



RFP NO. MPO-2018-001

REQUEST FOR PROPOSALS FOR  
FINANCIAL ACCOUNTING SERVICES  
FOR THE  
LEE COUNTY METROPOLITAN PLANNING ORGANIZATION

Prepared by:

Lee County Metropolitan Planning Organization

Available date:

March 26, 2018

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DATE: 03/26/2018

TO: Prospective Proposers

FROM: Lee County Metropolitan Planning Organization, Calandra Barraco (Designee)

RE: RFP NO. MPO 2018-001 – “Financial Accounting Services”

Dear Prospective Proposer:

The Lee County Metropolitan Planning Organization (MPO) is seeking qualified Certified Public Accountants or Certified Public Accounting Firms to provide general accounting services to the MPO on a contract basis for a three year period, beginning upon the approval of the MPO’s Executive Committee. Please refer to the Legal Notice contained in the enclosed Proposal Package for the time and the due date for the proposal submission. All Proposals must be forwarded to the Lee County MPO, through its Designee, Calandra Barraco, for hand delivery at 815 Nicholas Parkway East, Cape Coral, FL 33990 or by postal service mailing address at P. O. Box 150045, Cape Coral, FL 33915-0045.

The “Scope of Services” is attached.

If you have any immediate questions regarding the Request for Proposal, you may contact Don Scott, MPO Director, at 239-330-2241 or [dscott@leempo.com](mailto:dscott@leempo.com) . Minor procedural queries may be directed to me at 239-330-2243 or [cbarraco@leempo.com](mailto:cbarraco@leempo.com) .

We look forward to your participation in this process.

Sincerely,

Calandra Barraco  
MPO Designee,  
Lee County Metropolitan Planning Organization

Cc: Don Scott, Lee County MPO

## **LEGAL NOTICE**

SEALED PROPOSALS TO PROVIDE FINANCIAL ACCOUNTING SERVICES TO THE LEE COUNTY METROPOLITAN PLANNING ORGANIZATION (MPO) WILL BE RECEIVED BY THE MPO, VIA HAND DELIVERY AT 815 NICHOLAS PARKWAY EAST, CAPE CORAL, FL 33990, **UNTIL 3:00 P.M. (LOCAL TIME), APRIL 26, 2018.** THE LEE COUNTY MPO RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS.

### **RFP NO. MPO-2018-001**

**INVITATION TO PROPOSE:** THE MPO HEREBY SOLICITS OFFERS FOR FIXED TERM FINANCIAL ACCOUNTING SERVICES TO THE MPO.

**REQUESTS FOR RFP INFORMATION AND INSTRUCTIONS:** ALL REQUESTS FOR INFORMATION AND INSTRUCTIONS FOR SUBMITTING A PROPOSAL MUST BE DIRECTED TO CALANDRA BARRACO, LEE COUNTY MPO DESIGNEE. MATERIALS WILL BE SENT BY REGULAR MAIL TO THE REQUESTOR WITHIN TWO BUSINESS DAYS. MATERIALS WILL BE SENT BY FEDERAL EXPRESS OR CERTIFIED MAIL IF REQUESTED, AT THE EXPENSE OF THE REQUESTOR.

**HOW TO APPLY:** REQUESTS FOR PROPOSALS (RFP) MAY BE OBTAINED BY CONTACTING CALANDRA BARRACO, LEE COUNTY MPO DESIGNEE, P. O. BOX 150045, CAPE CORAL, FL 33915-0045; TELEPHONE NUMBER (239) 330-2243; [CBARRACO@LEEMPO.COM](mailto:CBARRACO@LEEMPO.COM)

This public notice was posted in the Lobby of the Lee County MPO, 815 Nicholas Parkway East, Cape Coral, FL, Lee County on March 26, 2018. The Lee County MPO does not discriminate based on age, race, color, sex, religion, national origin, disability, or marital status.

### **REQUEST FOR PROPOSAL**

The Lee County Metropolitan Planning Organization (MPO) issues this Request for Proposal (RFP) from qualified Certified Public Accountants or Certified Public Accounting Firms to provide financial accounting services to the MPO. The MPO is interested in demonstrated broad experience and expertise in accounting and related procedures. The duration of the contract shall be for a three-year period, beginning upon the approval of the MPO's Executive Committee. Information concerning this RFP, including the proposed scope of services is attached or can be viewed at [www.leempo.com](http://www.leempo.com).

## **Exhibit A**

### REQUEST FOR PROPOSALS FOR FINANCIAL ACCOUNTING SERVICES Lee County Metropolitan Planning Organization

#### **I.**

##### **A. Purpose**

This Request for Proposal (RFP) is to contract for financial accounting services from licensed Certified Public Accountants (*herein referred to as Contractors*) for the Lee County MPO on an ongoing basis.

##### **B. Who May Respond**

Only licensed Certified Public Accounting Firms or Certified Public Accountants may respond to this RFP.

##### **C. Instructions on Proposal Submission**

1. Closing Submission Date: Proposals must be submitted no later than 3:00 p.m. on April 26, 2018.
2. Inquiries: Inquiries concerning this RFP should be directed to Donald Scott at (239) 330-2241 or email request at [dscott@leempo.com](mailto:dscott@leempo.com) . The deadline for inquires is April 13, 2018.
3. Conditions of Proposal: All costs incurred in the preparation of a proposal responding to this RFP will be the responsibility of the Contractor and will not be reimbursed by the Lee County MPO.
4. Instructions to Prospective Contractors: Failure to do so may result in premature disclosure of your proposal. It is the responsibility of the Contractor to insure that the proposal is received by the Lee County MPO by the date and time specified above. Late proposals will not be considered.
5. Right to Reject: The Lee MPO reserves the right to reject any and all proposals received in response to the RFP. A contract for the accepted proposal will be based upon the factors described in this RFP.
6. Small and/or Minority-Owned Businesses: Efforts will be made by the Lee MPO to utilize small businesses and minority-owned businesses.
7. Notification of Award: It is expected that a decision selecting the successful Accounting Firm/CPA will be made by the MPO Executive Committee at the next scheduled meeting following the submittal date. Upon conclusion of final negotiations with the successful accounting firm, all Contractors submitting proposals in response to this Request for Proposal will be informed of the selected firm and ranking of the firms

on the MPO's website. It is expected that the contract shall be for a three year period of time.

#### ***D. Background of the Lee County MPO***

The Lee County MPO is an independent entity formed by Interlocal agreement made up of the following local jurisdictions: Lee County, City of Fort Myers, City of Bonita Springs, City of Sanibel, City of Cape Coral, Village of Estero and Town of Fort Myers Beach. The Lee County MPO is responsible for transportation planning for the area promoting a comprehensive intermodal surface transportation system that provides regional mobility, supports economic development and fosters a sustainable community. The MPO responsibilities include the development of plans, policies and priorities that guide decisions on regional transportation issues. The MPO is required to develop a 20 year Long Range Transportation Plan (LRTP), a five year Transportation Improvement Program (TIP), federal and state project priorities and related transportation planning studies and projects. The MPO is governed by an eighteen member board of elected officials representing the municipal governments and the Lee County Board of County Commissioners.

The Lee County MPO was originally formed back in 1977 but was attached to other organizations under staff services agreements until 2012. The MPO became fully independent on February 1, 2012 and now provides or contracts for all of the services necessary to conduct its operations. The MPO is authorized pursuant to Florida Statutes, section 339.175. The MPO has four full time employees with an annual budget of \$1.4 million per year (changes depending on successful grant opportunities). The MPO is primarily responsible for transportation planning but is currently conducting a design build project that is designing and building sidewalks, pathways and bicycle facilities along several corridors in Lee County. The MPO receives funding from the Federal Highway Administration, the Florida Department of Transportation, the Federal Transit Administration and the local governments. The MPO Board adopts a Unified Planning Work Program (UPWP) that serves as the budget, and we operate on a reimbursement basis. The current budgeted amount for accounting services in the UPWP is \$15,000. The MPO's fiscal year is from July 1<sup>st</sup> through June 30<sup>th</sup>.

## **II.**

### **A. Services to be Performed**

The MPO is seeking accounting and payroll services in accordance with GAAP as applied to governmental units. The MPO is seeking a firm to provide the following services:

#### **Tasks**

- Maintain Quick Books Accounting Software in Coordination with the MPO
- Process payroll and all associated reporting requirements
- Process FRS payments and reporting requirements
- Review invoices and process checks for payment
- Record deposits and track funding source
- Review reimbursement invoices put together by MPO staff on a monthly basis for submittal to FDOT and USDOT
- Preparation for and participation in quarterly reviews with FDOT on the Planning funds invoice reimbursements
- Ensure that bank reconciliations are completed on a monthly and year end basis
- Provide year end trial balance
- Maintain accounts payable and accounts receivable ledgers, reconciling monthly to the general ledger
- Complete journal entries for all accruals including those related to payroll, prepaid expenses, leases, etc.
- Process yearly 1099 forms and file 1096 with the IRS
- Process fixed assets and document monthly depreciation
- Periodic review of the contract expenditures within the state financial database to determine consistency with the MPO's budget reports and UPWP balances
- Coordinate the provision of information to external auditors for the annual audit and participation in responding to audit questions
- Provide financial reporting data to our grantees, bank and MPO Executive Committee/Board on a periodic basis
- Maintain an orderly accounting filing system
- Follow the system of controls over accounting transactions currently in place and make recommendations regarding new policies and procedures, as necessary
- Comply with local, state, and federal government reporting requirements

### **B. Organization, Size, and Structure**

The Contractor should describe its organization, size and structure. The Contractor should include a copy of the most recent Peer Review, if the Contractor has had a Peer Review.

### **C. Staff Qualifications**

The Contractor should describe the qualifications of staff to be assigned to complete the services. The descriptions should include:

1. Overall supervision to be exercised
2. Prior experience of the individual accountant(s) working with organizations like the Lee County MPO. Information should include education, position in firm, years and types of experience, continuing professional education, licensed as a CPA in Florida etc.

### **D. Understanding of Work to be Performed**

The Contractor should describe its understanding of work to be performed, including procedures, estimated hours per month, staff hourly rates and other pertinent information.

### **E. Certifications**

The Contractor must sign and include as an attachment to its proposal the certifications included within this RFP.

### **F. Contract and Grant Requirements**

The Offeror will be required to familiarize themselves with the MPO agreements, contracts and grant requirements. Such agreements, contracts and grants include but are not limited to:

- FTA 5305 funding
- USDOT TIGER Grant Funding
- Federal Planning Funding Agreement
- State Transportation Disadvantaged funding
- FDOT Local Agency Program Agreements



### **III.**

#### **A. Proposal Evaluation**

##### **a. Submission of Proposals**

The proposal shall be deemed an offer to provide services to the MPO. In submitting a proposal, the proposer declares that he understands and agrees to abide by all specifications, provisions, terms and conditions of same. The proposer agrees that if the contract is awarded to him, he will perform the work in accordance with the provisions, terms and conditions of the contract.

The proposer shall submit the original properly signed in blue ink and clearly marked “**Original**”, and nine (9) copies of the proposal to the MPO Designee in a sealed envelope on which shall be shown the proposal due date of April 26, 2018 and the name of the proposal (*Financial Accounting Services*), and number assigned to the proposal (*RFP NO. MPO 2018-001*).

The proposal format shall be 20 single sided, letter-sized pages, exclusive of resumes, staffing charts and required forms. Font size will be restricted to Ariel, 10 pitch or larger. The length of the resumes should also be limited to a maximum of two pages per person. By submitting a proposal, the proposer declares that he/she understands and agrees that this proposal, and the specifications, provisions, terms and conditions of same, shall become a valid contract between the MPO and the undersigned upon notice of award of contract in writing and /or issuance of a purchase order by the MPO.

By submitting a proposal, the proposer declares that he understands and agrees that this proposal, and the specifications, provisions, terms and conditions of same, shall become a valid contract between the MPO and the undersigned upon notice of award of contract in writing.

##### **b. Nonresponsive Proposals**

Proposals may be judged nonresponsive and removed from further consideration if any of the following occur:

1. The proposal is not received in a timely manner in accordance with the terms of this RFP
2. The proposal does not follow the specified format
3. The proposal does not include the signed Certifications and Assurances

##### **c. Evaluation**

Evaluation of each proposal will be scored on the following five factors:

1. Prior experience providing accounting services for like agencies: 0-25

2. Understanding of the Services to be provided and approach: 0-30
3. Qualifications of staff to be assigned to the financial services to be performed: 0-20
4. Time Requirements, Staff Availability and Fees: 15
5. References: 10

Maximum Points: 100

#### IV.

### **GENERAL CONDITIONS AND INSTRUCTIONS TO PROPOSERS**

**PRINCIPAL/COLLUSION:** By submission of this Proposal, the undersigned, as proposer, does declare that the only person or persons interested in this Proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any person, company or parties making a Proposal, and that it is in all respects fair and in good faith without collusion or fraud.

**PROPOSAL WITHDRAWAL:** No Proposal can be withdrawn after it is filed unless the proposer makes his/her request in writing to the MPO Designee **prior** to the time set for the opening of Proposals, or unless the MPO fails to accept it within thirty (30) days after the date fixed for opening.

**PROPOSER'S CERTIFICATION:** Submission of a signed Proposal is proposer's certification that the proposer will accept any awards made to him as a result of said submission of the terms contained therein.

**EXCEPTIONS TO INSTRUCTIONS OR CONDITIONS:** Proposers taking exception to any part or section of these instructions or conditions shall indicate such exceptions on their Proposal. Failure to indicate any exceptions shall be interpreted as the proposer's intent to fully comply with the specifications as written.

**LAWS AND REGULATIONS:** It shall be understood and agreed that any and all services, materials and equipment shall comply fully with all Local, State and Federal laws and regulations.

**RELATION OF THE MPO:** It is the intent of the parties hereto that the successful proposer shall be legally considered as an independent contractor, and that neither he nor his employees shall, under any circumstances, be considered servants or agents of the Lee County MPO and the MPO shall be at no time legally responsible for any negligence on the part of said successful proposer, his servants or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

**TERMS:** All terms, conditions, and provisions of the contract must be strictly observed in addition to the general conditions herein described.

**INVOICES:** Payments will be made for articles furnished, delivered, and accepted, upon receipt and approval of invoices submitted on the date of services or within a reasonable time thereafter. The number of the Purchase Order by which authority services have been made, shall appear on all invoices. Invoices shall be submitted in duplicate and with an attached progress report detailed by task.

**EXPENSES INCURRED IN PREPARING PROPOSAL:** The MPO does not accept responsibility for any expenses incurred in the Proposal, preparation, or presentation; such expenses to be borne exclusively by the proposer.

**DEFAULT:** Failure or refusal of a proposer to execute a contract upon award, or withdrawal of a Proposal before such award is made, shall be grounds for removal of the firm's name from the MPO's vendor file.

**TERM CONTRACTS:** If funds are not appropriated for continuance of a term contract to completion, cancellation will be accepted by this successful proposer on thirty (30) days prior written notice.

**TERMINATION:** Should the contractor be found to have failed to perform his services in a manner satisfactory to the MPO as per Specification, the MPO may terminate this Agreement immediately for cause; further the MPO may terminate this Agreement for convenience with a thirty (30) day written notice. The MPO shall be sole judge of non-performance.

**LIABILITY:** Successful proposer will not be held responsible for failure to complete the contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, acts of God and similar occurrences making performance impossible or illegal.

**QUALIFICATION OF PROPOSERS:** Before the award of any contract, each proposer may be required to show (to the complete satisfaction of the MPO Executive Director, or his designee), that he/she has the necessary facilities, ability, and financial resources, to furnish the service as specified herein in a satisfactory manner, and he/she may also be required to show past history and references which will enable the MPO Executive Director, or his designee, to satisfy themselves as to the qualifications. Failure to qualify according to the foregoing requirements will justify the MPO in rejection of a Proposal.

**ASSIGNMENT:** The successful proposer(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the MPO.

**AWARD CHALLENGE:** All costs accruing from a Proposal or an award challenged as to quality, etc. (tests, etc.) shall be assumed by the challenger.

**LOBBYING:** All firms are hereby placed on **NOTICE** that the MPO does not wish to be lobbied, either individually or collectively, about a project for which a firm has submitted a Proposal. Firms and their agents are not to contact members of the MPO for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from Proposal closing to final MPO approval**, no firm or its agent shall contact any employee of the MPO in reference to this Proposal, with the exception of the designee(s). Failure

to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

**PROPOSAL FORM:** Each proposer must submit the Proposers Qualification Form included in this Request for Proposal.

**SINGLE PROPOSAL:** Only **one** proposal from a legal entity will be considered. If it is found that a proposer is interested in more than one proposal, the proposal in which such a proposer is interested will be rejected.

**SIGNATURE OF PROPOSER:** The proposer must sign the proposal in the spaces provided for signatures. If the proposer is an individual, the words "Sole Owner" shall appear after his signature. If the proposer is a partnership, the word "Partner" shall appear after the signature of one of the partners. If the proposer is a corporation, the signature required is the Officer, Officers or Individual duly authorized by its by-laws or the Board of Directors to bind the corporation with official corporate seal affixed thereto.

**INTERPRETATION OF PROPOSAL DOCUMENTS AND INVESTIGATION OF PROJECT:** Each proposer shall thoroughly examine the Proposal Documents, and judge for himself all matters relating to the location and the character of the services he agrees to perform. If the proposer should be of the opinion that the meaning of any part of the Proposal Document is doubtful, obscure or contains errors or omissions, he should report such opinion or opinions to the MPO Designee.

Neither the MPO Executive Director nor the staff shall be responsible for oral interpretation given either by himself or members of his staff. The issuance of a written addendum shall be the only official method whereby such interpretation will be given.

**REJECTION OR ACCEPTANCE OF PROPOSALS:** The right is reserved by the MPO to waive any irregularities in any proposal, to reject any or all proposals, to re-solicit for proposals, if desired, and upon recommendation and justification by the MPO to accept the proposal(s) which in the judgment of the MPO is/are deemed the most advantageous for the public.

Any proposal which is incomplete, conditional, obscure or which contains irregularities of any kind, may be cause for rejection of the proposal. In the event of default of the successful proposer, or his refusal to enter into contract with the MPO, the MPO reserves the right to accept the proposal of any other proposer or to re-advertise using the same or revised documentation, at its sole discretion.

**PROTEST PROCEDURES:** Any actual or prospective respondent to a Request for Proposal who is aggrieved with respect to the former, shall file a written protest with the MPO Designee prior to the opening of the Bid or the due date for acceptance of Proposals. All such protests must be filed with the MPO Designee no later than 11:00 a.m. local time on the advertised date of the acceptance date for the Request for Proposals.

Award of contract will be made by the MPO Executive Committee in public session. Award recommendations will be posted in the lobby of the MPO and on the website. Any actual or prospective respondent who desires formally to protest the recommended contract award must file a notice of intent to protest with the MPO Designee within two (2) calendar days (excluding weekends) of the date that the recommended award is posted. Upon filing of said notice, the protesting party will have five (5) days to file a formal protest and will be given instructions as to the form and content requirements of the formal protest.

**PUBLIC ENTITY CRIME:** A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, or subcontractor 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.

**REQUESTS FOR ALTERNATIVE FORMAT:** The Request for Proposal is available in alternative formats upon request. It can be provided on CD in MS Word for Windows or via email. Contact Calandra Barraco, MPO Designee, at (239) 330-2243 for details.

**REQUESTS FOR CLARIFICATION:** Written questions must be received no later than ten (10) working days prior to proposal acceptance date. Should any questions or responses require revisions to the Request for Proposal as originally published, such revisions will be by formal amendment only. Other than minor procedural matters, questions regarding this proposal must be in writing and submitted to:

Mr. Don Scott, Executive Director  
Lee County MPO  
P.O. Box 150045  
Cape Coral, Florida 33915  
(239) 330-2241  
Fax (239) 790 2695

**GENERAL INFORMATION:** Competitive sealed proposals differ from competitive sealed bidding in several areas:

- a.) The criteria for evaluation of proposals are given under the paragraph titled Evaluation Criteria. Only these criteria will be used to determine the best response.
- b.) Awards shall be made to the Proposer whose qualifications and responses are determined to be in the best interest of the Lee County MPO.

## V.

### **EVALUATION AND SELECTION PROCEDURE**

The Lee County MPO procedure for selecting Consultants through the RFP process is as follows:

1. The Selection Committee is formed (the MPO's Executive Committee).
2. Request for Proposals issued.
3. Receipt of Proposals.
4. Subsequent to the closing of proposals, the MPO staff shall review the proposals received and verify whether each proposal appears to be minimally responsive to the requirements of the published RFP.
5. Prior to the first meeting of the selection committee, the MPO Designee will post a notice announcing the date, time, and place of the first committee meeting. Said notice shall be posted in the lobby of the Lee County MPO offices no less than three (3) working days prior to the meeting. The MPO Designee shall also post prior notice of all subsequent committee meetings and shall endeavor to post such notices at least one (1) day in advance of all subsequent meetings.
6. The selection committee shall review each Proposal individually and score each proposal based on the evaluation criteria in Section 5.
7. The MPO Designee will compile individual rankings for each proposal to determine committee recommendations. The committee may at their discretion, schedule presentations or interviews from the top ranked firm(s). Once the final ranking has been compiled, the Selection Committee will choose the short listed firms based on consensus and not necessarily by the final ranking order of the firms. The final recommendation will be decided based on review of scores and rankings, discussion, and consensus of the committee.
8. Subsequent to a consensus decision, a contract shall be negotiated with the top ranked firm. Award of the contract is dependent upon successful and full execution of a mutually agreed contract.
9. Upon the successful completion of the negotiations, a contract will be presented to the MPO Executive Committee for approval.

### **EVALUATION CRITERIA**

Each member of the Selection Committee will base their evaluation on the same criteria so that value uniformity can be established.

The following guidelines are provided to give an outline for submittals as well as the scoring criteria that will be used for evaluation:

1. **Firm Experience (Maximum 25 Points)** - Proposer shall include a description of their experience providing accounting services for agencies like the MPO. This information should include business history, number of years in operation, number of employees, when the firm was established, principals of firm and any other related information that indicates the firm's

experience providing services consistent with the listed tasks to be performed.

2. **Understanding of the Services to be Provided and Approach (Maximum 30 Points)** – The proposer should provide information that shows the firms understanding of the tasks that will be provided and products to be produced for the MPO along with the firm’s approach to achieving the scope of the work required.
3. **Qualifications of Staff to be assigned to the Financial Services to be Performed (Maximum 20 Points)** – The proposer should provide information on the ability of the individuals on the proposed firm to perform the services requested. This should include a narrative describing the role of and introducing each key individual in your firm’s organization who will provide the services. An organizational chart should be included that shows the functional relationships between the proposer and the MPO. This should show the lines of communication, authority and assigned responsibility. For each individual shown on the organization chart, identify their company affiliation, office location and provide a resume.

Identify any working relationships that may exist between the proposed client manager and other key personnel including sub-Consultants (if applicable). Cite previous client relationships on which the proposed team members have worked together and their respective roles.

4. **Time Requirements, Staff Availability and Fees (Maximum 15 Points):** The proposer should provide an estimate of the monthly time commitment and availability of staff for performing the services included under IIA, the hourly rate for each of the firm members that will work on the contract, estimated direct charges and a projects yearly fee estimate based on the listed items. This section should include a more detailed description on the proposer's approach to schedule, coordination activities and available labor resources. Information from previous projects may be submitted that pertain to the work that will be performed.
5. **References (10 points):** Furnish at least three (3) project references with contact names, titles, telephone numbers, email and mailing addresses.

**Total Maximum Available Points: 100**

#### ADDITIONAL SUBMITTALS

1. Provide the Insurance Requirements Certification
2. Proposer’s Qualification Form
3. Proposer Checklist



4. Proposer Declaration Statement
5. Conflict of Interest Statement
6. Project Proposal Transmittal Letter

The proposer may provide information in addition to the information requested. However, the additional information shall be placed at the end of the proposer's submittal in a section separated from the remainder of the proposal. For additional detail, exhibits may be referenced when completing the Proposers Qualification Form.

## **CONTRACTUAL CONDITIONS**

The MPO has developed a standard professional service agreement for all consultant projects. All respondents to the RFP will be required, if selected to perform the work, to execute a service agreement within twenty one (21) days of Notice of Selection Award.

## **PROPOSER'S QUALIFICATIONS**

All proposers must be primarily engaged in providing the services as outlined in services to be performed and be a licensed Certified Public Accountant in the State of Florida.

All proposers must have a demonstrated comprehensive understanding in areas listed in this proposal. Understanding and previous experience are a very essential criteria in the qualifying process.

The MPO reserves the right to check all references furnished and consider the responses received in evaluating the proposals.

The proposer's personnel and management to be utilized in this service requirement shall be knowledgeable in their areas of expertise. The MPO reserves the right to perform investigations as may be deemed necessary to insure that competent persons will be utilized in the performance of the contract.

## **REQUIRED SUBMITTALS**

Qualified firms interested in providing the services described are invited to submit a complete Proposal for consideration. The proposal shall address the items listed below. Failure to provide all requested items might be a sufficient cause for non-acceptance of the Proposal.

## **PROPOSAL CONTENTS**

The proposer may provide information in addition to the information requested; however, the additional information shall be placed at the end of the proposer's submittal in a

section separated from the remainder of the proposal. For additional detail, exhibits may be referenced when completing the Proposers Qualification Form.

- 1.) Proposer shall include a description of the proposer's business history and number of years in operation. Proposer shall include number of employees, when the firm was established, principals of firm, and any other related information.
- 2.) Provide a narrative describing the role of and introducing each key individual in your firm's organization. Provide an organization chart showing functional relationships between the proposer, sub-consultants and the MPO. Show the lines of communication, authority and assigned responsibility. For each individual shown on the organization chart, identify their company affiliation and office location, and provide a resume.
- 3.) Provide a statement of litigation that the firm or staff of the firm is currently involved in, or has been involved in over the past five (5) years, stating points of contention and results, if available.
- 4.) Provide at least three (3) references (name, address, and telephone number) where Audit Services have been provided. Provide a description of the project and the role of the firm and key individuals in performing services.
- 5.) Provide the Insurance Requirements Certification.
- 6.) Proposer's Checklist.
- 7.) Proposer Declaration Statement.
- 10.) **State Certification Forms: *Bid Opportunity List, Form No. 275-030-10 and Truth in Negotiation Certificate, Form No. 375-030-30.***
- 11.) **Federal Certification Forms: *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion* as required by *49 CFR, Section 29.510*; and *Certification for Disclosure of Lobbying Activities, Form No. 375-030-33* as required by *49 CFR, Section 20.100(b)*.**

## **INSURANCE COVERAGE REQUIREMENTS**

(1) The amounts and types of insurance coverage shall conform to the following minimum requirements with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If CONSULTANT has any self-insured retentions or deductibles under any of the below listed minimum required coverages, CONSULTANT must identify on the Certificate of Insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be CONSULTANT'S sole responsibility.

(2) The insurance required by this Agreement shall be written for not less than the limits specified herein or required by law, whichever is greater.

(3) Coverages shall be maintained without interruption from the date of commencement of the Services until the date of completion of all Services required hereunder or as specified in this Agreement, whichever is longer.

(4) Simultaneously with the execution and delivery of this Agreement by CONSULTANT, CONSULTANT has delivered properly executed Certificates of insurance (3 copies) acceptable to the OWNER evidencing the fact that CONSULTANT has acquired and put in place the insurance coverages and limits required hereunder. In addition, certified, true and exact copies of all insurance policies required shall be provided to OWNER, on a timely basis, if requested by OWNER. Such certificates shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the OWNER.

CONSULTANT shall also notify OWNER, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverages or limits received by CONSULTANT from its insurer, and nothing contained herein shall relieve CONSULTANT of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by CONSULTANT hereunder, CONSULTANT shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

(5) All insurance coverages of the CONSULTANT shall be primary to any insurance or self insurance program carried by the OWNER applicable to this Agreement.

(6) The acceptance by OWNER of any Certificate of Insurance pursuant to the terms of this Agreement does not constitute approval or agreement by the OWNER that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of this Agreement.

(7) CONSULTANT shall require each of its subconsultants to procure and maintain, until the completion of the subconsultant's services, insurance of the types and to the limits specified in this Section except to the extent such insurance requirements for the subconsultant are expressly waived in writing by the OWNER.

(8) Should at any time the CONSULTANT not maintain the insurance coverages required herein, the OWNER may terminate the Agreement and any Work Orders issued pursuant to the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the CONSULTANT for such coverages purchased. If CONSULTANT fails to reimburse OWNER for such costs within thirty (30) days after

demand, OWNER has the right to offset these costs from any amount due CONSULTANT under this Agreement or any other agreement between OWNER and CONSULTANT. The OWNER shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the OWNER to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Agreement.

(9) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the Services required hereunder or termination of the Agreement or any Work Order, the CONSULTANT shall furnish to the OWNER, in triplicate, renewal or replacement Certificate(s) of Insurance not later than three (3) business days after the renewal of the policy(ies). Failure of the Contractor to provide the OWNER with such renewal certificate(s) shall be deemed a material breach by CONSULTANT and OWNER may terminate the Agreement or any subsequently issued Work Order for cause.

**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**

**Required by this Agreement?  X  Yes   No**

(1) Workers' Compensation and Employers' Liability Insurance shall be maintained by the CONSULTANT during the term of this Agreement for all employees engaged in the work under this Agreement in accordance with the laws of the State of Florida. The amounts of such insurance shall not be less than:

- a. Worker's Compensation - Florida Statutory Requirements
- b. Employers' Liability (check one)

X  \$500,000 Each Accident  
\$500,000 Disease Aggregate  
\$500,000 Disease Each Employee

\$1,000,000 Each Accident  
\$1,000,000 Disease Aggregate  
\$1,000,000 Disease Each Employee

(2) The insurance company shall waive all claims rights against the OWNER and the policy shall be so endorsed.

(3) United States Longshoreman's and Harborworker's Act coverage shall be maintained where applicable to the completion of the work.

Applicable  X  Not Applicable

(4) Maritime Coverage (Jones Act) shall be maintained where applicable to the completion of the work.

Applicable  X  Not Applicable

## COMMERCIAL GENERAL LIABILITY

Required by this Agreement?  Yes  No

(5) Commercial General Liability Insurance, written on an "occurrence" basis, shall be maintained by the CONSULTANT. Coverage will include, but not be limited to, Bodily Injury, Property Damage, Personal Injury, Contractual Liability for this Agreement, Independent Contractors, Broad Form Property Damage including Completed Operations and Products and Completed Operations Coverage. Products and Completed Operations coverage shall be maintained for a period of not less than five (5) years following the completion and acceptance by the OWNER of the work under this Agreement. Limits of Liability shall not be less than the following:

<input type="checkbox"/>	General Aggregate	\$300,000
	Products/Completed Operations Aggregate	\$300,000
	Personal and Advertising Injury	\$300,000
	Each Occurrence	\$300,000
	Fire Damage	\$ 50,000
<input type="checkbox"/>	General Aggregate	\$500,000
	Products/Completed Operations Aggregate	\$500,000
	Personal and Advertising Injury	\$500,000
	Each Occurrence	\$500,000
	Fire Damage	\$ 50,000
<input checked="" type="checkbox"/>	General Aggregate	\$1,000,000
	Products/Completed Operations Aggregate	\$1,000,000
	Personal and Advertising Injury	\$1,000,000
	Each Occurrence	\$1,000,000
	Fire Damage	\$ 50,000

(6) The General Aggregate Limit shall apply separately to this Project and the policy shall be endorsed using the following endorsement wording. "This endorsement modifies insurance provided under the following: Commercial General Liability Coverage Part. The General Aggregate Limit under LIMITS OF INSURANCE applies separately to

each of your projects away from premises owned by or rented to you." Applicable deductibles or self-insured retentions shall be the sole responsibility of CONSULTANT. Deductibles or self-insured retentions carried by the CONSULTANT shall be subject to the approval of the Risk Management Director or its designee.

(7) The OWNER shall be named as an Additional Insured and the policy shall be endorsed that such coverage shall be primary to any similar coverage carried by the OWNER.

(8) Coverage shall be included for explosion, collapse or underground property damage claims.

(9) Watercraft Liability coverage shall be carried by the CONSULTANT or the SUBCONSULTANT in limits of not less than the Commercial General Liability limit shown in subparagraph (1) above if applicable to the completion of the Services under this Agreement.

Applicable  Not Applicable

(10) Aircraft Liability coverage shall be carried by the CONSULTANT or the SUBCONSULTANT in limits of not less than \$5,000,000 each occurrence if applicable to the completion of the Services under this Agreement.

Applicable  Not Applicable



## **AUTOMOBILE LIABILITY INSURANCE**

Required by this Agreement?  Yes  No

(11) Automobile Liability Insurance shall be maintained by the CONSULTANT for the ownership, maintenance or use of any owned, non-owned or hired vehicle with limits of not less than:

Bodily Injury & Property Damage - \$ 500,000

Bodily Injury & Property Damage - \$1,000,000

## **UMBRELLA LIABILITY**

(12) Umbrella Liability may be maintained as part of the liability insurance of the CONSULTANT and, if so, such policy shall be excess of the Employers' Liability, Commercial General Liability, and Automobile Liability coverages required herein and shall include all coverages on a "following form" basis.

(13) The policy shall contain wording to the effect that, in the event of the exhaustion of any underlying limit due to the payment of claims, the Umbrella policy will "drop down" to apply as primary insurance.

## PROFESSIONAL LIABILITY INSURANCE

Required by this Agreement?  Yes  No

(14) Professional Liability Insurance shall be maintained by the CONSULTANT to insure its legal liability for claims arising out of the performance of professional services under this Agreement. CONSULTANT waives its right of recover against OWNER as to any claims under this insurance. Such insurance shall have limits of not less than:

\$500,000 each claim and in the aggregate

\$1,000,000 each claim and in the aggregate

\$2,000,000 each claim and in the aggregate

\$5,000,000 each claim and in the aggregate

(15) Any deductible applicable to any claim shall be the sole responsibility of the CONSULTANT. Deductible amounts are subject to the approval of the OWNER.

(16) The CONSULTANT shall continue this coverage for a period of not less than five (5) years following completion of all Services authorized under this Agreement.

(17) The policy retroactive date will always be prior to the date services were first performed by CONSULTANT or OWNER under this Agreement, and the date will not be moved forward during the term of this Agreement and for five years thereafter. CONSULTANT shall promptly submit Certificates of Insurance providing for an unqualified written notice to OWNER of any cancellation of coverage or reduction in limits, other than the application of the aggregate limits provision. In addition, CONSULTANT shall also notify OWNER by certified mail, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverages or

limits received by CONSULTANT from its insurer. In the event of more than a twenty percent (20%) reduction in the aggregate limit of any policy, CONSULTANT shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy. CONSULTANT shall promptly submit a certified, true copy of the policy and any endorsements issued or to be issued on the policy if requested by OWNER.

### **VALUABLE PAPERS INSURANCE**

(18) In the sole discretion of the County, on a work order by work order basis, CONSULTANT may be required to purchase valuable papers and records coverage for plans, specifications, drawings, reports, maps, books, blueprints, and other printed documents in an amount sufficient to cover the cost of recreating or reconstructing valuable papers or records utilized during the term of this Agreement.

### **PROJECT PROFESSIONAL LIABILITY**

(19) If OWNER notifies CONSULTANT that a project professional liability policy will be purchased, then CONSULTANT agrees to use its best efforts in cooperation with OWNER and OWNER'S insurance representative, to pursue the maximum credit available from the professional liability carrier for a reduction in the premium of CONSULTANT'S professional liability policy. If no credit is available from CONSULTANT'S current professional policy underwriter, then CONSULTANT agrees to pursue the maximum credit available on the next renewal policy, if a renewal occurs during the term of the project policy (and on any subsequent professional liability policies that renew during the term of the project policy). CONSULTANT agrees that any such credit will fully accrue to OWNER. Should no credit accrue to OWNER, OWNER and

CONSULTANT, agree to negotiate in good faith a credit on behalf of OWNER for the provision of project-specific professional liability insurance policy in consideration for a reduction in CONSULTANT'S self-insured retention and the risk of uninsured or underinsured consultants.

(20) CONSULTANT agrees to provide the following information when requested by OWNER or OWNER'S Project Manager:

- a. The date the professional liability insurance renews.
- b. Current policy limits.
- c. Current deductibles/self-insured retention.
- d. Current underwriter.
- e. Amount (in both dollars and percent) the underwriter will give as a credit if the policy is replaced by an individual project policy.
- f. Cost of professional insurance as a percent of revenue.
- g. Affirmation that the design firm will complete a timely project errors and omissions application.

If OWNER elects to purchase a project professional liability policy, CONSULTANT to be insured will be notified and OWNER will provide professional liability insurance, naming CONSULTANT and its professional subconsultants as named insureds.

**PROPOSER DECLARATION STATEMENT**

Pursuant to information for prospective bidders/proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualification without prejudice.

Name of Organization: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attested By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PROPOSER CHECKLIST**

LEE COUNTY METROPOLITAN PLANNING ORGANIZATION  
LEE COUNTY, FLORIDA  
MPO DESIGNEE

**PROPOSER CHECKLIST**

**IMPORTANT: Please read carefully, sign in the spaces indicated and return with your Proposal.**

Proposer should check off each of the following items as the necessary action is completed:

- 1. The Proposal has been signed.
- 2. All information as requested in the Proposal is included.
- 3. Any addenda have been signed and included.
- 4. The delivery envelope/postal container has been addressed to:

Calandra Barraco, Lee County MPO Designee  
Lee County Metropolitan Planning Organization  
815 Nicholas Parkway East  
Cape Coral, FL 33990

**Or Mail to:**  
Lee County Metropolitan Planning Organization  
P. O. Box 150045  
Cape Coral, FL 33915-0045

- 5. The **mailing envelope/postal container must be sealed and marked** with Proposal Number, Proposal Title, and Due Date.
- 6. The Proposal will be hand delivered or mailed in time to be received no later than 3:00 p.m. (local time), April 26, 2018. Otherwise Proposal cannot be considered.

**ALL COURIER-DELIVERED PROPOSALS MUST HAVE THE RFP NUMBER AND THE TITLE ON THE OUTSIDE OF THE COURIER PACKET.**

COMPANY NAME\_\_\_\_\_

SIGNATURE AND TITLE\_\_\_\_\_

DATE\_\_\_\_\_

**PROJECT PROPOSAL TRANSMITTAL LETTER**

**PROJECT PROPOSAL TRANSMITTAL LETTER**

Lee County Metropolitan Planning Organization

P. O. Box 150045

Cape Coral, FL 33915-0045

Dear Metropolitan Planning Organization:

The undersigned, as proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he/she is the only person interested in this proposal or in the contract to which this proposal pertains, and that this proposal is made without connection or arrangement with any other person and this proposal is in every respect fair and made in good faith, without collusion or fraud.

The proposer further declares that he/she has complied in every respect with all the Instruction to Proposers issued prior to the opening of proposals, and that he/she has satisfied themselves fully relative to all matters and conditions with respect to the general condition of the contract to which the proposal pertains.

The proposer puts forth and agrees, if this proposal is accepted, to execute an appropriate document for the purpose of establishing a formal contractual relationship between him/her, and the MPO, for the performance of all requirements to which the proposal pertains.

The proposer states that the proposal is based upon the proposal documents listed by RFP NO. MPO-2018-001.

IN WITNESS WHEREOF, WE have hereunto subscribed our name(s) on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

In the County of \_\_\_\_\_, in the state of \_\_\_\_\_.

\_\_\_\_\_  
Proposer's Firm or Trade Name

Corporation, Sole Proprietorship, Partnership (Circle One)

BY: \_\_\_\_\_  
Typed and Written Signature

\_\_\_\_\_  
Title