

DATE: 12/12/2023
TO: Prospective Proposers
FROM: Calandra Barraco, Lee MPO (Designee)
RE: RFP# MPO 2023-SS4A1: "Development of a Comprehensive Safety Action Plan"

Dear Prospective Proposer:

The Lee County Metropolitan Planning Organization (MPO) is seeking the professional services of a qualified firm or team to develop a Comprehensive Safety Action Plan. Please refer to the Legal Advertisement contained in the enclosed Proposal Package for the time and the due date for proposal submission. All Proposals must be forwarded to the Lee County MPO, through its Designee, Ms. Calandra Barraco, via e-mail at cbarraco@leempo.com, hand delivery at 815 Nicholas Parkway E., Cape Coral, Florida 33990 or via mail at P.O. Box 150045, Cape Coral, Florida 33915.

The "Scope of Services" is included within the RFP package.

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

We look forward to your participation in this process.

Sincerely,

Calandra Barraco,
MPO Designee,
Lee County MPO

cc: Don Scott, Lee MPO



**RFP NO. MPO-2023-SS4A1 REQUEST FOR PROPOSALS FOR A
CONSULTING FIRM TO DEVELOP A COMPREHENSIVE
SAFETY ACTION PLAN FOR THE
LEE COUNTY METROPOLITAN PLANNING ORGANIZATION**

Prepared By:

Lee County Metropolitan Planning Organization

Available date:

December 12, 2023

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METROPOLITAN PLANNING ORGANIZATION
REQUEST FOR PROPOSALS
“DEVELOPMENT OF A COMPREHENSIVE SAFETY ACTION PLAN”
LEE COUNTY METROPOLITAN PLANNING ORGANIZATION

LEGAL NOTICE

Proposals for this service must be received by the Lee County Metropolitan Planning Organization (MPO), via e-mail at cbarraco@leempo.com, hand delivery at 815 Nicholas Parkway E., Cape Coral, Florida 33990, or via mail at P. O. Box 150045, Cape Coral FL 33915, by 3:00 p.m. (local time), January 12, 2023. Lee County MPO reserves the right to reject any or all proposals.

RFP # MPO 2023-SS4A1

SCOPE OF SERVICES: The Lee County MPO is soliciting responses to this request for proposal, which is issued for the purpose of selecting a consulting firm or team to develop a comprehensive safety action plan. The firm shall be responsible for knowledge of the compliance with all relevant local, state, and federal laws and regulations, and shall be capable of completing the tasks described in the scope of services. The Scope of **Services** can be found here: <https://leempo.com/wp-content/uploads/2023-RFP-SS4A-Scope-of-Services.pdf>

INVITATION TO PROPOSE: The MPO hereby solicits proposals for selection of a consultant or team for the development of a Comprehensive Safety Action Plan.

REQUEST FOR PROPOSALS (RFP) INFORMATION AND INSTRUCTION/ HOW TO

APPLY: A Request for Proposals document may be obtained by contacting, in writing, Ms. Calandra Barraco, Lee MPO Designee, 815 Nicholas Parkway E., Cape Coral, Florida 33990, phone: **(239) 330-2243** or by email: cbarraco@leempo.com. The RFP Packet can also be found here: <https://leempo.com/work-with-us/> Materials will be sent by regular mail to the requester within two business days. Materials will be sent FedEx or Certified Mail if requested, at the expense of the requestor. All requests for clarification or additional information on the RFP must be submitted in writing to the same e-mail address above by no later than 3:00 p.m. December 28, 2023. Proposals must then be received by the Lee County MPO, 815 Nicholas Parkway E., Cape Coral, Florida 33990, by 3:00 p.m. (local time), January 12, 2024.

This public notice was posted in the lobby of the offices of the Lee County MPO, 815 Nicholas Parkway E., Cape Coral, Florida 33915, on December 12, 2023. The Lee County MPO does not discriminate based on age, race, color, sex, religion, national origin, disability or family status. Qualified minority-owned, women-owned or disadvantaged business enterprises are encouraged to apply.

REQUEST FOR PROPOSAL

This request for proposal is issued for the purpose of selecting a consulting firm or team to develop the Action Plan. The firm shall be responsible for knowledge of and compliance with all relevant local, state, and federal laws and regulations, and shall be capable of conducting the tasks described in the following scope of services.

Exhibit A

SCOPE OF SERVICES

1 INTRODUCTION

The Lee County Metropolitan Planning Organization is seeking to develop a Comprehensive Vision Zero Safety Action Plan that identifies projects, programs and strategies that will reduce fatalities and serious injuries for all modes of travel within the County. FDOT will be conducting a Vision Zero Action Plan at the same time for the FDOT maintained roadways within the County and this scope includes coordination amongst the two efforts to provide consistency in the plan.

2 SCOPE OF SERVICES

The Consultant will be responsible for the Tasks that are listed below.

Task 1: Project Management

The Consultant and the Lee MPO will finalize a work plan and schedule for the development of the Comprehensive Vision Zero Safety Action Plan. Expectations for the project's scope of work, schedule, contacts and invoicing requirements will be established at a kick-off meeting. This task will include all work related to management of the project that includes invoicing, progress reports, coordination activities with staff deliverables related to those coordination meetings.

Deliverables:

- Virtual attendance and materials for the kick-off meeting
- Monthly virtual coordination meetings with MPO staff
- Monthly invoices and progress reports in a format consistent with USDOT requirements

Task 2: Safety Action Plan Stakeholder Team Meetings

The safety action plan will be produced in coordination with the MPO's partners and

the Consultant will develop a Safety Action Plan Team that will participate in the development of the action plan. The safety action plan team will include the representatives from the local jurisdictions, FDOT, FHP, local law enforcement, EMS/Fire, Lee Health, LeeTran, Lee County Schools, VCB, local advocacy groups and community organizations. The stakeholder team will provide oversight and help guide the action plan development with local community knowledge and insight.

It is anticipated that there will be four action plan team workshops as part of this project that will occur roughly following the development of the items outlined below:

- An initial meeting providing information on the project, safe systems approach and vision zero program, initial information from the crash analysis and input on the public involvement survey
- A second meeting is anticipated to include input on potential infrastructure and non-infrastructure countermeasures based on the crash analysis results and input on the draft criteria and prioritization process
- The third meeting is anticipated to review and provide input on the prioritized projects, programs and strategies and review the next steps and funding opportunities
- The fourth meeting is anticipated to be done virtually and include input from the stakeholder team on the draft action plan document following distribution and time for review

Deliverables:

- Agendas, presentation/handout materials in support of stakeholder meetings
- Consultant staff involvement in facilitating stakeholder meetings

Task 3: Public Involvement and Outreach Activities

The Consultant, with the MPO staff, will put together a short outline of the planned public involvement activities that are anticipated to be included as part of the project. This should include a minimum of two stand-alone public meetings scheduled separately from regularly scheduled MPO Committee, Board or other project specific public meetings. One of the public meetings is anticipated to occur after the crash analysis has been completed. This meeting will include examples of countermeasures that may be looked at to address what the crash data is showing. The second public meeting is anticipated to occur after the countermeasures have been identified along with applying the draft tiering prioritization analysis. The draft and final priority recommendations and documents will be brought through the stakeholder, MPO committees and Board for public review and approval. The Consultant will be responsible for scheduling the meetings, developing maps, graphics and tables for presentations and staffing for the public meetings.

The Consultant will also develop public survey that includes information on the project and questions regarding safety issues, driver behavior, questions and potential

recommendations. The survey will be sent out by the MPO and will be used to provide notification of the project along with capturing recommendations and opinions that may help determine countermeasures.

Deliverables:

- Presentations and handout materials to support of virtual and in person public meetings
- Development of a survey that provides information on the project and questions for the respondents
- Development of outreach materials, data and graphics that can be sent out by the MPO and the stakeholders ahead of public meeting activities

Task 4: Conduct High Injury Network and Crash Analysis

The methodology for developing the high fatality and injury analysis conducted by FDOT on the state system will be reviewed to help develop consistency on how the High Injury Network is developed. The crash data will come from SIGNAL 4 for the most recent 5 year period, outside of the prior 60 days. Additional data may be used, insurance, traffic management systems (i.e. cameras and lidar) and/or transportation data platforms (Ritis, Inrix, etc.) The data will cover all modes of travel on non-state public roads. This data will serve as the baseline for reporting future fatalities and injury performance measures as required by the ongoing grant requirements. Later, this will also be used to measure what projects and programs were successful in reducing fatalities and injuries as well as what has not worked.

In a GIS database, the crash data will be combined with other available roadway characteristic data to help determine issues and potential solutions. These other data sources may include the following: number of lanes, sidewalks, pathways and bike lanes/paved shoulders, posted speed limits, railroad crossings, lighting, traffic counts, traffic signals/intersection controls and round-a-bout locations, transit stops and ridership, heavy truck traffic, bicycle pedestrian counts, land use and demographic data. This will be made available in a web application, building upon the concept of the Florida Highway Safety and Motor Vehicles and Signal4 web sites. The deliverable will be a dynamic, useful web application for key stakeholders (law enforcement, government officials, LeeTran, Lee Trauma, public, etc), with exposed data adapted to user needs.

In this website, The consultant will develop a High Injury Network using the data in the GIS database. The High Injury Network will identify the locations and corridors with the County with the highest frequency of fatal and serious injury crashes. The High Injury network will provide a framework for recommendations for implementation projects, programs and strategies. The crash analysis will identify and focus on factors and issues that appear to be contributing factors in fatal and serious injuries crashes including but not limited to lighting, speed, land use,

intersection/mid-block, driver behavior, number of lanes and roadway type. The Consultant will develop up to ten collision profiles that describe the primary factors that lead to fatalities and serious injuries on the High Injury Network and reflect the fundamental safety challenges in the County. The collision profile adds nuance to the collision landscape analysis by identifying some combination of factors that are present at a given location. The collision profiles developed under this task not only tell a story of where the collisions are occurring but they also identify some primary risk factors that lead to collisions which will help identify countermeasures. The consultant will provide a statistical and probability model that will develop a regression analysis of the factors of past crashes, but also provide a model for future projections if the factors are in place. The Consultant will coordinate with the MPO and stakeholders to identify the High Injury Network.

Depending on the results of the crash analysis, this task may include more in depth crash analysis in up to five areas to help answer questions raised by the MPO or stakeholders. This may include Artificial intelligence models for data and photo/video analytics, 3D models, etc. The models developed and derived data will be exclusive use and ownership of the Lee County MPO. This analysis may include a review of the crash reports or coordination with local agencies to determine more specifically what is occurring in those areas and projections of risk for the future.

The Consultant will develop a technical report outlining the key findings from the crash analysis and the High Injury Network. The technical report will include maps, graphics, tables and charts illustrating the key issues about the roadway characteristics, behavior factors, environmental and socio-economic factors that are contributing to the fatalities and serious injuries.

Deliverables:

- Web site that is adaptable to user login credentials, leveraging Collision database in GIS format included with other available data.
 - Preference is for this web site and models to leverage and be able to integrate with ESRI ArcGIS platform
- It will include:
 - Identification of crash patterns, rates and trends on the non-State public roadways
 - High injury network map
 - Identify the locations, severity, contributing factors and types of crashes
 - Identify both focused and systematic issues related roadway characteristics, land use and other factors indicative of increased crash risk
 - Develop up to ten collision profiles that define key factors associated with fatal and severe injuries
 - Produce a crash analysis technical report and a prediction models.

Task 5: Identify Countermeasures and Prioritize Projects, Programs and Strategies

The Consultant will coordinate with MPO staff and stakeholders to develop a set of criteria that will serve as the background for the prioritization of the projects and programs to be implemented. The prioritization should be in groupings of higher, medium and lower priority to provide flexibility to the maintaining/implementing agencies based on project phasing, timing, upcoming programmed projects etc. The prioritization process should consider equity by assessing the impacts of proposed projects and programs on different populations giving higher priority to environmental justice communities consistent with grant requirements and opportunities for future phases. In addition, the prioritization process should include information on the estimated cost for the project for development and on-going, as well as information on general phasing and timing. This will also include information on who will be the responsible agency for implementing the project, program or strategy. The prioritization should also include information on previously completed or programmed projects that might influence future crash statistics as well as including opportunities to include countermeasures within currently programmed projects.

Deliverables:

- Project prioritization methodology and criteria including recommendation of people(organization), process(on-going management to deliver on goals) and tools
- Proposed projects, programs and strategies for implementation with timing
- Plan with prioritized projects, programs and strategies in a tier level of high, medium or low priority with project cost and implementation information

Task 6: Develop Goals, Policies and Recommendations for Next Steps

The goals and policies will be developed to provide information on the next steps that should be taken to implement the prioritized projects, programs and strategies. This task will include providing recommendations on items that we should start/continue working on to ensure that we put ourselves in the best position to apply and receive Safe Streets for All implementation funding. This task will also include providing an overview of safety funding (infrastructure and non-infrastructure) opportunities outside of the Safe Streets for All funding program that the different implementing agencies could be using currently or in the future to help fund and implement the prioritized projects. Key metrics will be defined with explanation of Responsibility and Accountability.

Deliverables:

- Chapter that includes recommendations for next steps along with various funding opportunities

Task 7: Produce a Draft and Final Comprehensive Safety Action Plan Document

The Consultant will produce a draft Comprehensive Safety Action Plan based on the findings from the work identified in the previous tasks. The draft Action Plan will include crash trends and emphasize projects, programs and strategies that will help reduce fatalities and serious injuries on the non-state public roadways with an emphasis on underserved communities. The draft Action Plan document will include feedback from the public outreach efforts, MPO committees, the stakeholders, local jurisdictions, FDOT etc.

Following a review and documentation of the comments received and changes made, as necessary, a final Action Plan document will be developed for MPO committee recommendation with final adoption by the MPO Board.

Deliverables:

- Draft and final Comprehensive Safety Action Plan document
- Presentation of the draft Comprehensive Safety Action Plan to the BPC, TMOC, TAC, CAC and MEC or MPO Board for review and comment
- Presentation of the Final Comprehensive Safety Action Plan to the BPC, TMOC, TAC and CAC for recommendation of approval and the MPO Board for approval
- Final Comprehensive Safety Action Plan document addressing final comments for submittal to USDOT

Task 8: Develop a Performance Measure Plan Outline

The Consultant will develop a Safety Action Plan performance measure outline for MPO staff to follow for reporting the status on a yearly basis. This data will start with the base year reporting of fatalities and serious injuries but will also include how the MPO may go about illustrating the specific reporting for projects, programs or strategies moving forward. The reporting should account for equity, project costs, effectiveness and lessons learned to help with the future implementation of similar projects. A comparison of best-case/lessons learned will be summarized and metrics that support the goals will be proposed for Lee County to become best-in-class.

Deliverables:

- Safety Action Plan outline with reporting data consistent with grant agreement requirements and monitoring of long term status

3 SCHEDULE

The Consultant must complete all work by March 31, 2025.

4 TASKS OR ACTIVITIES NOT INCLUDED IN THE SCOPE OF SERVICES

5 MPO's RESPONSIBILITIES

The MPO will provide previous safety action plan documents, information of previous safety outreach efforts and programs and stakeholder contact information.

6 PROJECT BUDGET

The Project Budget is \$375,000.

All work to be performed must follow federal and state laws, procedures and guidelines; and the selected firms shall be responsible for knowledge of and the compliance with all applicable local, state and federal codes and regulations.

The selected firms shall be responsible for knowledge of the compliance with all applicable local, state and federal codes and regulations. All consultants performing the standard types of work covered by **Rule Chapter 14-75, F.A.C.** must be technically pre-qualified with FDOT or have an application for prequalification under review at the time that they are proposed.

GENERAL CONDITIONS AND INSTRUCTIONS TO PROPOSERS

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

The proposer shall submit the proposal to the MPO Designee by the proposal due date of January 12, 2024 with the name of the proposal (Development of a Comprehensive Safety Action Plan), and number assigned to the proposal (*RFP# MPO 2023-SS4A1*). If the proposal is being hand delivered, the submittal should include one unbound original (labeled original) and eight copies of the proposal in a sealed envelope.

The proposal format shall be 22 single sided, letter-sized pages, exclusive of resumes, staffing charts, and required forms. Font size will be restricted to Arial, 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 they understand and agree 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.

The MPO assumes no responsibility for proposals received after the due date and time, or at any office or to a person other than that specified herein, whether due to mail delays, courier mistakes, mishandling, inclement weather or any other reason. Late proposals will be returned, unopened, and will not be considered for award.

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 the request in writing to the MPO Designee **prior** to the time set for the opening of Proposals (4:00 p.m., January 12, 2024), 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 the proposer's certification that the proposer will accept any awards made to them 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 MPO: It is the intent of the parties hereto that the successful proposer shall be legally considered as an independent contractor, and that neither them nor their employees shall, under any circumstances, be considered servants or agents of the Lee County MPO and that the MPO shall be at no time legally responsible for any negligence on the part of said successful proposer, their 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. 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 will 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.

TERMINATION: Should the consultant 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 seven (7) day written notice. The MPO shall be sole judge of non-performance.

LIABILITY: Successful proposer will not be held responsible for failure to complete 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 the firm submitting has the necessary facilities, ability, and financial resources, to furnish the services as specified herein in a satisfactory manner, and the firm 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, all proposals 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 the 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 themselves 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 Purchasing Director.

Neither the MPO Executive Director nor his 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 in public session. Award recommendations will be posted in the lobby of the MPO and on the MPO 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 disk in MS Word for Windows. If a Proposer elects to obtain the proposal in an alternative format, they must still obtain a paper copy of the proposal document through the MPO Designee, so that there are no debates about how much time there was to prepare the Response. Contact Ms. Calandra Barraco at (239) 330-2243 for details.

REQUESTS FOR CLARIFICATION: Written questions must be received no later than December 28, 2023 at 3:00pm. 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. Donald Scott, Executive Director
Lee County MPO
dscott@leempo.com or by mail at:
P.O. Box 150045
Cape Coral, Florida 33915
(239) 330-2241

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

- a.) The criteria for evaluation of proposals are given under the paragraph titled Grading 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.

EVALUATION AND SELECTION PROCEDURE

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

1. The Selection Committee will be formed.
2. Request for Proposals issued.
3. Receipt of Proposals.
4. Subsequent to the closing of proposals, the MPO Designee and the Project Manager 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 committee members shall review each Proposal individually and score each proposal based on the evaluation criteria listed within this RFP.
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(s). 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 Board or MPO Executive Committee for approval.

Volume of Work Previously Awarded to Firm (Tie breaker) – In the event of a tie, both in individual scoring and in final ranking, the firm with the lowest volume of work for the Lee MPO within the last five (5) years will receive the higher individual ranking. If there is a multiple firm tie in either individual scoring or final ranking, the firm with the lowest volume of work shall receive the higher ranking, the firm with the next volume of work shall receive the next highest ranking and so on.

GRADING CRITERIA

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

The following guidelines will be used for the evaluations.

1. **Firm's Credentials (Maximum 20 Points)** - Proposer shall include a description of the proposer's business history and number of years in operation. Proposer shall include number of employees, when firm was established, principals of firm, and any other related information.

2. **Qualifications of Staff Assigned to the Project (Maximum 20 Points)** - Rating will be based on the ability of individuals on the proposed firm team to perform the scope of services. 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.

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

Should sub-Consultant(s) be listed as a part of the proposer's team, the proposer shall provide a letter from each sub-Consultant that indicates the sub-Consultant's intent to be a part of the team. Proposals submitted without the referenced letter(s) may result in the sub-Consultant qualifications being eliminated from the review process

The typical rating for a proposer with personnel dedicated to the specific type of work proposed will receive a rating of 12 points. Additional points will be given up to the maximum allotted for this item for previous work connecting to, or directly related to, the proposed services; unparalleled experience and expertise of key personnel on the proposed team; and demonstrated working relationships among key personnel on the proposed teams (i.e., having previously worked together on similar projects).

3. **Previous Performance on a Similar Job (Maximum 15 Points)** - Ratings will be based on the firm's experience and performance on similar projects and reference checks.

The firm shall have a minimum of five (5) years acceptable professional experience with projects of similar size and scope. The proposer shall describe experience on these projects, including scope, tasks performed, and related information.

The typical rating for a firm with significant experience and satisfactory performance on related projects is 8 points. Additional points will be given up to the maximum allotted for this item for substantial experience on the same type of projects and outstanding performance on previous projects. Little or no experience on the type of project will receive fewer points.

4. **Ability to Complete on Time and Within Budget (Maximum 15 Points):** Rating will be based on the proposer's approach to schedule control, proposer's current and projected workload, and available labor resources. Describe the firm's approach to ensuring that the projects are completed on time and within the allotted budget. Evidence of final project cost versus project budget shall be presented.

The typical rating for this item is 10 points. Additional points will be given up to the maximum allotted for this item for proposer's extraordinary ability to allocate necessary resources, the priority that Lee County work will receive, and a superior approach to schedule and cost control. Information from previous projects may be submitted. Reference checks on previous projects may be reviewed, with points added for completing work on time, and points deleted for failure to complete work on time.

5. **Response to Questions (15 points):** Rating will be based on the firm's responses to the five questions located on page 35 and 36 of this RFP package.
6. **Innovation (10 points):** Provide examples where your firm has used innovation in the past to address tasks identified in the scope.
7. **References (5 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. Indicate how your organization will be integrated with the MPO, the staff at the local jurisdictions and the Florida Department of Transportation staff to achieve a “Team” approach. Describe how the firm will solicit, receive and incorporate review comments from the MPO and its respective participating jurisdictions and staff entities.
2. Provide the Insurance Requirements Certification
3. Proposer’s Qualification Form
4. Proposer Checklist
5. Proposer Declaration Statement
6. Conflict of Interest Statement
7. 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 thirty (30) days of Notice of Selection Award.

PROPOSER’S QUALIFICATIONS

All proposers must meet at least two of the Qualification, Selection and Performance Evaluation Requirements listed under 14-75 (14-75.002 & 14-75.003) provided by the FDOT.

All proposers must be primarily engaged in providing the services as outlined in the Scope of Services.

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 ensure that competent staff will be utilized in the performance of the contract.

FEDERAL CONTRACT REQUIREMENTS

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 sufficient cause for nonacceptance of the Proposal.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES: The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS 49 U.S.C. § 5323(I) (1); 31 U.S.C. §§ 3801-3812; 18 U.S.C. § 1001 & 49 C.F.R.

part 31: Program Fraud and False or Fraudulent Statements or Related Acts The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contractor the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, Fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(I) on the Contractor, to the extent the Federal Government deems appropriate. The Contractor agrees to include the above two clauses in each

subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS 49 U.S.C. § 5325(g); 2 C.F.R. § 200.333; 49 C.F.R. part 633:

Access to Records and Reports

- a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors' access to the sites of performance under this contract as reasonably may be required.

FEDERAL CHANGES 49 CFR Part 18: Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

CIVIL RIGHTS LAWS AND REGULATIONS: Civil Rights and Equal opportunity - The AGENCY is an Equal Opportunity Employer. As such, the AGENCY agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the AGENCY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for

- employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) 49 C.F.R. part 26: For all DOT-assisted contracts, each FTA recipient must include assurances that third party contractors will comply with the DBE program requirements of 49 C.F.R. part 26, when applicable. The following contract clause is required in all DOT-assisted prime and subcontracts:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award

and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

As an additional resource, recipients can draw on the following language for inclusion in their federally funded procurements.

Overview

It is the policy of the AGENCY and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the AGENCY to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The AGENCY shall make all determinations with regard to whether or not a

Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, the AGENCY may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with the AGENCY.

Contract Assurance

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the AGENCY deems appropriate.

DBE Participation

For the purpose of this Contract, the AGENCY will accept only DBE's who are:

1. Certified, at the time of bid opening or proposal evaluation, by the FDOT DBE & Small Business Development Program at 850-414-4745; or
2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
3. Certified by another agency approved by the FDOT.

DBE Participation Goal

The DBE participation goal for this Contract is set at 10.65% utilizing the methodologies described in 49 CFR Part 26. This means the State's goal is to spend at least 10.65% of the federal aid dollars with certified DBE's as prime firms or as sub-contractors. Race neutrality means the Department has demonstrated that the 10.65% overall goal can be achieved through the normal competitive procurement process without using DBE contract goals.

Proposed Submission

Each Bidder/Offeror, as part of its submission, shall supply the following information:

1. A completed DBE Utilization Form (see below) that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
2. A list of those qualified DBE's with whom the Bidder/Offeror intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the DBE Participation Schedule (see below). No work shall be included in the Schedule that the Bidder/Offeror has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Bidder/Offeror may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the AGENCY.
3. An original DBE Letter of Intent (see below) from each DBE listed in the DBE

Participation Schedule.

4. An original DBE Affidavit (see below) from each DBE stating that there has not been any change in its status since the date of its last certification.

Good Faith Efforts

If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), the AGENCY will consider the Bidder/Offeror's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the AGENCY will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:

1. Documented communication with the AGENCY's DBE Coordinator (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
2. Pre-bid meeting attendance. At the pre-bid meeting, the AGENCY generally informs potential Bidder/Offeror's of DBE subcontracting opportunities;
3. The Bidder/Offeror's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
4. Written notification to DBE's encouraging participation in the proposed Contract; and
5. Efforts made to identify specific portions of the work that might be performed by DBE's.

The Bidder/Offeror shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

1. The names, addresses, and telephone numbers of DBE's that were contacted;
2. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
3. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the Authority.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Bidder has made good faith efforts, the Authority may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal but meets or exceeds the average DBE participation obtained by other Bidders, the Authority may view this as evidence of the Bidder having made good faith efforts.

Administrative Reconsideration

Within five (5) business days of being informed by the AGENCY that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Bidder/Offeror may request administrative reconsideration. The Bidder should make this request in writing to the AGENCY's Administrative Coordinator. The Administrative Coordinator will forward the Bidder/Offeror's request to a

reconsideration official who will not have played any role in the original determination that the Bidder/Offeror did not document sufficient goodfaith efforts.

As part of this reconsideration, the Bidder/Offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Bidder/Offeror will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The AGENCY will send the Bidder/Offeror a written decision on its reconsideration, explaining the basis for finding that the Bidder/Offeror did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Termination of DBE Subcontractor

The Contractor shall not terminate the DBE subcontractor(s) listed in the DBE Participation Schedule (see below) without the Agency's prior written consent. The AGENCY may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the AGENCY in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Section 8 below (Sanctions for Violations).

Continued Compliance

The AGENCY shall monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, it will be the responsibility of the Contractor to submit quarterly written reports to the AGENCY that summarize the total DBE value for this Contract. These reports shall provide the following details:

- DBE utilization established for the Contract;
- Total value of expenditures with DBE firms for the quarter;
- The value of expenditures with each DBE firm for the quarter by race and gender;
- Total value of expenditures with DBE firms from inception of the Contract; and
- The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to the FDOT and Agency. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Bidder/Offeror shall permit:

- The AGENCY to have access to necessary records to examine information as the AGENCY deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the successful Bidder/Offeror and other DBE parties entered into during the life of the Contract.
- The authorized representative(s) of the AGENCY, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.
- AGENCY shall keep and maintain public records that ordinarily and necessarily would be required by the AGENCY in order to perform the service.

Sanctions for Violations

If at any time the AGENCY has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the AGENCY may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor’s compliance are resolved; and
- Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

DBE PARTICIPATION SCHEDULE

The Bidder/Offeror shall complete the following information for all DBE’s participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form. The Bidder/Offeror shall also furnish the name and telephone number of the appropriate contact person should the Authority have any questions in relation to the information furnished herein.

| DBE IDENTIFICATION AND INFORMATION FORM Name and Address | Contact Name and Telephone Number | Participation Percent (Of Total Contract Value) | Description Of Work To Be Performed | Race and Gender of Firm |
|--|-----------------------------------|---|-------------------------------------|-------------------------|
|--|-----------------------------------|---|-------------------------------------|-------------------------|

ENERGY CONSERVATION - 42 U.S.C. 6321 et seq.; 49 C.F.R. part 622, subpart C:

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

TERMINATION - 2 C.F.R. § 200.339; 2 C.F.R. part 200, Appendix II (B):

Termination for Convenience (General Provision): The AGENCY may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the AGENCY's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to AGENCY to be paid the Contractor. If the Contractor has any property in its possession belonging to AGENCY, the Contractor will account for the same, and dispose of it in the manner AGENCY directs.

Termination for Default [Breach or Cause] (General Provision): If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the AGENCY may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the AGENCY that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the AGENCY, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision): The AGENCY, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to AGENCY's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from AGENCY setting forth the nature of said breach or default, AGENCY shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude AGENCY from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach: In the event that AGENCY elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by AGENCY shall not limit AGENCY's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts): The AGENCY, by written notice, may terminate this contract, in whole or in part, when it is in the AGENCY's interest. If this contract is terminated, the AGENCY shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service): If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any

extension, or if the Contractor fails to comply with any other provisions of this contract, the AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the AGENCY.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION - 2 C.F.R. part 180; 2 C.F.R. part 1200; 2 C.F.R. § 200.213; 2 C.F.R. part 200 Appendix II (I); Executive Order 12549; Executive Order 12689:

Debarment, Suspension, Ineligibility and Voluntary Exclusion:

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

LOBBYING RESTRICTIONS -31 U.S.C. § 1352; 2 C.F.R. § 200.450; 2 C.F.R. part 200 appendix II (J)49 C.F.R. part 20:

Lobbying Restrictions - 49 C.F.R. part 20, Appendices A and B provide specific language for inclusion in FTA funded third party contracts as follows:

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

VIOLATION AND BREACH OF CONTRACT - 2 C.F.R. § 200.326 2 C.F.R. part 200, Appendix II (A):

Rights and Remedies of the AGENCY

The AGENCY shall have the following rights in the event that the AGENCY deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

For purposes of this Contract, breach shall include CONTRACTOR warrants that it

has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, AGENCY shall have the right to annul this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the AGENCY and FTA, as they may be amended or promulgated from time to time during the term of this contract. CONTRACTOR's failure to so comply shall constitute a material breach of this contract.

Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the AGENCY, the Contractor expressly agrees that no default, act or omission of the AGENCY shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the AGENCY directs Contractor to do so) or to suspend or abandon performance.

Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the AGENCY will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the AGENCY takes action contemplated herein, the AGENCY will provide the Contractor with sixty (60) days written notice that the AGENCY considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes

The AGENCY and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by

appropriate management level officials within the AGENCY and the Contractor's organization.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the AGENCY's direction or decisions made thereof.

Performance during Dispute

Unless otherwise directed by AGENCY, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the AGENCY and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the AGENCY is located.

Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the AGENCY or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT - 42 U.S.C. §§ 7401 – 7671q; 33 U.S.C. §§ 1251-1387; 2 C.F.R. part 200, Appendix II (G):

Model Clause/Language

Recipients can draw on the following language for inclusion in their federally funded procurements. The Contractor agrees:

1. It will not use any violating facilities;
2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”
3. It will report violations of use of prohibited facilities to FTA; and
4. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

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 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.) Indicate how your organization will be integrated with the MPO, the local jurisdictions and the Florida Department of Transportation staff to achieve a "Team" approach. Describe how the firm will solicit, receive and incorporate review comments from the MPO and its respective participating jurisdictions and staff entities.
- 4.) Proposer shall provide any information which documents successful and reliable experience in past performance, especially those performances related to the requirements of this Request for Proposal. Provide any information that documents total fees for work done on Lee County projects in the past five (5) years. Related project experience shall be restricted to those assignments undertaken within the last five (5) years.
- 5.) Describe the firm's approach to ensuring that the projects are completed on time and within the allotted budget. Evidence of final project cost versus project budget shall be presented.
- 6.) Provide a response to the five additional questions specific to the project listed below:
 - a. *From a review of fatalities, injuries and crashes, driver behavior plays a large part in our high numbers. How do you think we should address driver behavior issues?*
 - b. *How do you plan to go from a high level countywide crash analysis to specific*

recommendations for projects and programs at the roadway/intersection level?

- c. What methods do you propose to engage the public as part of this project?*
 - d. What safety projects and programs have you been involved with in the past that have shown a measurable decrease in fatalities, injuries and crashes from the analysis of the data before and after implementation?*
 - e. Does your firm/team have any recommendations on transportation data or data platforms that we should be using to help analyze our crash data to assist with project and program identification and implementation?*
- 7.) Provide a statement of litigation that firm or staff of firm is currently involved in, or has been involved in over the past three (3) years, stating points of contention and results, if available.
 - 8.) Provide at least three (3) references (names, titles, addresses, e-mail and telephone number) where consultant services consistent with the services provided in the scope of services have been provided. Provide a description of the project and the role of the firm and key individuals in performing services.
 - 9.) Provide the Insurance Requirements Certification
 - 10.) Proposer's Checklist
 - 11.) Proposer Declaration Statement
 - 12.) **Federal and State Certification Forms: *Certification Regarding Debarment, Suspension, Title VI Nondiscrimination Assurance; Certification for Disclosure of Lobbying Activities on Federal Aid Contracts; Truth in Negotiation Certification; DBE Commitment Form; Conflict of Interest Certification; Vendor Certification Regarding Scrutinized Companies List; Sworn Statement Under Section 287.133(3)(a); Drug Free Workplace Certification and E-Verify Compliance Certification.***

PROPOSERS QUALIFICATION FORM

1. DESCRIBE THE PROPOSER'S BUSINESS HISTORY, NUMBER OF YEARS IN OPERATION, NUMBER OF EMPLOYEES, WHEN THE FIRM WAS ESTABLISHED, PRINCIPALS OF THE FIRM AND RELATED INFORMATION.

2. PROVIDE A NARRATIVE DESCRIBING THE ROLE OF AND INTRODUCING EACH KEY INDIVIDUAL IN YOUR FIRM'S ORGANIZATION.

3. INDICATE HOW YOUR ORGANIZATION WILL BE INTEGRATED WITH THE MPO AND RESPECTIVE LOCAL AGENCY STAFF TO ACHIEVE "TEAM APPROACH"

4. PROVIDE INFORMATION THAT DOCUMENTS SUCCESSFUL AND RELIABLE :
EXPERIENCE IN PAST PERFORMANCE.

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

| <u>Project</u> | <u>% Completed</u> | <u>Contract Amount</u> |
|----------------|--------------------|------------------------|
| _____ | | \$ _____ |
| _____ | | \$ _____ |
| _____ | | \$ _____ |
| _____ | | \$ _____ |

LIST MAJOR WORK IN LEE COUNTY IN THE PAST FIVE YEARS:

| <u>Project</u> | <u>% Completed</u> | <u>Contract Amount</u> |
|----------------|--------------------|------------------------|
| _____ | | \$ _____ |
| _____ | | \$ _____ |
| _____ | | \$ _____ |
| _____ | | \$ _____ |
| _____ | | \$ _____ |
| _____ | | \$ _____ |

_____ \$ _____

LIST CURRENT PROJECTS ON WHICH STAFF FROM YOUR FIRM THAT WILL WORK ON THIS PROJECT ARE A CANDIDATE FOR AWARD:

OTHER INFORMATION ABOUT PROJECTS:

5. DESCRIBE THE FIRM'S APPROACH TO TIME AND BUDGET MANAGEMENT:

Have you, at any time, failed to complete a project? Yes No

If the answer to the question above is yes, submit details on a separate sheet.

6. PROVIDE A STATEMENT OF LITIGATION THAT THE FIRM OR STAFF IS CURRENTLY INVOLVED IN, OR HAVE BEEN INVOLVED IN OVER THE PAST THREE (3) YEARS:

Are there any judgments, claims or suits pending or outstanding by or against you?
 Yes No

If the answer to the question above is yes, submit details on a separate sheet.

LIST ALL LAWSUITS THAT HAVE BEEN FILED BY OR AGAINST YOUR FIRM IN THE LAST THREE (3) YEARS:

7. PROVIDE AT LEAST THREE (3) REFERENCES WHERE SAFETY ACTION PLAN SERVICES HAVE BEEN PROVIDED:

OTHER REFERENCES:

Bank(s) Maintaining Account(s):

Surety/Underwriter: (if required)

8. PROVIDE INSURANCE REQUIREMENTS CERTIFICATION:

9. PROVIDE PROPOSERS CHECKLIST:

10. PROVIDE PROPOSER DECLARATION STATEMENT

Pursuant to information for prospective bidders/proposers for the abovementioned 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: _____

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? ___ X 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:

| | | |
|-----|---|-----------|
| ___ | General Aggregate | \$300,000 |
| | Products/Completed Operations Aggregate | \$300,000 |
| | Personal and Advertising Injury | \$300,000 |
| | Each Occurrence | \$300,000 |
| | Fire Damage | \$ 50,000 |
| ___ | General Aggregate | \$500,000 |
| | Products/Completed Operations Aggregate | \$500,000 |
| | Personal and Advertising Injury | \$500,000 |
| | Each Occurrence | \$500,000 |
| | Fire Damage | \$ 50,000 |

| | |
|---|-------------|
| <u> X </u> 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 X 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.

(21) 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 insured's.

LEE COUNTY METROPOLITAN PLANNING ORGANIZATION
LEE COUNTY, FLORIDA

PROPOSER CHECK LIST

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 Questionnaire is included.
- [] 3. Any addenda have been signed and included.
- [] 4. The e-mail, mailing envelope/postal container has been addressed to:

Ms. Calandra Barraco, MPO Designee
Lee County Metropolitan Planning Organization

| | | |
|---------------------|---|---|
| <u>E-mail</u> | <u>Via Hand Delivery</u> | <u>Via Mail</u> |
| cbarraco@leempo.com | 815 Nicholas Parkway E. Cape Coral, FL 33990 | P.O. Box 150045 Cape Coral, FL 33915 |

- [] 5. The proposal must include the Proposal Number, Proposal Title and Due Date.
- [] 6. The Proposal will be delivered in time to be received no later than 3:00 p.m. (local time), January 12, 2024 (Otherwise Proposal cannot be considered.)

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

Company Name _____

Signature and Title _____

Date _____

PROJECT PROPOSAL TRANSMITTAL LETTER

Lee County Metropolitan Planning Organization
815 Nicholas Parkway E.
Cape Coral, Florida 33990

Dear Metropolitan Planning Organization:

The undersigned, as proposer declares that the firm is the only firm 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 firm and this proposal is in every respect fair and made in good faith, without collusion or fraud.

The proposer further declares that the firm has complied in every respect with all the Instructions to Proposers issued prior to the opening of proposals, and that the firm 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 the firm 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 #MPO-2023-SS4A1.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this

_____ day of _____, 2024.

In the County of _____, in the state of _____.

or Trade Name

Proposer's Firm

Corporation, Sole Proprietorship, Partnership (Circle One)

BY: _____
Typed and Written Signature

Appendix

Federal and State Certification Forms

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

(1.) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in AppendixB of the Regulations.

(3.) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

(4.) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal*

Aviation Administration, and/or the Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- b. cancellation, termination, or suspension of the contract, in whole or in part.

(6.) Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100- 209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by

Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
 INELIGIBILITY AND VOLUNTARY EXCLUSION-
 LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS**
 (Compliance with 2 CFR Parts 180 and 1200)

375-030-32
 PROCUREMENT
 11/15

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: _____
 By: _____
 Date: _____
 Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. 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 prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. 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 participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e 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 department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION FOR DISCLOSURE OF LOBBYING
 ACTIVITIES**
ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))

375-030-33
 PROCUREMENT
 10/01

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: _____

By: _____ Date: _____

Authorized Signature: _____

Title: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRUTH IN NEGOTIATION CERTIFICATION

375-030-30
PROCUREMENT
05/14

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

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

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

Name of Consultant

By: _____

Date



Title VI Nondiscrimination Assurance

Pursuant to Section 9 of US DOT Order 1050.2A, the Contractor assures the Lee County Metropolitan Planning Organization (MPO) that no person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Florida Civil Rights Act of 1992 and other nondiscrimination authorities be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity.

The Contractor further assures the MPO that it will undertake the following with respect to its programs and activities:

1. Designate a Title VI Liaison that has a responsible position within the organization and access to the Contractor's Chief Executive Officer.
2. Issue a policy statement signed by the Chief Executive Officer, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Recipient's organization and to the general public. Such information shall be published where appropriate in languages other than English.
3. Insert the Certification clauses of this agreement in every contract subject to the Acts and the Regulations.
4. Develop a complaint process and attempt to resolve complaints of discrimination against sub-recipients. Complaints against the Contractor shall immediately be forwarded to the MPO Title VI Coordinator.
5. Participate in training offered on Title VI and other nondiscrimination requirements.
6. If reviewed by FDOT or USDOT, take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed ninety (90) calendar days.
7. Have a process to collect racial and ethnic data on persons impacted by your agency's programs.

This assurance is given in consideration of and for the purpose of obtaining any and all federal funds, grants, loans, contracts, properties, discounts or other federal financial assistance under all programs and activities and is binding. The person whose signature appears below is authorized to sign this assurance on behalf of the recipient.

Signature: _____

Date: _____



CONFLICT OF INTEREST CERTIFICATION FOR CONSULTANTS/CONTRACTORS

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the MPO, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the MPO should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

For purposes of determining any possible conflict of interest, all firms, must disclose if any Lee County Metropolitan Planning Organization Board Members, Employee(s), Advisory Committee Member(s), of if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a MPO employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

Yes _____ No _____

| Name(s) | Position(s) |
|---------|-------------|
| | |
| | |
| | |

I realize that violation of the above mentioned standards could result in the termination of my work for the MPO.

| | |
|-----------------|--------------------|
| DATE: _____ | SIGNATURE: _____ |
| Company: _____ | NAME: _____ |
| Address: _____ | (Typed or Printed) |
| _____ | TITLE: _____ |
| _____ | |
| PHONE NO: _____ | E-MAIL: _____ |

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: _____
Vendor FEIN: _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____
Email Address: _____

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____
who is authorized to sign on behalf of the above referenced company.
Authorized Signature Print Name and Title: _____
Date: _____

✓

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

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

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

1. The business address of _____ (name of bidder or contractor) is _____.
2. My relationship to _____ (name of bidder or contractor) is _____.
(relationship such as sole proprietor, partner, president, vice president, etc.)
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

Signature/Date (undersigned authority)

Sworn to and subscribed before me in the state of and county of _____ on the _____ day of _____, 20____.

(affix seal)

Notary Public

My commission expires

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED BIDDER CERTIFIES that it has implemented a drug-free workplace program. 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 quote 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 quote, 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 five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

| | |
|-----------------|--------------------|
| DATE: _____ | SIGNATURE: _____ |
| Company: _____ | NAME: _____ |
| Address: _____ | (Typed or Printed) |
| _____ | TITLE: _____ |
| _____ | |
| PHONE NO: _____ | E-MAIL: _____ |

E-VERIFY

Contract No: _____

Financial Project No(s): _____

Project Description: _____

In accordance with the contract, the Vendor/Consultant/Contractor hereby acknowledges and certifies compliance with Section 448.095, Florida Statutes. The Vendor/Consultant/Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Vendor/Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system. The Vendor/Consultant/Contractor shall comply with Section 448.095, Florida Statutes, for the duration of the contract term, including any extensions or renewal periods.

Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____