DATE: March 5, 2021

TO: Prospective Proposers

FROM: Calandra Barraco, Lee MPO (Designee)

RE: RFP# MPO 2021-001: “City of Cape Coral Hurricane Evacuation Study”

Dear Prospective Proposer:

The Lee County Metropolitan Planning Organization (MPO) is seeking the professional services of a qualified firm capable of conducting the City of Cape Coral Hurricane Evacuation Study. 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, via mail at P.O. Box 150045, Cape Coral, Florida 33915 or electronically at [cbarraco@Leempo.com](mailto:cbarraco@Leempo.com).

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

Lee MPO

cc: Don Scott, Lee MPO



# RFP NO. MPO-2021-001 REQUEST FOR PROPOSAL FOR THE CITY OF CAPE CORAL HURRICANE EVACUATION STUDY

Prepared By:

Lee County Metropolitan Planning Organization

Available date: March 5, 2021

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**METROPOLITAN PLANNING ORGANIZATION**

REQUEST FOR PROPOSAL

“CITY OF CAPE CORAL HURRICANE EVACUATION STUDY”

LEE COUNTY METROPOLITAN PLANNING ORGANIZATION

# LEGAL NOTICE

Sealed Proposals for this RFP must be received by the Lee County Metropolitan Planning Organization (MPO), via hand delivery at 815 Nicholas Parkway E., Cape Coral, Florida 33990, via mail at P. O. Box 150045, Cape Coral FL 33915 or via e-mail at [cbarraco@Leempo.com](mailto:cbarraco@Leempo.com), by **3:00 p.m. (local time), March 31, 2021**. Lee County MPO reserves the right to reject any or all proposals.

# RFP # MPO 2021-001

**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 to conduct the City of Cape Coral Evacuation Study. 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 conducting the tasks described in the scope of services. The Scope of Services can be found on the MPO’s website at <https://leempo.com/work-with-us/>.

**INVITATION TO PROPOSE:** The MPO hereby solicits proposals for selection by a firm of team to conduct the study.

**REQUEST FOR PROPOSAL (RFP) INFORMATION AND INSTRUCTION/ HOW TO APPLY:** A Request for Proposal 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 on the MPO’s website at <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 address as above by no later than 5:00 p.m. March 18, 2021. 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), Friday, March 31, 2021.

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, March 5, 2021. 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 conduct this study. 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 scope of services.

**Exhibit A**

## SCOPE OF WORK

**CITY OF CAPE CORAL HURRICANE EVACUATION STUDY**

# I. SCOPE OF WORK - STUDY PURPOSE

The purpose of this project is the development of a City of Cape Coral Hurricane Evacuation Study. Cape Coral is and will be at buildout the largest City between Tampa and Miami. A Category 3 hurricane threat would require a large portion of the City to evacuate. The total amount of time to evacuate all the residents in the City must be under an established time to ensure safe evacuation out of the storm surge vulnerable areas during a major hurricane. Such a major hurricane threat would also require many other areas in Lee County and other south Florida counties to evacuate. Such scenarios create hundreds of thousands of trips on area regional hurricane evacuation roadways. A primary purpose of the study is to determine if regional roadway improvements can maintain or reduce the out of city, county and regional evacuation times.

The evacuation study will consist of a Demographic and Land Use Analysis, a Hazard Analysis for hurricane storm surge, a review of the Behavioral Analysis being done as part of the current ongoing Statewide Regional Evacuation Study as well as collecting Cape Coral specific survey data, Shelter Analysis and, City and County/Regional Evacuation Transportation Networks, Evacuation and Population Vulnerability Analysis, and a Transportation Analysis. The study will delineate the storm tide limits and the evacuation zones, identification of population-at-risk and evacuation populations, storm surge analysis of selected critical facilities and the evacuation transportation analysis. The Southwest Florida Regional Evacuation Study that is currently being updated can be used as a guide for the City specific Evacuation Study. Products will include printed documents and digital data, including GIS products.

**A. DEMOGRAPHIC/SOCIO-ECONOMIC PROFILE** **AND LAND USE ANALYSIS**

1. Demographic projections and socio-economic profiles shall be developed for the City (with vulnerable zone generally comparisons) to support overall evacuation analysis. Use best available data to determine the following.
2. EDR/BEBR Age distribution, 2020 and City Buildout or 2045
3. EDR/BEBR Race/ethnic distribution, 2020 and City Buildout or 2045
   * Elderly living alone
   * Speaks English less than “very well”
   * Population below poverty level
   * Households with no vehicles
   * Housing units by vacancy status, including seasonal
   * Disability Trends

c) Product will be in a digital format.

1. Small area dwelling unit and population data shall be developed for the City to support traffic modeling. The data shall be based on Traffic Analysis Zones (TAZ) and shall be used. Data will include:
2. 2020 number of dwelling units by type (single-family, multi-family and mobile home), by occupancy status
3. 2020 number of people for each type of occupied dwelling unit
4. 2020 number of people in group quarters
5. 2020 estimates of licensed hotels/motels, by type, with number of rooms (available from DBPR);
6. 2020 number of vehicles for each type of occupied dwelling unit
7. Buildout estimates or 2045 for each of the above, making use of City planning data, Lee MPO transportation models, and DBPR licenses for mobile home/RV parks, hotels/motels, by type, with number of rooms and other sources;

3. Land Use Analysis - Provide a description of the City Land Use. Based on consistent and generalized land use categories, provide a future land use map for the City.

**B.** **HAZARDS ANALYSIS FOR HURRICANE STORM SURGE**

1. The hurricane storm surge hazards analysis will use the most current Sea, Lake and Overland Surges from Hurricane (SLOSH) model to identify the potential storm surge threat to the entire City, and shall include investigations of

1. History of hurricane activity in the region;
2. Local and out of city regional roadway flooding by freshwater flooding based on 100- and 500- year flood plains and local historic hurricane storm surge information;
3. Hazardous sites, i.e., 302 sites, etc., as listed in HMIS; propane storage facilities, natural gas pipeline terminals, fuel storage facilities, tank farms. These facilities will be geo-coded, to the extent possible, so they can be displayed on a map which shows their proximity to major evacuation routes, shelters and critical facilities.

2. Levels of Vulnerability - Levels of vulnerability shall be identified and related to Tropical Storm and the five hurricane intensity categories of the Saffir/Simpson scale. The levels of vulnerability shall be determined based on worst case hurricane track (maximum of the maximum MOM) of the most recent computer runs and/or maps/atlases produced from the most current SLOSH Models, FIRMs and past freshwater flood experiences for the region. This will provide the basis for the development of the various regional transportation/evacuation scenarios.

a. Surge zones will be the primary vulnerability assessment overlay tool and can be download at (https://floridadisaster.maps.arcgis.com). These polygon files can be overlaid on point data (shelters, critical facilities) and polygon area data (demographics and population).

b. Freshwater flooding (historical and repetitive) and FEMA FIRM data can also be used in the GIS overlay process for determining rain event and non-tidal water inundation (as in evacuation route flooding and ground saturation potential with soil data)

3. Evacuation Zones - Finalized evacuation zones based on storm surge shall be established for the City and reviewed for changes with existing zones in the County Evacuation Study.

1. The evacuation zone maps shall be provided at a scale that permits a clear and ready identification of geographic and roadway features, thereby permitting a clear differentiation of the zone boundaries.

**C. BEHAVIORAL ANALYSIS**

1. Evaluate the most recent hurricane behavioral surveys, including the currently ongoing update to the Statewide evacuation study that will include regional survey data, to determine the appropriate planning assumptions regarding evacuation participation rates, perception of risk, destination assignments (in county, out-of-county, out-of region), vehicle usage, obstacles to evacuation, or other issues as identified by city and county emergency managers.

2. Collect survey data from a reasonable sample size of the City of Cape residents to determine how many residents are likely to evacuate in a storm event and where they might go. The survey should include coverage of different evacuation zones within the City as well as different storm scenarios. As part of this task, research and determine if the use of cell phone data from previous evacuation events may provide a better end result for this analysis. This task includes a coordination meeting between the Consultant and the Cape Coral Project Manager to determine how best to proceed.

3. Using the behavioral data collected and the recommended planning assumptions, work with city and county emergency management to develop behavioral scenarios to be incorporated into the evacuation transportation analysis.

4. When possible, graphically depict population behaviors and needs (i.e. persons needing transportation assistance densities)

**D.** **SHELTER ANALYSIS**

1. The Hurricane Evacuation Analysis will include a shelter analysis that will provide a shelter inventory based on the most recent Statewide Emergency Shelter plan and City and County emergency management data. The shelter information is currently being updated as part of the Statewide Regional Evacuation Study.
2. Based on the Behavioral Analysis and historical observation, shelter demand assumptions will be applied to determine shelter demand and potential shelter deficits in the city.

**E. REGIONAL EVACUATION TRANSPORTATION NETWORKS**

1. Identify the existing regional evacuation routes to exit the city and any additional arterials/ collectors in the city and county critical for evacuation.

2. Identify the capacities of the regional evacuation transportation network, including identified Contra-flow routes and capacity.

3. Identify the scheduled improvements and capacity increase on the regional evacuation transportation network for the planning year 2020 and 2045.

4. Acquire, import, or create evacuation network to include in attributes the functional classification, state route number, local road name, completion status, posted speed, and/or approximate average speed.

5. Provide maps of the existing and projected regional evacuation transportation networks for 2020 and 2045.

6. Provide a listing of transportation road segments that have ITS capabilities.

**F.** **EVACUATION POPULATION AND VULNERABILITY ANALYSIS**

1. The vulnerability analysis shall include a comprehensive evaluation and identification of the levels of vulnerability by hurricane evacuation zones, the population-at-risk, and storm surge effects on institutional/medical and other critical facilities identified in the City.

1. Population Analysis. Using the GIS, determine by evacuation zone, the following for the 2020 and 2045 projection:
2. the estimated number of people living in various dwelling unit types by seasonal occupancy rates;
3. the number of mobile home residents;
4. the estimated tourist population,
5. the number of people to be evacuated,
6. the number of vehicles to be used in an evacuation, and
7. the demographic breakdown based on the socio-economic factors identified in Section A.

**G.** **TRANSPORTATION ANALYSIS**

1. The transportation analysis will be a City study including estimates of vehicle movements from the City, as well as the impacts of evacuations within Lee County from adjacent county and regions that includes updates from the ongoing Statewide Regional Evacuation Study. The specific model methodology will be reviewed with and approved by the City of Cape Coral before transportation analysis begins.
2. The study shall utilize professionally accepted transportation models or other appropriate computer analysis systems. The modeling effort will incorporate the use of Geographic Information System (GIS) capabilities into the analysis. General study methods and modeling procedures will be documented.
3. A condensed (end user) transportation model and program shall be provided to the City of Cape Coral and the Lee MPO. The programs will be set up to provide a user friendly means of modifying input variables such as population, housing units, mobile home units, tourist dwelling units, people per unit, vehicles per unit, participation rates, destination distributions, trip routing and road segment capacities that would change clearance times for various evacuation scenarios.
4. The study shall include an inventory of all new roads, all roadway improvements that resulted in increased capacity, bridges and scheduled roadways and improvements that impact the evacuation route network.
5. A constraints analysis that will, at a minimum examine roadway elevations and actual experiences to identify roadways that have historically experienced flooding due to rainfall and which should be monitored for vehicle distress during evacuation times.
6. The transportation documentation will provide data on evacuation route assignments and clearance time estimates for 2020 and 2045 to exit the City, County and Region. Using a professionally accepted transportation model or other appropriate technique and methodology, vehicle travel time associated with moving threatened population to areas of safety. Based on the results of the hazard analysis and behavioral data identifying desired shelter destinations of City evacuees, evacuating vehicles will be re-assigned to the quickest and safest evacuation routes consistent with operational considerations.
7. Tabular data will be supported by maps identifying, at a minimum:
8. route loading nodes from evacuation zones,
9. evacuation zones,
10. evacuation routes, and
11. potential traffic control points.
12. Maps of evacuation routes and traffic evacuation zones shall be provided at a scale that permits easy identification of pertinent roadways and geographical features.
13. The results of the transportation analysis shall be based upon the pre-constructed evacuation scenarios to be determined by the City of Cape Coral and the Statewide Regional Evacuation Study Updates and the response curves developed from historical and behavioral analysis data.
14. Evacuation Route Assignments. Necessary investigations will be conducted to select evacuation routes that offer the shortest and most direct access from each of the evacuation zones. The assignment of traffic volumes to specific routes will be a product of repeated testing of the evacuation roadway network to minimize impacts to adjoining zones, and to achieve the shortest possible clearance times for the threatened areas.

9. The information will be based on changes in population and vehicular usage, revised behavioral tendencies, historical participation rates, and changes in both shelter assignments and the evacuation route networks.

10. The analysis shall consider a wide variety and complexity of multiple county and regions and multiple scenario evacuations, which will be determined by the City of Cape Coral and the Statewide Regional Evacuation Study Updates. Base scenarios will be developed to estimate a series of worst-case scenarios. These scenarios assume 100 percent of the vulnerable population evacuates and includes impacts from counties outside of the RPC area. These scenarios are generally designed for growth management purposes in order to ensure that all residents that choose to evacuate during an event can do so. The modeling shall test various evacuation routes, timing strategies, shelter/refuge strategies, and traffic control measures in order to minimize clearance times.

11. A sensitivity analysis shall be conducted to calculate the impacts of the following on clearance times:

a. Mobilization response curves simulating a quick, medium, and slow response to the hurricane threat;

b. Based on the FDOT Work Program and the Capital Improvements Plan (CIP) for the local area, increases in highway capacity due to roadway widening, new construction and public safety policies, or any other factors that would affect highway capacity;

c. Reduction in highway capacities based on ambient weather conditions;

d. Tendency of roadway segments to flood, based on category of hurricane;

e. Creation of new or improved roadways, such as the Del Prado Extension, and their capacity for “critical” or longest time route movement. This analysis should include what roadways are included within the MPO’s Long range Plan;

f. Drawbridge operations;

g. Percent of vehicles pulling trailers, commercial and other background;

h. When and how tourists and seasonal population will evacuate;

i. R.V. park resident’s evacuation response; and

j. Toll booth operations.

* 1. The following shall also be provided:

a. An estimate of clearance times for 2020 and 2045 from specific vulnerable evacuation zones to specific destination;

b. Estimate the number of evacuees and vehicles leaving the City, the exiting routes, which they would use, and the exiting route clearance times by category;

c. Estimate the number of evacuees and vehicles entering the City and the entering routes they would use and what they would add to clearance times by category of storm;

d. A discussion, with appropriate tables, of the 12, 18, 24, and 36 hour maximums of the number of people that can be evacuated verses the number that need to evacuate, as well as maps which depict what links will still be loaded at those intervals;

1. A map which clearly identifies evacuation routes;
2. An elevation map and a map depicting the 100-year flood plain area;

g. A table that identifies the number of vulnerable populations, the vulnerable population components (surge, mobile home/wind, shadow) and evacuation destination (friends/family, hotel/motel, public shelter, out of county, etc.) by evacuation zone; and

h. A table/matrix, which shows the anticipated number of vehicles and evacuees leaving the city, by evacuation route and by category of hurricane.

* + 1. Table/matrix which shows the number of vehicles and evacuees entering the county/region by category of storm during multi-county/regional evacuations.

1. Overall travel patterns shall account for the following:

a. In-city origins to out-of-city destinations;

b. Out-of-city origins to out-of-city destinations, known as “through” trips;

14. Recommendations - Provide recommendations that would assist in the lowering of identified clearance times including use of alternate evacuation routes, phased evacuation, specific major or intra-county traffic control, security, and blockade points and route capacity improvements. Also, identify points along critical evacuation routes where resources are necessary to keep these routes open for evacuation and post storm recovery purposes.

15. Methodology - Provide a clear and concise discussion of the transportation methodology used. At a minimum this should include a discussion of the model, the assumptions used in the modeling process, data collection techniques, information and data sources, as well as specific categorizations and enumerations of data sub-components (e.g., vulnerable population (123,456) = tourist population (12,345) + surge population (98,765) + etc.), participation rates used, evacuation destination percentages, definitions and terminology, and evacuation scenarios.

18. Regional and Multi-Regional Analysis - The impacts from the region and multiple regions should be done and provided to the City. Impacts on City, county and regional shelter supply, and the City, county and regional exiting evacuation routes clearance times, shall be determined based on scenarios, which affect part of the region, the entire region, and multiple regions. This analysis will address how the evacuation shall be handled for multiple regions evacuating at the same time. Different transportation strategies will be called for depending on which multiple regions are evacuating.

19.The last major Regional Evacuation Transportation Study Update in 2017 was conducted by CDM Smith which developed the Transportation Interface for Modeling Evacuations (TIME) to make it easier for transportation planners to use their model and implement the evacuation methodology. The current Statewide Regional Evacuation Study is also using TIME model. The TIME interface is based on an ArcGIS platform and is essentially a condensed transportation model, which provides a user-friendly means of modifying input variables that would change the clearance times for various evacuation scenarios. The evacuation model variables include a set of distinguishing characteristics that could apply to evacuation scenarios as selection criteria. If (TIME) is applicable for the Cape Coral Hurricane Evacuation Study, it could use as comparison to model results developed for this transportation analysis. These following variables may be selected using the TIME interface and allow the user to retrieve the best results from various evacuation alternatives:

* + - * 1. Analysis time period;
        2. Highway network;
        3. Behavioral response;
        4. One-way evacuation operations;
        5. University population;
        6. Tourist occupancy rates;
        7. Shelters;
        8. Counties evacuating;
        9. Evacuation level;
        10. Response curve hours; and,
        11. Evacuation Phasing.

**H. STUDY MANAGEMENT AND COORDINATION**

The city of Cape Coral staff will manage the evacuation study and assign a Project Manager to oversee the project. The MPO staff will provide support and be responsible for procurement and processing the invoices.

1. The Recipient will be responsible for study management, coordination and documentation of the Cape Coral Hurricane Evacuation Study. This effort will include work item tracking, funds management and accounting, submitting study monthly status reports, any formal meetings necessary, and report documentation. Coordination with appropriate local, county and any interested state interests will be maintained during the development of all study products. Meetings will be held at key intervals of the study process to keep all parties informed and to gather necessary input data. The Consultant shall plan to attend up to ten Cape Coral (Council or TAC) and/or MPO (Board or Committees) meetings to present progress and the final results of the study.

2. All draft documents and products will be submitted to the City of Cape Coral and the Lee MPO for review and comment prior to finalization. Meetings virtually or in person with staff will be held as appropriate to review and discuss the draft documents.

**I. SCHEDULE OF WORK AND PAYMENTS**

A. The Recipient will submit to the City of Cape Coral and the Lee MPO specified documents as described when completed. The project should be completed within one year. Monthly reports will be submitted with the invoices and must demonstrate substantial progress toward the completion of each phase. The anticipated phases for completion by sections in this scope are as follows.

Phase I - Sections A - B

Phase II - Sections C - F

Phase III and IV – Section G

B. The Recipient will provide in each monthly report an updated timeline that identifies all sections completed, dates of completion and anticipated dates for completion.

1. A total of ten printed copies of the City of Cape Coral Hurricane Evacuation Study along with digital files to be provided electronically for reproduction, as needed.

**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”** to the MPO Designee by the proposal due date of **March 31, 2021** and the name of the proposal (*Cape Coral Evacuation Study)*, and number assigned to the proposal (*RFP # MPO 2021-001).*

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 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., March 31, 2021), 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 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 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 the contract, the 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 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 MPO designee. 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 and 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, they should report such opinion or opinions to the Designee.

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 RFP 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 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 by March 18, 2021. 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:

Ms. Calandra Barraco

Lee County MPO

P.O. Box 150045

Cape Coral, Florida 33915

(239) 330-2243

[cbarraco@Leempo.com](mailto:cbarraco@Leempo.com)

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

1. 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.
2. 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.

1. **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 subConsultants. 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).

1. **Previous Performance on Similar Jobs (Maximum 25 Points)** - Ratings will be based on the firm's experience and performance on a similar project and reference checks.

The firm shall have a minimum of five (5) years acceptable professional experience with a project 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 15 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.

1. **Ability to Complete on Time and Within Budget (Maximum 20 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 project will be 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.

1. **References (5 points):** Furnish at least three (3) project references with contact names, titles, telephone numbers, email and mailing addresses.

1. **Responsiveness (5 points):** Identify the location of the firm’s staff that will work on the project 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 City of Cape Coral staff, the MPO and FDOT staff.
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
8. Federal and State forms

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. If a firm is selected to perform the work, they will be required to execute an agreement within thirty (30) days of Notice of Selection Award.

## PROPOSER’S QUALIFICATIONS

The proposer teams must meet at least two of the “Qualification, Selection and Performance Evaluation Requirements 14-75.003” provided by the FDOT.

All proposers must have a demonstrated comprehensive understanding in areas covered by the scope of work. 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 in the scope 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.

The proposer shall submit the following federal and state forms:

***Bid Opportunity List, Form No. 275-030-10; Truth in Negotiation Certificate, Form No. 375-030-30; Certification for Disclosure of Lobbying Activities, Form No. 375-030-33; Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Form No. 375-030-32*; *Vendor Certification Regarding Scrutinized Companies List, Form No. 375-030-60*; *Sworn Statement Under Section 287.133(3)(a); Drug Free Workplace Certification; E-Verify Compliance Certification.***

## 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.

1. 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.

1. Indicate how your organization will be work with the City of Cape Coral, Lee MPO 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 staff of these agencies.

1. 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.

1. 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.

1. 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.

1. Provide at least three (3) references (names, titles, addresses, e-mail and telephone number) where similar work has been provided. Provide a description of the project and the role of the firm and key individuals in performing services.

1. Provide the Insurance Requirements Certification

1. Proposer’s Checklist

1. Proposer Declaration Statement

1. **Federal and State Certification Forms:**

**Bid Opportunity List, Form No. 275-030-10; Truth in Negotiation Certificate, Form No. 375-030-30; Certification for Disclosure of Lobbying Activities, Form No. 375-030-33; Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Form No. 375-030-32; Vendor Certification Regarding Scrutinized Companies List, Form No. 375-030-60; Sworn Statement Under Section 287.133(3)(a); Drug Free Workplace Certification; E-Verify Compliance Certification.**

## 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. | | |
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|  |  |  |
| 3. INDICATE HOW YOUR ORGANIZATION WILL BE INTEGRATED WITH THE  MPO AND RESPECTIVE SUPPORT AGENCY STAFFS TO ACHIEVE A “TEAM”  APPROACH. | | | |
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|  |  |  |
|  |  |  |
| 4. PROVIDE INFORMATION THAT DOCUMENTS SUCCESSFUL AND  RELIABLE EXPERIENCE IN PAST PERFORMANCE | | |

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

### Project % Completed Contract Amount

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

### Project % Completed Contract Amount

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:

OTHER INFORMATION ABOUT PROJECTS:

1. 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.

1. PROVIDE A STATEMENT OF LITIGATION THAT THE FIRM OR STAFF IS CURRENTLY INVOLVED IN, OR HAVE BEEN INVOVED 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:

1. PROVIDE AT LEAST THREE (3) REFERENCES WHERE YOUR FIRM HAS DONE SIMILAR WORK:

OTHER REFERENCES:

Bank(s) Maintaining Account(s):

Surety/Underwriter: (if required)

1. PROVIDE INSURANCE REQUIREMENTS CERTIFICATION:

1. PROVIDE PROPOSERS CHECKLIST:

1. 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 selfinsured 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 (2 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 polices 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:

1. Worker's Compensation - Florida Statutory Requirements
2. 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

1. The insurance company shall waive all claims rights against the OWNER and the policy shall be so endorsed.
2. United States Longshoreman's and Harborworker's Act coverage shall be maintained where applicable to the completion of the work.

\_\_\_\_ Applicable \_\_X\_\_ Not Applicable

1. 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

1. 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

\_\_X\_\_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

1. 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.
2. 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.
3. Coverage shall be included for explosion, collapse or underground property damage claims.
4. 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

1. 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 \_\_X\_\_ Not Applicable

**AUTOMOBILE LIABILITY INSURANCE**

Required by this Agreement? \_\_X\_\_ Yes \_\_\_\_ No

1. 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:

\_\_X\_\_ Bodily Injury & Property Damage - $ 500,000

\_\_\_\_\_ Bodily Injury & Property Damage - $1,000,000 **UMBRELLA LIABILITY**

1. 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.
2. 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? \_\_X\_\_ Yes \_\_\_\_ No

1. 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

\_\_X\_\_ $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

1. Any deductible applicable to any claim shall be the sole responsibility of the CONSULTANT. Deductible amounts are subject to the approval of the OWNER.
2. 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.
3. 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**

1. 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**

1. 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.
2. CONSULTANT agrees to provide the following information when requested by OWNER or OWNER’S Project Manager:
3. The date the professional liability insurance renews.
4. Current policy limits.
5. Current deductibles/self-insured retention.
6. Current underwriter.
7. Amount (in both dollars and percent) the underwriter will give as a credit if the policy is replaced by an individual project policy.
8. Cost of professional insurance as a percent of revenue.
9. 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 Via Mail

815 Nicholas Parkway E. P.O. Box 150045

Cape Coral, FL 33990 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), **March 31, 2021.** (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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2021.

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



