



**HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
(HCBCC)
GENERAL SERVICES & PURCHASING**

REQUEST FOR PROPOSALS (RFP)

The Board of County Commissioners (BCC), Highlands County, Sebring, Florida, will receive sealed proposals in the County Purchasing Department for the following services:

RFP 09-021 CONSULTANT SERVICES FOR DEVELOPMENT OF A MULTI-SPECIES HABITAT CONSERVATION PLAN (HCP)

Highlands County Board of County Commissioners is seeking Consultant Services of firms or qualified individuals. These services are generally described above.

Determination of vendor qualifications for the above project will be through a selection process and will be based on the vendor's proposal which is to be completed and submitted in accordance with the RFP specifications and Firm's ability to provide: a) conservation measures for ecosystems upon which endangered species and threatened species depend; b) programs for the conservation of such endangered species and threatened species, and c) steps as may be appropriate to achieve the purposes of the treaties and conventions set forth in the Endangered Species Act (ESA). Also the firm must show experience in the review of multi-species Habitat Conservation Plans in scrub habitat and have ability to produce GIS shapefiles concerning scrub, scrub associated species, and existing conservation lands supporting scrub habitat. The contract, if awarded, shall incorporate the RFP specifications and the vendor's proposal.

RFP with criteria, requirements, copy of scope of work as provided in the grant documentation will be provided upon written request by contacting: Director, Gerald (Jed) Secory, CPPO, Highlands County General Services / Purchasing Department 4320 George Boulevard, Sebring, Florida 33875-5803 Phone: 863-402-6523; Fax: 863-402-6735; or by E-Mail: gsecory@hcbcc.org

Proposal submissions must be sealed and marked with the name of the proposer, and the RFP number and title "**CONSULTANT SERVICES FOR DEVELOPMENT OF A MULTI-SPECIES HABITAT CONSERVATION PLAN (HCP)**" so as to identify the enclosed proposal. Each submittal shall include **two (2) originals and five (5) copies** of the proposal. Proposals must be delivered to Highlands County Purchasing Department, 4320 George Blvd., Sebring, FL 33875-5803, so as to reach said office no later than **2:00 P.M., Thursday, December 4, 2008**, at which time they will be opened. Proposals received later than the date and time as specified will be rejected. The Board will not be responsible for the late deliveries of **proposals** that are incorrectly addressed, delivered in person, by mail or any other type of delivery service.

One or more County Commissioners may be in attendance at the proposal opening.

Highlands County Local Preference Policy will apply to the award of this RFP.

The Highlands County Board of County Commissioners (HCBCC / COUNTY) reserves the right to accept or reject any or all proposals or any parts thereof, and the determination of this award, if an award is made, will be based on the ranking of each vendor's proposal. The Board reserves the right to waive irregularities in the proposal.

The Board of County Commissioners of Highlands County, Florida, 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. Highlands County is an equal opportunity employer, a fair housing advocate and a handicap accessible jurisdiction. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act (ADA) or Section 286.26 Florida Statutes should contact Mr. John Minor, ADA Coordinator at: 863-402-6510 (Voice), or via Florida Relay Service 711, or by e-mail: jminor@hcbcc.org. 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.hcbcc.net

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SECTION 1.0 GENERAL TERMS AND CONDITIONS (Rev 09/2006)

- A. All responses shall become the property of the County.
- B. **Florida Statutes** 287.087, on Drug Free Work Place, 287.133(3)(a) on Public Entity Crimes, and Section 287.134, on Discrimination, as a whole and/or as shown below, will be complied with:

287.087, Preference to businesses with drug-free workplace programs:

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

NOTE: PLEASE INCLUDE YOUR "DRUG FREE" STATUS AS PART OF THE GENERAL COMMENTS IN YOUR PROPOSAL OR WHERE INDICATED IN THE PROPOSAL.

287.133, Public entity crime; denial or revocation of the right to transact business with public entities:

(2)(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

(Note: currently, the threshold for category two projects is \$25,000.)

287.134, Discrimination; denial or revocation of the right to transact business with public entities:

(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract or provide goods and services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with a public entity.

- C. Responses are due and must be received in accordance with the instructions given in the announcement page.
- D. The County will not reimburse respondent(s) for any costs associated with the preparation and submittal of any responses.

SECTION 1.0 GENERAL TERMS AND CONDITIONS (Rev 09/2006) cont'd

- E. Respondents, their agents and associates shall refrain from contacting or soliciting any County Official and that contact may be made ONLY with the individual(s) listed in this document for additional information and clarification.
- F. Due care and diligence has been exercised in the preparation of this document and all information contained herein is believed to be substantially correct; however, the responsibility for determining the full extent of the service required rest solely with those making response. Neither the County nor its representative shall be responsible for any error or omission in the responses submitted, nor for the failure on the part of the respondents to determine the full extent of the exposures.
- G. All timely responses meeting the specifications set forth in this document will be considered. However, respondents are cautioned to clearly indicate any deviations from these specifications. The terms and conditions contained herein are those desired by the County and preference will be given to those responses in full or substantially full compliance with them.
- H. Each respondent 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 respondent to have complete knowledge and intent to comply with such laws, rules and regulations shall not relieve any respondent from its obligation to honor its response and to perform completely in accordance with its response.
- I. The County, at its discretion, reserves the right to waive minor informalities or irregularities in any responses, to reject any and all responses in whole or in part, with or without cause, and to accept that response, if any, which in its judgment will be in its best interest.
- J. Awards will be made to the respondents whose submittal is determined to be the most advantageous to the County, taking into consideration those responses in compliance with the requirements as set forth in this document. The Board of County Commissioners reserves the right to reject any and all responses for any reason or make no award whatsoever or request clarification of information from the respondents.
- K. Any interpretation, clarification, correction or change to this document will be made by written addendum issued by the Highlands County Purchasing Department. Any oral or other type of communication concerning this document shall not be binding.
- L. Responses must be signed by an individual of the respondent's organization legally authorized to commit the respondent's organization to the performance of the product(s) and/or service(s) contemplated by this document.
- M. Unless otherwise stated in the specifications, the following Insurance Requirements must be met before delivery of goods and services:
 - 1. Workers' Compensation: Coverage is to apply for all employees for statutory limits in compliance with the law of the State of Florida and federal laws. The policy must include Employer' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.
 - 2. Commercial General Liability: Occurrence Form Required: (Contractor / Vendor) shall maintain commercial general liability (CGL) insurance with a limit of not less than \$500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project 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 contractors, 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.
 - 3. Commercial Automobile Liability Insurance: (Contractor / Vendor) shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident 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.

SECTION 1.0 GENERAL TERMS AND CONDITIONS (Rev 09/2006) cont'd

4. Special Requirements / Evidence of Insurance:

a. A copy of the Contractor's / Vendor's current certificate of insurance MUST be provided with the response to this ITB, RFP, etc. A formal certificate shall be provided upon announcement that a Contractor / Vendor has been awarded the work as called for in this document. 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:

- 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.
- 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.
 - 2.1) In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30-days prior to said expiration date.
 - 2.2) Such notification will be in writing by registered mail, return receipt requested, and addressed to the General Services / Purchasing Director, 4320 George Blvd., Sebring, FL 33875-5803.

b. It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.

c. It should be remembered that these are minimum requirements, which are subject to modification in response to high hazard operations.

N. If the goods or services being proposed are for an annual or a semi-annual contract period then Interlocal Agreements between Highlands County Board of County Commissioners, other State or County agencies, the Cities of Sebring and Avon Park, the Town of Lake Placid, and the Highlands County School Board, allow those entities to purchase goods and services through the County's proposals so long as such purchases will not interfere with the timely delivery of goods and services to the County in strict conformity with all specifications of its proposals. Each governmental entity will issue its own purchase orders for all purchases made and will be responsible for all payments thereof. Highlands County reserves the right to direct the successful proposer to prioritize its delivery of goods and services to the County ahead of delivery to other governmental entities purchasing under the County's proposals.

O. All pages included in or attached by reference to this document shall be called and constitute the proposal as stated on the front page of this document. Vendors who will not be submitting a proposal are requested to notify us and indicate why they are not bidding. Vendors who fail to respond to two or more consecutive announcements may be removed from the County's Vendor bidding list.

SECTION 1.1 SPECIAL TERMS AND CONDITIONS

A. Responding firms must be any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice architecture, engineering, or surveying in the State of Florida.

B. The successful respondents shall be required to submit proof of Florida licenses and/or certifications as required by the County and State.

C. The successful respondents shall be required to enter into a contract that substantially reflects the requirements of this RFP and normal contract terminology. The COUNTY reserves the right to waive/adjust any minor inconsistencies between the RFP, the resulting purchase order, and the finalized contract.

D. The successful respondents shall hold harmless, indemnify, and defend the COUNTY, its commissioners, employees, representatives, and agents, against any claim, action, loss damage, injury, liability, cost and expense of whatsoever kind or nature arising out of or incidental to this work.

SECTION 1.1 SPECIAL TERMS AND CONDITIONS (Rev 09/2006) cont'd

- E. The successful respondents **shall not be allowed to substitute project team members** named in this response without the prior written permission of the COUNTY.
- F. The successful respondents, prior to the signing of a contract and before starting any work on this project, shall be required to submit all certificates of insurance and bonds as required by this RFP.
- G. The respondents shall procure and maintain, and require each joint respondent to procure and maintain, during the life of this proposal, the insurance coverage listed in this RFP. The policies of insurance shall be primary and written on forms acceptable to the COUNTY and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial A.M. Best & Company rating of no less than A: VII.

SECTION 1.2 ADDITIONAL INSURANCE REQUIREMENTS

The consultant(s) providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the COUNTY, until final acceptance by the COUNTY of all products or services by the purchase order or contract, the following type of insurance and as indicated in this RFP. The policy limits required are to be considered minimum amounts.

Professional Liability Insurance Policy in the amount of \$1,000,000 per claim for consultant services.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the consultant(s) under the terms of a contract(s). Sub-Contractor's insurance shall be the responsibility of the consultant.

SECTION 1.3 INDEMNIFICATION:

The COUNTY shall be held harmless against any and all claims for bodily injury, sickness, disease, death or personal injury, or damage to property or loss of use of any property or assets resulting therefrom arising out of, or resulting from, the performance of the products or from the services, for which, the COUNTY is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the consultant, or any subcontractor or any of their agents or employees, or arises from job-related injury.

The consultant(s) agrees to indemnify the COUNTY and pay the cost of the COUNTY'S legal defenses, including fees of attorneys as may be selected by the COUNTY, for all claims described in the hold harmless clause herein. Such payment on behalf of the COUNTY shall be in addition to any and all other legal remedies available to the COUNTY and shall not be considered to be the COUNTY'S exclusive remedy.

It is agreed by the parties hereto that specific consideration will be received by the Awarded Vendor under an agreement and/or contract for this hold harmless / indemnification provision.

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**SPECIFICATIONS FOR:
RFP 09-021 CONSULTANT SERVICES FOR DEVELOPMENT OF A MULTI-SPECIES HABITAT
CONSERVATION PLAN (HCP)**

SECTION 2.0 INTRODUCTION:

The Board of County Commissioners, Highlands County, Florida hereby gives notice that it intends to award a contract for the development of a Multi-species Habitat Conservation Plan (HCP) and invites Requests for Proposals for this project for these services as defined by the laws of the State of Florida. This solicitation is intended to comply with Florida Statute, 287.055, Consultant's Competitive Negotiation Act (CCNA).

Requirement of the Highlands County Scrub Habitat Conservation Plan Contract; FWC Contract No. 08058 will apply to this RFP. This contract is between Florida Fish and Wildlife Conservation Commission and the Highlands County Board of County Commissioners. The U.S. Fish and Wildlife Service issued grant FL E-32-1 (HP) the HCP Planning Assistant Grant entitled "HCP for Scrub Habitats in Highlands County, Florida". This contract can be found at www.hbcc.net

SECTION 2.1 SCOPE OF PROJECT:

Highlands County hereby requests and invites qualified Environmental firms to submit statements of qualifications to participate in a competitive process in which Highlands County will select an Environmental firm to provide consultant services associated with **developing a multi-species Habitat Conservation Plan (HCP) in scrub habitat**. Services shall consist of generating the planning and information needed for further development of an HCP for scrub habitats in Highlands County, Florida, including gathering all relevant spatial information and production of GIS shapefiles concerning scrub, scrub associated species, and existing conservation lands supporting scrub habitat, to inform the HCP process in Highlands County. In addition to meeting this HCP goal, these deliverables will also contribute towards building the portfolio of hard copy maps and GIS shapefiles needed to update the current Highlands County Conservation Overlay Map, and make these spatial products more publicly accessible.

SECTION 2.2 SERVICES TO BE PROVIDED BY THE CONSULTANT:

The Environmental Consultant of Record shall meet with designated County staff who will provide information and make decisions with regard to the project. The Consultant shall collect information from the County and other sources as necessary. The main objective of this project is to begin the necessary planning required for the development of an HCP that would encompass all scrub habitats in Highlands County. The HCP will address activities that may result in incidental take of State and Federally listed species. A countywide scrub HCP will facilitate and streamline incidental take permitting for local, State and Federal governments, while implementing measures that offer protection to State and Federally listed threatened and endangered species.

To the extent feasible, the consultant will compile and use existing digital products, maps, surveys, and other publications. Maps and digital products including shapefiles will be clearly documented with full metadata provided as for all data sources. The consultant is expected to demonstrate broad working knowledge of the range of spatial products and studies that have already been conducted on Florida scrub and scrub associated species for this region. Consultant should have experience working within guidelines established by the Endangered Species Act in the development of an HCP, and experience with and knowledge of the Lake Wales Ridge Scrub Habitat and species. The

SECTION 2.2 SERVICES TO BE PROVIDED BY THE CONSULTANT CONT'D:

consultant should have biological and ecological knowledge and experience to perform services related to listed species and scrub habitats as specified in items #5 and 6 below and avoidance and minimization measures and activities as specified in item #6 below. The consultant will be responsible for additional fieldwork and surveys in a few cases, as necessary, to complete county-wide spatial datasets. These services are generally described below.

1. Establish an HCP Steering Committee to oversee the development and implementation of the HCP;
2. Implement a series of meetings with local municipal governments to inform, assess needs and concerns that are unique to specific areas and garner support for establishment and implementation of a HCP;
3. Implement a series of meetings with potential partners (e.g., Florida Department of Transportation, Federal Emergency Management Agency etc.) to assess needs and concerns and garner support for establishment and implementation of a HCP;
4. Delineate the areas to be covered by the HCP;
5. Refine the list of species to be covered by the HCP;
6. Determine the activities to be covered by the HCP;

Using existing data to the greatest extent possible and compilation of known data on other species, and providing them in ARC/Shake files, develop a conservation overlay tool, showing the best representation of species present and the best spatial configuration for viable populations of species:

- Location of all remaining scrub on conservation land
- Location of all scrub in the County that is off the ridge
- Location of all scrub associated species
- A map of both individual species location and all species location
- Distribution for all species listed in the Grant
- Sand skink surveys
- All existing private, state and federally protected land, including easements, on scrub and that which is proposed for state, federal conservation acquisition/easement,
- Protected areas on scrub that are conservation managed and those proposed to be conservation managed lands
- All federally protected species not scrub associated
- Significant waterways and riparian systems,(Fisheating Creek, Kissimmee River, Arbuckle Creek, Josephine/Jack Creek), aquifer recharge lakes

Identify the avoidance and minimization measures and alternatives for those activities to be covered by the HCP;

7. Provide a detailed outline of subsequent steps to complete the HCP; and
8. Develop a grant application and timeline for the second phase of the HCP development.

SECTION 2.3 PROGRAMMING AND PLANNING:

- a) Review the completed study and meet with Staff to discuss recommendations.
- b) Identify projected Conservation Overlay Map Development Costs and provide estimated Phase I budget.

SECTION 2.4 ENVIRONMENTAL SERVICES AS REQUIRED BY STUDY:

The HCP planning effort will include, but not be limited to the following:

- 1. Select an HCP Steering Committee to oversee the planning, development, and implementation of the HCP.
- 2. Review other large scale, multispecies HCP's to ascertain any pitfalls or necessary actions needed to ensure success of such an effort.
- 3. Review literature sources pertinent to the development of a scrub HCP. This will be; inclusive of, but not limited to the biological literature.
- 4. Meet with County and municipality staffs to facilitate participation in the HCP. These meetings will also provide the information exchange between stakeholders necessary for development of the HCP.
- 5. Meet with partners (e.g., Florida Department of Transportation, Florida Department of Community Affairs, etc.) to facilitate participation in the HCP. These meetings will also provide the information exchange between stakeholders necessary for development of the HCP.
- 6. Provide bi-monthly reports summarizing completed activities to the Highlands County Planning Department and the Grant Coordinator.
- 7. Assure that all elements of the plan comply with the National Environmental Policy Act (NEPA).

SECTION 2.5 HCP DOCUMENTS

Concurrently with the submission of the budget documents, the Consultant shall submit to the County in writing its final estimate of Consultant's anticipated price for completion of the project. Once submitted, the final anticipated price estimate shall not be increased or decreased by the Consultant unless authorized by the County. County initiated changes to the Costs document which contradict the previously approved program and services and which cause work done by the Consultant to be abandoned and/or revised, may require additional services for such changes as determined by customary industry standards.

SECTION 3.0 PROPOSAL DUE DATE:

Proposals are due and must be sealed and delivered to the Highlands County Purchasing Department, 4320 George Blvd., Sebring, FL 33875-5803 as specified in the announcement, page-1.

SECTION 4.0 **TENTATIVE SUBMISSION, REVIEW, AND CONTRACT AWARD SCHEDULE:**

<u>10/26/08</u>	Advertise for Request for Proposals in the Highlands Today, News Sun, Email County's list of Journal Reporting Services, and post to Board's Website
<u>12/04/08</u>	Proposal Submission Deadline, Proposal Opening Date
<u>12/05/08</u>	Review / Ranking Proposals – PSAC and Work Group
<u>if requested</u>	Presentation by Consultant Services firms and final ranking
<u>week of 12/15/08</u>	Negotiations between the work group and awarded firm
<u>12/22/08</u>	Deadline to Administration for (Month) (Day) Board Meeting
<u>1/06/09</u>	Board of County Commissioners Approval of Contract(s)

SECTION 5.0 **PROJECT MANAGEMENT STAFF CONTACT:**

Jim Polatty/ Director, Development Services
501 South Commerce Avenue
Sebring, FL 33870
Tel: 863-402-6650
Fax: 863-402-6651
Email: jpolatty@hcbcc.org

SECTION 6.0 **RFP CONTACT INFORMATION:**

Gerald (Jed) Secory / Director, General Services / Purchasing
Highlands County BCC
4320 George Boulevard
Sebring, FL 33875-5803
Tel: 863-402-6523
Fax: 863-402-6735
Email: gsecory@hcbcc.org

Danielle K. Gilbert, Purchasing Analyst
HCBCB General Services / Purchasing Department
4320 George Boulevard, Sebring, FL 33875-5803
Phone (863) 402-652
Fax (863) 402-6769
Email: dgilbert@hcbcc.org

**SPECIFICATIONS FOR:
RFP 09-021 CONSULTANT SERVICES FOR DEVELOPMENT OF A MULTI-SPECIES HABITAT
CONSERVATION PLAN (HCP)**

SECTION 7.0 RESPONSE FORMAT CRITERIA:

The following criteria are shown and shall include all proposers' sub-consultants information and must be submitted in a tabbed format. For a proposal to be eligible, the format must be strictly followed. During this RFP process, any intentional omissions, alterations, or false representations will be grounds for rejection of any proposal. MBE/WBE/DBE businesses are encouraged to participate. The County strictly enforces open and fair competition in its RFP's. A public entity crimes statement may be requested of any awarded proposers. During the RFP process, questions or requests for additional information concerning this RFP shall be directed to **contacts listed in Section 6.0** and not to selection committee members or elected officials and shall be in written format (email, fax, letter, etc).

To facilitate effective evaluation by the County, proposals are to be a maximum of fifty (50) pages. MBE/WBE/DBE certification(s), index documentation, sectional dividers, and front and back covers will not be counted toward the total. An executive summary, not to exceed three (3) additional pages, may also be included in the proposal. Late Proposals will be returned unopened or will be destroyed if advised by proposer, in writing. Evaluation and selection will occur **in accordance with tentative schedule in Section 4.0** or at a time and place to be determined. At the discretion of the County, proposers may be asked to give short presentations / interviews as part of the selection and ranking process. **The Proposal must answer each heading and any sub-heading and be constructed in the following tabbed format with section sequences of A-B-C; 7.1 Tab A through 7.3 Tab C.**

SECTION 7.1 TAB – A INTRODUCTION

- a) Executive Overview (optional)
- b) Statement of Qualifications
- c) Index

SECTION 7.2 TAB – B EVALUATION CRITERIA

1) PROJECT UNDERSTANDING/PROJECT APPROACH (MAXIMUM 10 POINTS)

- a) Describe understanding of project scope;
- b) Describe project approach;
- c) Describe Quality Assurance and Technical Procedures;
- d) Describe Potential Considerations including need for additional fieldwork and subcontractors.

2) EXPERIENCE AND ABILITY OF CONSULTANT STAFF TRAINING & EXPERIENCE (MAXIMUM 25 POINTS):

- a) Illustrate the proposer's organizational chart as it relates to consultant services categories listed in Section 2 of this RFP, indicating key personnel and their relationship to project categories, especially the Project Manager.
- b) 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, to include management, technical, and support staff.

3) RELEVANT FIRM EXPERIENCE (MAXIMUM 25 POINTS):
Qualifications and Experience of Firm and Sub-consultants/Staffing

- a) Company background.
- b) Related Services and Experience in development of a Multi-species Habitat Conservation Plan **(last ten years)** including development of GIS ARC/shapefiles showing locations of a variety of species, scrub, private, state and federally protected land, including easements, on scrub and that which is proposed to be conservation managed lands, significant waterways and riparian systems.
- c) Describe Office/Staff/Equipment.
- d) Describe office where work will be performed.
- e) Project Description - Description of project(s) completed in the last ten (10) years having similar or greater relative size and complexity as the proposed project.
- f) Include minimum of one paragraph about each member of the project team including role in this proposed work and relevant knowledge and experience they bring to the team.
- g) Include current workload versus capacity of firm and joint venture partners. Include experience working within guidelines established by the Endangered Species Act in the development of a multi-species, wide-area HCP. Include direct, first-hand experience with and level of knowledge of the Lake Wales Ridge Scrub Habitat and species, the development of a reserve system utilizing preservation, land management, and alternative mitigation measures, and the ability to provide groundtruthing as necessary.

4) SCHEDULE (MAXIMUM 5 POINTS)

- a) Describe in-house capabilities of your firm to provide project scheduling, cost control, direct access to existing data and first-hand inventory of information on scrub species and their locations, change order negotiations, project management control systems, or other similar capabilities.

5) REFERENCES (MAXIMUM 10 POINTS)

- a) The Consultant must provide five (5) references from clients of similar projects completed in the last ten (10) years. Scope and cost of project shall be indicated.

6) CLASSIFICATION (MAXIMUM 5 POINTS):

- a) CERTIFIED MINORITY / WOMEN OWNED BUSINESS CERTIFICATION MAY BE BY STATE, FEDERAL, COUNTY OR LOCAL GOVERNMENT. THE FEDERAL DEFINITION OF MBE / WBE MUST BE MET. CONSIDERATION OF MINORITY, WOMEN OR DISADVANTAGED BUSINESS ENTERPRISES IN COMPLIANCE WITH 24-CFR. In order to receive points for this classification, a copy of their classifications certificate must be included in the proposal.

7) LOCATION (MAXIMUM 5 POINTS):

- a) State the proposing firm's location and accessibility during the project.

8) VOLUME OF PAST 5-YEARS OF CONTRACTS WITH GOVERNMENT AGENCIES (MAXIMUM 5 POINTS):

- a) Single line of information per contract.

9) FINANCIAL CAPABILITY (MAXIMUM 5 POINTS):

- a) Financial Capability - A statement indicating financial capability of the firm. Audited financial statement, if available or financial report which includes balance sheet and income statement covering the two most recent fiscal years.

Note: If this is considered confidential, it must be sealed and indicated as such.

10) CURRENT AND PROJECTED WORKLOAD (MAXIMUM 5 POINTS):

SECTION 7.3 TAB – C

OTHER INFORMATION AT THE PROPOSER’S DISCRETION:

SECTION 7.4 PRESENTATION (MAXIMUM 100 POINTS):

- a) The Highlands County Board of County Commissioners may require high ranking proposers to participate in presentations and to submit technical or other additional information to its proposal as may result from the presentations.

SECTION 8.0 SELECTION PROCESS AND CRITERIA:

After receipt and review of the proposals and at the discretion of the County and staff committee, proposers may be asked to give short presentations/ interviews as part of the selection and ranking process. Proposals shall be reviewed by the staff work group and ranked based upon the RFP Evaluation Criteria. Each work group member shall perform their own independent ranking based upon the criteria herein and the highest ranked firms shall be determined by their total score of all work group members. Negotiations for a contract shall follow the order of ranking from highest to lowest total score. The selection process shall be open to the public and records shall be maintained in accordance with Florida records retention requirements.

SECTION 9.0 CONTRACT NEGOTIATIONS AND EXECUTION:

The appointed staff work group will review, qualify and rank all submitted proposals for this RFP. Public presentations may be requested of the firms with the selection work group ranked in order of their qualifications. Selection of the firms and negotiations of the continuing services contracts for consultant services shall follow those procedures adopted by the Highlands County Board of County Commissioners and Section 287.055, Florida Statutes. The COUNTY may require selected proposer to submit technical or other additional information to its proposal as may result from negotiations.

Negotiation of contract for services shall follow the initial selection process with the top ranked firm. Should a satisfactory contract not be achievable with top ranked proposer, then the next ranked proposer shall be contacted and negotiations shall begin with each highest ranked firm and so on.

Procurement and contracting of all Consultant Services shall conform to all Board, State and Federal regulations including 24 CFR, Part 85, and the Florida CCNA.

After negotiations, the recommended firm and contract will be submitted for review to the County Administrator and Board Attorney prior to submittal to the Board. Reviewed contract will be placed on a Board of County Commissioners' Agenda for their approval and execution.

--END OF PAGE--

**SPECIFICATIONS FOR:
RFP 09-021 CONSULTANT SERVICES FOR DEVELOPMENT OF A MULTI-SPECIES HABITAT
CONSERVATION PLAN (HCP)**

SECTION 10.0 SAMPLE EVALUATION SCORE SHEET:

CRITERIA FOR EVALUATION	Does not meet	Partially Meets Meets		Partially Exceeds		Fully Exceeded	WT	SUB-TOTAL
	0	1	2	3	4	5		
1) PROJECT UNDERSTANDING/PROJECT APPROACH							2	/10
2) EXPERIENCE & ABILITY OF CONSULTANT STAFF TRAINING & EXPERIENCE							5	/25
3) RELEVANT FIRM EXPERIENCE							5	/25
4) SCHEDULE							1	/5
5) REFERENCES							2	/10
6) CLASSIFICATION: CERTIFIED MINORITY / WOMEN OWNED BUSINESS CERTIFICATION MAY BE BY STATE, FEDERAL, COUNTY OR LOCAL GOVERNMENT. THE FEDERAL DEFINITION OF MBE / WBE MUST BE MET. CONSIDERATION OF MINORITY, WOMEN OR DISADVANTAGED BUSINESS ENTERPRISES IN COMPLIANCE WITH 24-CFR.	N O 0					Y E S 5	1	/5
7) LOCATION							1	/5
8) VOLUME OF PAST 5-YEARS OF CONTRACTS WITH GOVERNMENT AGENCIES							1	/5
9) FINANCIAL CAPABILITY							1	/5
10) CURRENT AND PROJECTED WORKLOAD							1	/5
SUB-TOTAL								/100
11) PRESENTATION								/100
TOTAL								/200

VENDOR NAME _____

RFP NO. 08-0

SCORED BY _____

SIGNATURE _____

DATE _____

**SPECIFICATIONS FOR:
RFP 09-021 CONSULTANT SERVICES FOR DEVELOPMENT OF A MULTI-SPECIES HABITAT
CONSERVATION PLAN (HCP)**

SECTION 11.0 COUNTY SHALL:

- (1) Make available to proposers any data available in the County's files pertaining to the scope of work to be performed under this proposal.
- (2) Upon contract award, pay fees and other compensation computed in accordance with a fee schedule to be incorporated in final contract.
- (3) Decide and dispose of all claims, questions and disputes arising under this proposal's contract, through the County Administrator, Project Manager(s), and/or General Services / Purchasing Director.
- (4) Reserve the right to audit the records of the awarded proposer during normal business hours, 8a.m.to 5 p.m., 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 this RFP's contract solely at the cost of reproduction.

SECTION 12.0 AWARDED PROPOSER SHALL:

- (1) Perform all consultant services identified in the RFP's scope of work to current consultant standards of the applicable discipline.
- (2) Maintain an adequate staff of qualified personnel.
- (3) Ensure that all work meets all current federal, state and local laws or ordinances applicable to the work.
- (4) Cooperate fully with the County in the scheduling and coordination of all phases of the work.
- (5) Cooperate and coordinate with other Public Entities and/or County consultants, as directed by the County.
- (6) 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 or its authorized agent at any time.
- (7) Perform any additional work required for a particular change order as deemed necessary.
- (8) Have approval from the County in writing prior to commencement of any change order.
- (9) Agree that all reports, specifications, ordinances, maps and other work products developed by the consultant shall become the property of the County without restrictions or limitations and shall be made available at any time upon request to the County or Sheriff's Office.
- (10) Not subcontract, assign, or transfer any work under this agreement without the written approval of the County.

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SPECIFICATIONS FOR:

RFP 09-021 CONSULTANT SERVICES FOR DEVELOPMENT OF A MULTI-SPECIES HABITAT CONSERVATION PLAN (HCP)

SECTION 13.0 INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER FEDERALLY FUNDED TRANSACTIONS

1. By signing and submitting this form, the certifying party is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the certifying party knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Florida Fish and Wildlife Conservation Commission (FWC) or agencies with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The certifying party shall provide immediate written notice to the person to which this contract is submitted if at any time the certifying party learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this contract is submitted for assistance in obtaining a copy of those regulations.
5. The certifying party agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier contract, or other covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the FWC or agency with which this transaction originated.
6. The certifying party further agrees by executing this contract that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all contracts or lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone No. (202) 501-4740 or (202) 501-4873.)
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the FWC or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**SPECIFICATIONS FOR:
RFP 09-021 CONSULTANT SERVICES FOR DEVELOPMENT OF A MULTI-SPECIES HABITAT
CONSERVATION PLAN (HCP)**

**SECTION 13.1 CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS**

Required for all contractors and subcontractors on procurement (vendor) contracts of \$100,000 or more, and for all contracts and grants with sub-recipients regardless of amount, when funded by a federal grant.

1. The undersigned hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. The undersigned also certifies that it and its principals:
 - (a) Have not within a three-year period preceding this response been convicted of or had a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - (b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a) of this Certification; and
 - (c) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.
3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this _____ day of _____, 20____.

By: _____
Authorized Signature/Contractor / Sub-Recipient Contractor/ Sub-Recipient Organization Name

Street Address Building, Suite Number

City/State/Zip Code Area Code/Telephone Number

Email

DEBARMENT AND SUSPENSION. In accordance with Executive Order 12549, Debarment and Suspension, the CONTRACTOR shall agree and certify that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the CONTRACTOR shall not knowingly enter into any lower tier Contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing to the COMMISSION by the federal agency issuing the grant award. Upon execution of this Contract by the CONTRACTOR, the CONTRACTOR shall complete, sign and return a copy of the form entitled "Certification Regarding Debarments, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Federally Funded Transactions", attached hereto and made a part hereof as Attachment E. **As required by paragraphs 1 and 2 above, the CONTRACTOR shall include the language of this section, in all subcontracts or lower tier Contracts executed to support the CONTRACTOR's work under this Contract.**