

DATE: 7/27/2018
TO: Prospective Proposers
FROM: Calandra Barraco, Lee MPO (Designee)
RE: RFP# MPO 2018-002: "Annual Contract for General Planning Consultant Services"

Dear Prospective Proposer:

The Lee County Metropolitan Planning Organization (MPO) is seeking the professional services of one or more qualified firms capable of providing General Planning Consultant Services. 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 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 attached.

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-2018-002

**REQUEST FOR PROPOSALS
FOR GENERAL PLANNING CONSULTANT SERVICES
FOR THE
LEE COUNTY METROPOLITAN PLANNING ORGANIZATION**

Prepared By:

Lee County Metropolitan Planning Organization

Available date:

July 27, 2018

TABLE OF CONTENTS

	Page Number
SECTION I	
LEGAL NOTICE	4
RFP SCOPE OF SERVICES	6
GENERAL CONDITIONS AND INSTRUCTIONS	9
SECTION II	
EVALUATION AND SELECTION PROCEDURE	14
GRADING CRITERIA	15
REQUIRED SUBMITTALS	18
PROPOSAL CONTENTS	18
PROPOSERS QUALIFICATION FORM	20
INSURANCE REQUIREMENTS	25
SECTION III	
PROPOSER CHECKLIST	35
MODEL TRANSMITTAL LETTER	36
STATE AND FEDERAL FORMS	37

METROPOLITAN PLANNING ORGANIZATION
REQUEST FOR PROPOSALS
“ANNUAL CONTRACT FOR GENERAL PLANNING CONSULTANT SERVICES”
LEE COUNTY METROPOLITAN PLANNING ORGANIZATION

LEGAL NOTICE

Sealed Proposals for this service must be received by the Lee County Metropolitan Planning Organization (MPO), via 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), Thursday, August 30, 2018. Lee County MPO reserves the right to reject any or all proposals.

RFP # MPO 2018-002

SCOPE OF SERVICES: The Lee County MPO is soliciting responses to this request for proposal, which is issued for the purpose of selecting one or more consulting firms to be retained under a two-year contract, with a one-year renewal option. The firms shall be responsible for knowledge of the compliance with all relevant local, state, and federal laws and regulations, and shall be capable of providing some or all of the types of transportation planning and engineering services described in the scope of services. The general planning work may include, but not be limited to, financial resource forecasting and revenue projections, public involvement, corridor and small area studies, goods movement studies, traffic engineering studies, ITS needs assessment, project cost estimation, land use modeling, GIS assistance, long range transportation planning and modeling, transit authority formation studies, and other miscellaneous studies as directed. Proposals must specify which of the services identified in the scope of services the firm or team is proposing to provide and which it is not.

This scope of services was written by the Lee County MPO to be used on tasks provided by the MPOs in FDOT District One (Collier, Charlotte, Heartland, Sarasota/Manatee or Polk MPOs), Lee Tran, and the Southwest Florida Regional Planning Council. The Scope of Services can be found here: [Scope of Services](#)

INVITATION TO PROPOSE: The MPO hereby solicits proposals for selection as on-call consultant for planning services to the Lee County MPO to meet the needs of the transportation planning program.

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 33915, phone: (239) 330-2243 or by email: cbarraco@leempo.com. The RFP Packet can also be found here: [RFP Packet](#). 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 address as above by no later than 5:00 p.m. August 16, 2018. Proposals must then be received by the Lee County MPO, 815 Nicholas Parkway E., Cape Coral, Florida 33915, by 3:00 p.m. (local time), Thursday, August 30, 2018.

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 Friday, July 27, 2018. 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 one or more consulting firms to be retained under a two-year contract, with a one-year renewal option. The firms shall be responsible for knowledge of and compliance with all relevant local, state, and federal laws and regulations, and shall be capable of providing some or all of the types of transportation planning and engineering services described in the following scope of services. Proposals must specify which of the services identified in the scope of services the firm or team is proposing to provide and which it is not.

Exhibit A

SCOPE OF SERVICES

The Lee County Metropolitan Planning Organization (MPO) is responsible for the development and implementation of a balanced, integrated, and multimodal transportation program which efficiently moves traffic. The MPO's goal is to ensure that a continuing, comprehensive and cooperative approach to planning for transportation needs is maintained and properly coordinated with other MPOs, Florida Department of Transportation (FDOT) and Federal Highway Administration (FHWA). To reach their goal, the MPO annually develops and reviews planning activities relating to roadway capacity improvements, congestion management, enhancement, transit, and rail and aviation projects. Any firm chosen for this Scope of Services will support and assist MPO Staff and other consultants hired by MPO Staff with any tasks shown in the MPO's Unified Planning Work Program (UPWP).

The MPO requires the services of one or more Consultants to provide production support to the MPO transportation planning activities. The work involves providing guidance and assistance to the MPO staff on a work assignment basis in a variety of planning, engineering, administrative, technical, analytical, statistical, graphical, public involvement and product review activities. Specific tasks will be assigned to the consultant(s) selected by the Lee County MPO on an as-needed basis.

MAJOR TYPES OF WORK:

- Safety and Security Planning
- Policy Planning
- Systems Planning
- Sub-Area / Corridor Planning
- Land Planning / Engineering
- Transit Planning
- Traffic Data Collection

- Short and Long Range Planning
- Conceptual Design Services

The types of work involved may include, but is not limited to, the following examples:

SCOPE OF WORK:

1. Community Impact Assessment;
2. Safety And Security Planning;
3. Development of Project Traffic;
4. Preparation of Corridor Studies;
5. Development of Regional Impact Reviews;
6. Traffic Modeling;
7. Traffic Data Collection Services;
8. Access Management Studies;
9. Environmental Data Collection and Analysis;
10. Data Collection and Analysis;
11. Preliminary Right-Of-Way Analysis;
12. Traffic Operations Analysis Studies;
13. Preparation of Long Range Transportation Plan;
14. Level of Service Analysis;
15. Long Range Transportation Planning to include modeling assistance;
16. Modeling Land Use Scenarios;
17. Mapping and Graphics Production;
18. Transit Planning;
19. Community Impact Assessment;
20. Conducting Bicycle/Pedestrian Action Plans;
21. Congestion Management Analysis;
22. Toll Feasibility Analysis;
23. Support Staff at Public Meetings;
24. Public involvement assistance including website development, newsletter production and other educational and informational materials, as necessary;
25. Assist staff with Grant Applications;
26. Develop project information, including community impacts, including input into the Efficient Transportation Decision Making (ETDM) process;
27. Evaluate potential Transportation Regional Incentive Program (TRIP) applications;
28. Review of Project Development & Environment studies;
29. Developing Project Cost Estimates;
30. Providing administrative support to the MPO;
31. Livability and Complete Streets Planning;
32. Planning and Conceptual Design of Bicycle/Pedestrian, Intersection and Transit Improvements;

33. Traffic and Bicycle/Pedestrian Count Data Collection and Survey Data Collection;
34. Plans Review;
35. Development and Analysis of Performance Measures;
36. Analysis of the impact and infrastructure planning for increased Autonomous, Ride Sharing Services and Electric Vehicle usage.

This scope of services was written by the Lee County MPO, but can be used by any FDOT District One MPO (Collier, Charlotte, Heartland, Sarasota/Manatee or Polk MPOs) and/or Lee Tran. The contracts are classified as fixed term agreements for various and miscellaneous professional transportation planning consulting services which will be utilized on an as-needed basis. Tasks will be assigned by means of work orders, each of which will include a written scope of work specifying the products to be produced and/or services to be performed, and specify the completion date and maximum compensation to be paid for completion of the work specified therein. Work orders for more than \$25,000 shall require the approval of the MPO Board. Compensation under the work orders shall be based upon the negotiated schedule of hourly rates and charges specified in the contract.

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 subconsultants 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 original properly signed in blue ink and clearly marked “**Original**”, and eight (8) copies of the proposal to the MPO Designee in a sealed envelope on which shall be shown the proposal due date **August 30, 2018** and the name of the proposal (*General Planning Consultant Services*), and number assigned to the proposal (*RFP # MPO 2018-002*).

The proposal format shall be 20 single sided, letter-sized pages, exclusive of resumes, staffing charts, and required forms. Font size will be restricted to 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 and /or issuance of a purchase order by the MPO.

The MPO assumes no responsibility for proposals received after the due date and time, or at any office or location 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 (3:00 p.m., August 30, 2018), 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. The number of the Purchase Order by which authority services have been made, shall appear on all invoices. Invoices shall be submitted in duplicate and with an attached progress report detailed by task.

EXPENSES INCURRED IN PREPARING PROPOSAL: The MPO does not accept responsibility for any expenses incurred in the Proposal, preparation, or presentation; such expenses 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.

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

TERMINATION: Should the contractor be found to have failed to perform his services in a manner satisfactory to the MPO as per Specification, the MPO may terminate this Agreement immediately for cause; further the MPO may terminate this Agreement for convenience with a 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 he has the necessary facilities, ability, and financial resources, to furnish the service as specified herein in a satisfactory manner, and he 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 his signature. If the proposer is a partnership, the word "Partner" shall appear after the signature of one of the partners. If the proposer is a corporation, the signature required is the Officer, Officers or Individual duly authorized by its by-laws or the Board of Directors to bind the corporation with official corporate seal affixed thereto.

INTERPRETATION OF PROPOSAL DOCUMENTS AND INVESTIGATION OF PROJECT: Each proposer shall thoroughly examine the Proposal Documents, and judge for himself all matters relating to the location and the character of the services he agrees to perform. If the proposer should be of the opinion that the meaning of any part of the Proposal Document is doubtful, obscure or contains errors or omissions, he should report such opinion or opinions to the 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. 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, he 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 ten (10) working days, by August 16, 2018, prior to proposal acceptance date, August 30, 2018. 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
P.O. Box 150045
Cape Coral, Florida 33915
(239) 330-2241

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

- a.) The criteria for evaluation of proposals are given under the paragraph titled Grading Criteria. Only these criteria will be used to determine the best response.
- b.) Hourly rates and cost proposals [as called for in Section II, Proposal Contents] will not be reviewed until proposals are assigned points according to the evaluation criteria.
- c.) 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 on the next page.
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 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 Person Assigned to Project (Maximum 25 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 15 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 Similar Jobs (Maximum 20 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 10 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 25 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 15 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. **References (5 points):** Furnish at least five (5) project references with contact names, titles, telephone numbers, email and mailing addresses.
6. **Office Location (5 points):** Identify the location of the firm's staff and indicate how they will ensure responsiveness to the required tasks.

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 fifteen (15) days of Notice of Selection Award.

PROPOSER’S QUALIFICATIONS

All proposers must meet at least two of the “Qualification, Selection and Performance Evaluation Requirements 14-75.0022, 14-75.003, 14-75.004, 14-75.0051, and 14-75.0052” 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 insure that competent persons will be utilized in the performance of the contract.

REQUIRED SUBMITTALS

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

The proposer shall submit a rate schedule by professional category for the staff that would be proposed to be working on the project. This schedule will be used for information purposes only. ***The proposer is to place the Fee Schedule and the firm's compensation requirements in a separate sealed envelope.***

The proposer shall submit the following additional forms:

State Certification Forms: *Bid Opportunity List, Form No. 275-030-10 and Truth in Negotiation Certificate, Form No. 375-030-30.*

Federal Certification Forms: *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion* as required by **49 CFR, Section 29.510**; and *Certification for Disclosure of Lobbying Activities, Form No. 375-030-33* as required by **49 CFR, Section 20.100(b)**.

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, Lee County Department of Transportation, and 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 statement of litigation that firm or staff of firm is currently involved in, or has been involved in over the past five (5) years, stating points of contention and results, if available.
- 7.) Provide at least five (5) references (names, titles, addresses, e-mail and telephone number) where General Planning Consulting Services have been provided. Provide a description of the project and the role of the firm and key individuals in performing services.
- 8.) Provide the Insurance Requirements Certification
- 9.) Proposer’s Checklist
- 10.) Proposer Declaration Statement
- 11.) ***In a separate sealed envelope, the proposer is to place the firm’s Rate Schedule requirements.***
- 12.) **State Certification Forms: *Bid Opportunity List, Form No. 275-030-10 and Truth in Negotiation Certificate, Form No. 375-030-30.***
- 13.) **Federal Certification Forms: *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion* as required by **49 CFR, Section 29.510**; and ***Certification for Disclosure of Lobbying Activities, Form No. 375-030-33*** as required by **49 CFR, Section 20.100(b).****

PROPOSERS QUALIFICATION FORM

1. DESCRIBE THE PROPOSER'S BUSINESS HISTORY, NUMBER OF YEARS IN OPERATION, NUMBER OF EMPLOYEES, WHEN FIRM WAS ESTABLISHED, PRINCIPALS OF 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 SUPPORT AGENCY STAFFS TO ACHIEVE A "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 YOUR FIRM IS THE 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 FIVE (5) 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 FIVE (5) YEARS:

7. PROVIDE AT LEAST FIVE (5) REFERENCES WHERE GENERAL PLANNING CONSULTING 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 above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualification without prejudice.

Name of Organization: _____

By: _____

Title: _____

Date: _____

Attested By: _____

Title: _____

Date: _____

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:

<u> </u>	General Aggregate	\$300,000
	Products/Completed Operations Aggregate	\$300,000
	Personal and Advertising Injury	\$300,000
	Each Occurrence	\$300,000
	Fire Damage	\$ 50,000
<u> </u>	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 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 ORGAIZATION
LEE COUNTY, FLORIDA
MPO Designee

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 mailing envelope/postal container has been addressed to:

Ms. Calandra Barraco, MPO Designee

Lee County Metropolitan Planning Organization

Via Hand Delivery

815 Nicholas Parkway E.

Cape Coral, FL 33990

Via Mail

P.O. Box 150045

Cape Coral, FL 33915

- [] 5. The **mailing envelope/postal container must be sealed and marked** with Proposal Number, Proposal Title and Due Date.
- [] 6. The Proposal will be mailed or delivered in time to be received no later than 3:00 p.m. (local time), **August 30, 2018**. (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 (herein used in the masculine, singular, irrespective of actual gender and number) declares that he/she is the only person interested in this proposal or in the contract to which this proposal pertains, and that this proposal is made without connection or arrangement with any other person and this proposal is in every respect fair and made in good faith, without collusion or fraud.

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

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

The proposer states that the proposal is based upon the proposal documents listed by RFP #MPO-2018-002.

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

_____ day of _____, 2018.

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

Proposer's Firm or Trade Name

Corporation, Sole Proprietorship, Partnership (Circle One)

BY: _____
Typed and Written Signature

Title

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**BID OPPORTUNITY LIST FOR PROFESSIONAL CONSULTANT
SERVICES, AND COMMODITIES & CONTRACTUAL SERVICES**

375-040-62
PROCUREMENT
04/07

Prime Contractor/Prime Consultant: _____

Address/Phone Number: _____

Procurement Number/Advertisement Number: _____

49 CFR Part 26.11 The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and supplies materials on DOT-assisted projects, including both DBEs and non-DBEs. For consulting companies this list must include all subconsultants contacting you and expressing an interest in teaming with you on a specific DOT-assisted project. Prime contractors and consultants must provide information for Numbers 1, 2, 3 and 4, and should provide any information they have available on Numbers 5, 6, 7, and 8 for themselves, and their subcontractors and subconsultants.

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____

5. Year Firm Established: _____

6. DBE
 Non-DBE

7. Subcontractor
 Subconsultant

8. Annual Gross Receipts
 Less than \$1 million
 Between \$1 - \$5 million
 Between \$5 - \$10 million
 Between \$10 - \$15 million
 More than \$15 million

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____

5. Year Firm Established: _____

6. DBE
 Non-DBE

7. Subcontractor
 Subconsultant

8. Annual Gross Receipts
 Less than \$1 million
 Between \$1 - \$5 million
 Between \$5 - \$10 million
 Between \$10 - \$15 million
 More than \$15 million

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____

5. Year Firm Established: _____

6. DBE
 Non-DBE

7. Subcontractor
 Subconsultant

8. Annual Gross Receipts
 Less than \$1 million
 Between \$1 - \$5 million
 Between \$5 - \$10 million
 Between \$10 - \$15 million
 More than \$15 million

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____

5. Year Firm Established: _____

6. DBE
 Non-DBE

7. Subcontractor
 Subconsultant

8. Annual Gross Receipts
 Less than \$1 million
 Between \$1 - \$5 million
 Between \$5 - \$10 million
 Between \$10 - \$15 million
 More than \$15 million

AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR:

**BID SHEET (Invitation to Bid – ITB)
LETTERS OF RESPONSE (LOR)
PRICE PROPOSAL (Request for Proposal – RFP)
REPLY (Invitation to Negotiate – ITN)**

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION FOR FEDERAL
AID CONTRACTS**
(Compliance with 49CFR, Section 29.510)
(Appendix B Certification]

375-030-32
PROCUREMENT
10/01

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:

By _____ Date: _____
Authorized Signature

Title: _____

Instructions for Certification

1. By signing and submitting this certification with the proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.
3. 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 when submitted or has become erroneous by reason of changed circumstances.
4. The terms 'covered transaction', 'debarred', 'suspended', 'ineligible', 'lower tier covered transaction', 'participant', 'person', 'primary covered transaction', 'principal', 'proposal', and 'voluntarily excluded', as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. 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.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Appendix B: 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.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department 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: _____