Level 1&2; must complete additional training (if required by District).
MAT Senior Engineer	P.E. (or if registered in another state, the ability to obtain registration in the State of Florida within six months) w/ 10 yrs Industry Experience
MAT Senior Engineering Technician	H.S. grad w/ 4 yrs. Industry Experience and applicable CTQP qualifications
MAT Senior Inspector	H.S. grad w/ 4 yrs. Industry Experience and applicable CTQP qualifications
MAT Technical Secretary	H.S. grad w/ 3 yrs. applicable Technical Experience
MAT Technician Aid	Entry level w/ H.S. degree or equivalent
Mechanical Engineer	ME degree w/ 2+ years of post-graduate experience
MOT - Qualified Worker/Flagger	MOT Intermediate Certification
MOT - Qualified Worksite Traffic Supervisor	MOT Advanced Certification

MOT Off-Duty Law Officer with Vehicle	Includes vehicle, labor and all coordination services.
Office Manager/EEO/RCS	3+ years of clerical experience (for use in CEI contracts only)
Operations Debris Manager (Pre-Event)	(Pre-Event contracts only) Must have experience with FEMA or FHWA disaster debris management coordination. Please see CEI-Pre-Event scope for additional details.
Planner	Degree in planning or equivalent/ 1+ years of experience
Principal Engineer	PE (or if registered in another state, the ability to obtain registration in the State of Florida within six months) w/ 20+ years of post-registration experience. Consultant proposes if individual is in an enterprise oversight role (over resources and team).
Project Architect	registered w/ 5+ years of post-registration experience
Project Landscape Architect	Registered w/ 5+ years post-registration experience
Project Manager 1	PE (where appropriate) w/ 5+ years of post-registration experience
Project Manager 2	PE (where appropriate) w/ 10+ years of post-registration experience
Project Manager 3	PE (where appropriate) w/ 15+ years of post-registration experience
Project Planner	Degree in planning or equivalent/ 5+ years of experience
Property Management Administrator	Current Real Estate Sales or Broker license with 5+ years of Property Management experience.
Property Management Agent	Current Real Estate Sales or Broker license with 3 or more years of Property Management experience.
Relocation Administrator	5+ years of demonstrated current experience in administering and providing relocation assistance under the provisions of the Uniform Act.
Relocation Agent	3 or more years of demonstrated current experience in administering and providing relocation assistance under the provisions of the Uniform Act.
Scientist	Relevant Degree / Entry Level
Secretary/Clerical	entry level w/ HS degree or equivalent
Senior Accountant	Bachelor's degree in Accounting with over 5 years' experience in public accounting. Only to be used for projects containing Work Type 22.0.
Senior Acquisition Agent	Current Real Estate Sales or Broker license with 3+ years of Acquisition experience.
Senior Archaeologist	Masters or PhD in related field w/ 10+ years of experience
Senior Architect	registered w/ 10+ years of post-registration experience
Senior Certified Bridge Inspector	5+ years serving as a safety bridge inspection team leader who also coordinates, assists and provides guidance to other bridge inspection teams

Senior Computer Programmer	10+ years of programming experience and experience in software development
Senior Designer	15+ years of design experience, non-registered
Senior Electrical Engineer	EE degree w/ 10+ years of post-graduate experience
Senior Engineer 1	PE (or if registered in another state, the ability to obtain registration in the State of Florida within six months) w/ 10+ years of post-registration experience. Individual is not discipline lead – in production role.
Senior Engineer 2	PE (or if registered in another state, the ability to obtain registration in the State of Florida within six months) w/ 20+ years of post-registration experience. Individual is not discipline lead – in production role.
Senior Engineering Technician	5+ years of experience
Senior Environmental Specialist	M.S. Degree in Physical or Natural Science & 7 yrs exp, Or a Bachelor's Degree in Environmental Science and 10 years of exp.
Senior Inspector	HS degree + 4 years of experience
Senior ITS Inspector	H.S. graduate or equivalent +4 years' experience in inspection, two years of which is ITS construction inspection
Senior Landscape Architect	registered w/ 10+ years of post-registration experience
Senior Mechanical Engineer	ME degree w/ 10+ years of post-graduate experience
Senior Planner	Degree in planning or equivalent w/ 10+ years of experience
Senior Relocation Agent	3+ years of demonstrated current experience in administering and providing relocation assistance under the provisions of the Uniform Act.
Senior Scientist	Relevant Degree w/ 10+ years of experience
Senior Underwater Certified Bridge Inspector	5+ years serving as a safety bridge inspection team leader who also coordinates, assists and provides guidance to other bridge inspection teams. Possess appropriate PADI or NAUI diver certifications.
Senior Utility Coordinator	HS graduate with 10+ years of utility coordination experience including interpreting plans and assisting the Utility Agency Owners (UAO) with completion of their work schedules and agreements, and FDOT, FHWA, and AASHTO standards, policies, procedures, and design criteria.
Structure Coating Inspector	HS grad or equivalent, possessing the following trainings: Lead Paint Removal Certification (SSPC C3 Lead Paint Removal); and either SSPC Bridge Coating Level 2 certification, or NACE Coating Inspector Level 3 certification is also acceptable.
Suit Coordinator	2+ years of experience in real estate suit preparation.
SUR Aerial Sensor Operator	HS Graduate or Equivalent and 1+ years' experience with the type of sensor(s) and data collection system(s) being utilized for raw data collection.

SUR Chief Scientist	Master's degree or Higher in needed field of subject matter expertise
SUR Chief Surveyor	PSM with 20+ years post license experience
SUR Contract Coordinator	5+ years of experience, includes activities such as coordinating proposals, labor tracking activities, and contract submittals. 3+ of those years on state or federal transportation contracts
SUR Field Crew Supervisor I	MOT Certification with 1+ years supervisory experience
SUR Field Crew Supervisor II	PSM and MOT Certification, with 1+ years supervisory experience
SUR Mobile Survey Analyst 1 (Entry)	HS Graduate or Equivalent with 2+ years survey experience, 1 of which must be in digital mapping using mobile remote sensing data.
SUR Mobile Survey Analyst 2 (Junior)	HS Graduate or Equivalent with 4+ years survey experience of which 2 years must be in processing, analysis, and adjustment of mobile remote sensing data
SUR Mobile Survey Analyst 3 (Senior)	HS Graduate or Equivalent with 6+ years survey experience of which 4 years must be in processing, analysis, and adjustment of mobile remote sensing data
SUR Mobile Survey Operator	HS Graduate or Equivalent with 4+ years survey experience, 2 of which must be in operation of mobile remote sensing equipment. Certification in MOT.
SUR Multi Engine Aircraft Pilot	FAA Certified and rated Aircraft Pilot w/ 1500 total logged pilot flying hours of which at least 500 hours were in multi-engine aircraft and at least 5 hours were in the make and model aircraft being flown
SUR Party Chief	HS Graduate or Equivalent with 5+ years of experience, or HS graduate with a Geospatial Science Related Secondary Degree or Certification with 2+ years Survey/Mapping/GIS experience.
SUR Principal Surveyor	PSM with 15+ years post license experience.
SUR Project Surveyor	PSM with 2+ years post licensure transportation Project Management experience
SUR Rotorcraft Pilot	FAA Certified and rated Rotorcraft Pilot w/ 1000 total logged pilot flying hours of which at least 250 hours were in Rotorcraft.
SUR Secretary/Clerical	Entry level w/ HS Grad or Equivalent
SUR Senior Project Surveyor	PSM with 6+ years post licensure transportation Project Management experience
SUR Senior Surveyor	PSM with 10+ years post license experience.
SUR Single Engine Aircraft Pilot	FAA Certified and rated Aircraft Pilot w/ 500 total logged pilot flying hours
SUR SUE Technician 1 (Entry)	HS Graduate or Equivalent with entry level experience in Utility or Survey
SUR SUE Technician 2 (Junior)	HS Graduate or Equivalent with 2+ years SUE experience
SUR SUE Technician 3 (Senior)	HS Graduate or Equivalent with 4+ years SUE experience

SUR Survey Technician 1 (Entry)	HS Graduate or Equivalent with entry level experience in Survey
SUR Survey Technician 2 (Junior)	HS Graduate or Equivalent with 2+ years survey experience
SUR Survey Technician 3 (Senior)	HS Graduate or Equivalent with 4+ years survey experience
SUR Survey/GIS/SUE Analyst 1 (Entry)	HS Graduate or Equivalent 1+ years Survey/Mapping/GIS experience
SUR Survey/GIS/SUE Analyst 2 (Junior)	HS Graduate or Equivalent with 5+ years, or HS plus Geospatial Related Secondary Degree or Certification (GISP) with 2+ years Survey/Mapping/GIS experience
SUR Survey/GIS/SUE Analyst 3 (Senior)	HS Graduate or Equivalent with 8+ years, or HS plus Geospatial Related Secondary Degree or Certification (GISP) with 4+ years Survey/Mapping/GIS experience
SUR Surveyor	PSM with 1+ year post licensure transportation experience
SUR UAS Operator	Unmanned Autonomous System (UAS) Operator - HS Graduate / equivalent with 1+ years survey experience, and 1+ years UAS experience. If system is airborne, a Federal Aviation Administration (FAA) Remote Pilot Certificate is also required.
Technician Aid	Entry level Design and Drafting
Transportation Data Analyst	Bachelor's Degree in Natural Science, Engineering, Mathematics, Statistics, Computer Science or related field and 0-3 years of experience for data collection, data analysis, data mining, data quality control.
Transportation Data Scientist	Master's Degree in Natural Science, Engineering, Mathematics, Statistics, Computer Science or related field plus five years of experience in data collection, data analysis, data mining, data quality control in analyzing data OR Bachelor's degree and 10 years exp.
Transportation Data Technician	HS Grad or equiv., with 0-2 years of experience, for data collection, field collection.
Underwater Certified Bridge Inspector	1+ years safety bridge inspection. Possess appropriate PADI or NAUI diver certifications.
Utility Coordinator	H.S. graduate or equivalent with 4+ years of experience in utility coordination



SECTION 11 CERTIFICATION FORMS

Any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the submission being declared non-responsive by the County.

The list of forms below is meant only as a guide. It is the Proposer's responsibility to review and include all requested and required documentation.

Forms		
LOCAL COMPLIANCE FORMS		
Proposal Form, include acknowledgement of all addenda, signed.	YES	NO
Drug-Free Workplace Certification	YES	NO
Public Entity Crimes Sworn Statement	YES	NO
Discrimination Certification	YES	NO
Scrutinized Companies Certification	YES	NO
E Verify Certification	YES	NO
Truth in Negotiations Certification (required with the successful firm)	YES	NO
Authorized Signatories/Negotiators	YES	NO
MISCELLANEOUS DOCUMENTATION		
Schedule of Subcontractor(s) identifying potential W/MBE	YES	NO
Sunbiz.org Print out for Proposer FEI/EIN Number	YES	NO
Acord Insurance Form (sample copy from proposer)	YES	NO
Women / Minority Business Enterprise Certification	YES	NO
References (included in Tab B)	YES	NO
Licenses, Certifications	YES	NO
One (1) Original Submission Package, PAPER COPY) and one (1) exact electronic copy, on thumb drive, of the Submission package.		
<u>OR</u>	YES	NO
Upload one (1) all-inclusive adobe file of the Submission package to the County Website via VendorRegistry.com.		
Sealed Submittal Label (affix to outside of submittal package)		
Statement of "No Bid"	If applicable	

PROPOSAL SUBMITTAL FORM

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

SOLICITATION IDENTIFICATION: RFP 22-012/LKD
SOLICITATION NAME: Professional Services for Water Quality and Drainage Studies

PROPOSAL SUBMITTED BY:
Proposer's Name
Proposer's Authorized Representative's Name and Title
Proposer's Address 1
Proposer's Address 2
Contact's Name and Title (Print)
Contact's E-mail Address
Contact's Phone Number
Dun's Number
Employer Identification Number/Federal Employer Identification

ACKNOWLEDGEMENT OF ADENDA Proposer represents that:

- It is the sole responsibility of the bidder/proposer to check the Purchasing web-site for any addenda issued for this solicitation.
Proposer has examined and carefully studied this RFP and the following Addenda (receipt of all which is hereby acknowledged):

Table with 8 columns: Addenda Number, Date Issued, Addenda Number, Date Issued, Addenda Number, Date Issued, Addenda Number, Date Issued.

PROPOSAL FORM

CERTIFICATION: By submitting a Proposal, the Proposer affirms that the Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham Proposal. Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a Proposal. Proposer has not sought by collusion to obtain for itself any advantage over any other person(s) or over the County. The signature below, by an authorized representative and herby affirm they have read and understand the solicitation requirements.

SUBMITTED ON: _____ 20 _____

PROPOSER NAME: _____

SIGNATURE: _____
Proposer's Authorized Representative (Seal)

PRINTED NAME: _____

TITLE: _____

-Remainder of page intentionally left blank-

DRUG FREE WORKPLACE FORM

**CERTIFICATION PURSUANT TO SECTION 287.087, FLORIDA STATUTES
PREFERENCE TO DO BUSINESS WITH DRUG FREE WORKPLACE PROGRAMS
THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by

[Print individual's name and title]

for

[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder has a drug free workplace program in place. The program meets the requirements of Section 287.087, Florida Statutes.

THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: _____ Date: ___/___/___

STATE OF _____

COUNTY OF _____

The foregoing Certification was sworn to before me this ___ day of _____, 20___, by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me [] or has produced _____ as identification [].

(AFFIX NOTARY SEAL)

Signature: _____

Print Name: _____

Notary Public, State of _____

Commission No. _____

My Commission Expires: _____

PUBLIC ENTITY CRIMES FORM

**SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

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

STATE OF FLORIDA } ss

COUNTY OF _____ }

Before me, the undersigned authority, personally appeared _____ who, being by me first duly sworn, made the following statement:

1. The business address of _____ (name of bidder or contractor), is

2. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

3. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.

4. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

5. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

(Draw a line through paragraph 5 if paragraph 6 below applies.)

6. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is
_____.

A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through paragraph 6 if paragraph 5 above applies.)

THIS SWORN STATEMENT IS MADE PURSUANT TO SECTION 287.133(3)A, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD

Signature: _____

Print Name: _____

Print Title: _____

On ____ day of _____, 20____.

STATE OF _____

COUNTY OF _____

Sworn and subscribed before me in the State and County first mentioned above on the _____ day of _____, 20____.

Signature: _____

Print Name: _____

Notary Public, State of _____

Commission No. _____

My Commission Expires: _____

(AFFIX NOTARY SEAL)

DISCRIMINATION FORM

CERTIFICATION PURSUANT TO SECTION 287.134, FLORIDA STATUTES
DISCRIMINATION; DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS WITH PUBLIC ENTITIES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by

[Print individual's name and title]

for

[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder has not been placed on the discriminatory vendor list by the Department of Management Services.

THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.134, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: _____ Date: ___/___/___

STATE OF _____

COUNTY OF _____

The foregoing Certification was sworn to before me this ___ day of _____, 20___, by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me [] or has produced _____ as identification [].

(AFFIX NOTARY SEAL)

Signature: _____

Print Name: _____

Notary Public, State of _____

Commission No. _____

My Commission Expires: _____

SCRUTINIZED COMPANY FORM

CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by _____

[Print individual's name and title]

for _____

[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder is not on the Scrutinized Companies that Boycott Israel list created pursuant to Section 215.4725, Florida Statutes, is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, and that it does not have business operations in Cuba or Syria.

THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: _____

STATE OF _____

COUNTY OF _____

The foregoing Certification was sworn to before me this ___ day of _____, 20__, by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me [] or has produced _____ as identification [].

(AFFIX NOTARY SEAL)

Print Name: _____

Notary Public, State of Florida

Commission No. _____

My Commission Expires: _____

E-VERIFY FORM

CERTIFICATION OF PARTICIPATION IN THE UNITED STATES CITIZENSHIP AND IMMIGRATION SERVICE BUREAU'S E-VERIFY PROGRAM

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by

[Print individual's name and title]

for

[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder participates in the United States Citizenship and Immigration Services Bureau's E-Verify Program, and does not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

Bidder's E-verify Company ID #: _____

THIS CERTIFICATION IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: _____ Date: ___/___/___

STATE OF _____

COUNTY OF _____

The foregoing Certification was sworn to before me this ___ day of _____, 20___, by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me [] or has produced _____ as identification [].

Signature: _____

Print Name: _____

(AFFIX NOTARY SEAL)

Notary Public, State of _____

TRUTH IN NEGOTIATION CERTIFICATION

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the County requires the Consultant to execute this certificate and include with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All agreement adjustments shall be made within one (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the County, whichever is later.

Firm Name

Representative's Name (print)

Representative's Signature

Date

Remainder of page intentionally left blank

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Proposer represents that the following **principals** are authorized to sign proposals, negotiate and/or sign contracts and related documents to which the proposer will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name _____ Title _____
Telephone Number/Email _____

Signature _____ Date _____

Title

Name of Business

Type of Organization

_____ Sole Proprietorship _____ Partnership _____ Joint Venture* _____ Corporation
_____ Limited Liability Company _____ Non-Profit

State Incorporation Document No. _____

Principal Place of Business (Florida Statute Chapter 607) _____
City/County

THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE PROPOSER'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.

Federal Tax ID #: _____

Joint Venture Firms must complete and submit with their Proposal Response the form titled "Information for Determining Joint Venture Eligibility", and a copy of the formal agreement between all joint venture parties. This joint venture agreement must indicate the parties' respective roles, responsibilities and levels of participation for the project. **If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint venture will not be accepted. Failure to timely submit the required form along with an attached written copy of the joint venture agreement may result in disqualification of your Proposal Response.*



SCHEDULE OF SUBCONTRACTOR(S)
RFP 22-012/LKD Professional Services for Water Quality and Drainage Studies

Sub-consultant Name	Area of Work	Point of Contact or Project Supervisor	Phone Number and Email	Amount or Percentage of Total	W/MBE Yes/No

Include sub-contractors name, area of work (i.e. mechanical, electrical, etc.) and a **valid** phone number and email. Also include the dollar value or percentage that the sub-contractor will be performing. For bidding purposes enter "TBD" (to be determined) for sub-contractor name, if unknown, then complete "Area of Work and Amount or Percentage" sections. Sub-contractor(s) are subject to approval by the County.

SEALED PROPOSAL LABEL


Cut along the outer border and affix this label to your sealed submission envelope/box to identify it as a “Sealed Bid/Proposal”

Deliver to: Highlands County Purchasing Department
600 S. Commerce Ave., 2nd Floor
Sebring, FL 33870

Contact Information: Lori DeLoach, Purchasing Analyst
(863) 402-6500

PLEASE PRINT CLEARLY



SEALED BID/PROPOSAL DOCUMENTS • DO NOT OPEN •	
SOLICITATION No.:	ITB 22-012/LKD
SOLICITATION TITLE:	Professional Services for Water Quality and Drainage Studies
DATE DUE:	Tuesday, August 2, 2022
TIME DUE:	Prior to: 3:30 PM
SUBMITTED BY:	_____
	<small>(Name of Company)</small>
<small>e-mail address</small>	<small>Telephone</small>
DELIVER TO:	Highlands County Board of County Commissioners Attn: Purchasing Department, 2 nd Floor (Lori DeLoach) 600 South Commerce Avenue Sebring, Florida 33870
	Note: submissions received after the time and date above will not be accepted.

***Notice: The Date Due/Submission Deadline Date/Opening Date as stated on this label and other forms contained herein may have been updated via issuance of Addenda. It is the sole responsibility of the Contractor/Vendor to monitor the County webpage for any updates. Contractor/Vendor may strike through and update Date Due/Submission Deadline Date/Opening Date to match any updates to this date that have been published via Addenda.**



STATEMENT OF NO BID

We, the undersigned, have declined to bid

- _____ Specifications too "tight", i.e., geared toward one brand or manufacturer only
- _____ Insufficient time to respond to the Invitation to Bid.
- _____ We do not offer this product or services
- _____ Unable to meet specifications
- _____ Unable to meet Bond requirements
- _____ Specifications unclear (explain how)
- _____ Unable to meet Insurance requirements
- _____ Remove us from your "Bidders List" altogether
- _____ Other (specify below)

Remarks:

Company Name: _____

Signature: _____

Telephone: _____

E-Mail: _____

Date: _____