

DATE: 10/23/2020

TO: Prospective Proposers

FROM: Lee County Metropolitan Planning Organization, Calandra Barraco,  
MPO Designee

RE: RFP NO. MPO 2020-002 – “Rail Trail Feasibility Study”

Dear Prospective Proposer:

The Lee County Metropolitan Planning Organization (MPO) is seeking a qualified firm capable of providing Transportation Planning Professional Services for undertaking a Rail Trail Feasibility Study. Please refer to the Legal Advertisement contained in the enclosed Proposal Package. All proposals are due by 3:00 pm (local time), Wednesday, November 25, 2020. All Proposals must be forwarded to the Lee County MPO, through its Designee, Ms. Calandra Barraco, via hand delivery at 815 Nicholas Parkway East, Cape Coral, Florida 33990, or via mail at P.O. Box 150045, Cape Coral, Florida 33915, or by email to [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 me by email at [cbarraco@leempo.com](mailto:cbarraco@leempo.com), or by calling me at (239) 330 - 2243.

We look forward to your participation in this process.

Sincerely,

Calandra Barraco  
MPO Designee,  
Lee County MPO



RFP NO. MPO-2020-002

REQUEST FOR PROPOSALS FOR  
RAIL TRAIL FEASIBILITY STUDY

**Date Issued: 10/23/2020**

**Due Date & Time: 3:00 P.M., Wednesday, November 25, 2020**

Prepared by:

Lee County Metropolitan Planning Organization

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## **SECTION I**

**METROPOLITAN PLANNING ORGANIZATION  
REQUEST FOR PROPOSALS  
“RAIL TRAIL FEASIBILITY STUDY”  
LEE COUNTY METROPOLITAN PLANNING ORGANIZATION**

### **LEGAL NOTICE**

The deadline established for the receipt of your sealed proposal is by **3:00 p.m.** (local time), **Wednesday, November 25, 2020**. The proposal may be delivered in person, mailed, or transmitted electronically. **All submittals shall be addressed as follows:**

Lee County Metropolitan Planning Organization  
Calandra Barraco  
RAIL TRAIL FEASIBILITY STUDY RFP NO. MPO 2020-002  
DUE 11/25/2020 by 3:00 P.M.

**VIA HAND DELIVERY** AT 815 Nicholas Parkway E., Cape Coral FL 33990  
**VIA MAIL** AT P.O. BOX 150045, CAPE CORAL, FL 33915  
**VIA EMAIL** AT [cbarraco@leempo.com](mailto:cbarraco@leempo.com)

Lee County MPO reserves the right to reject any or all proposals.

### **RFP # MPO 2020-002**

**SCOPE OF SERVICES:** This Request for Proposal (RFP) is for a qualified Transportation Planning firm to provide professional services for undertaking a Rail Trail Feasibility Study. The study will evaluate the feasibility of converting the Seminole Gulf Rail line in south Lee County from Alico Road to Bonita Beach Road to a multi-use trail through (1) a Rails to Trail option by either railbanking the corridor or acquiring a fee simple ownership of the property from SGL following a line abandonment and (2) a Rails *with* Trails option on the backs of an operating agreement with Seminole Gulf Railroad. This will ensure that the best type of rail trail is selected for this corridor. A multi-use trail conceptual plan identifying various trail alternatives and a preferred alignment will be also developed as part of the scope of services. A detailed Scope of Services can be found at [www.leempo.com](http://www.leempo.com). Please go to

Work With Us, click Rail Trail RFP, and then click Scope. The scope of services was written by the MPO.

**INVITATION TO PROPOSE:** The MPO hereby solicits proposals from a Transportation Planning firm to provide professional services for undertaking a Rail Trail Feasibility Study.

**REQUEST FOR PROPOSALS (RFP) INFORMATION AND INSTRUCTION/**

**HOW TO APPLY:** A Request for Proposals document may be obtained by writing to Ms. Calandra Barraco, Lee MPO Designee, at P.O Box 150045, Cape Coral, FL 33915, by calling at (239) 330-2243, or by email at [cbarraco@leempo.com](mailto:cbarraco@leempo.com). The RFP Packet can also be downloaded from the MPO website at [www.leempo.com](http://www.leempo.com). Go to Work with Us, click Rail Trail RFP, and then click RFP Packet. Materials will be sent by regular mail to the requester within two business days. Materials will be sent by FedEx or by 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, or by email to [cbarraco@leempo.com](mailto:cbarraco@leempo.com) by no later than 5:00 p.m., Wednesday, November 11, 2020. Proposals must then be received by the Lee County MPO, 815 Nicholas Parkway East, Cape Coral, Florida 33915, by 3:00 p.m. (local time), Friday, November 25, 2020.

This public notice was posted in the lobby of the offices of the Lee County MPO, 815 Nicholas Parkway East, Cape Coral, Florida 33915, on Friday, October 15, 2020. 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.

## **RAIL TRAIL FEASIBILITY STUDY**

### **Scope of Services**

#### **INTRODUCTION**

The Seminole Gulf Railway (SGL) is a short line freight and excursion railroad that operates on a former CSX transportation railroad line in Lee County. The rail line south of Alico Road has not been in service for a while and SGL has no immediate plans for resuming rail operations. SGL has expressed an interest in selling this rail segment or execute an operating agreement with a local government or a consortium of local governments to lease the right of way and have the consortium build and maintain a multiuse trail.

#### **PURPOSE**

The purpose of this scope of services is to evaluate the feasibility of converting the rail line south of Alico Road to Bonita Beach Road to a multi-use trail through (1) a Rails to Trail option by either railbanking the corridor, or acquiring a fee simple ownership of the property from SGL following a line abandonment and (2) a Rails *with* Trails option on the backs of an operating agreement with SGL. This will ensure that the best type of rail trail is selected for this corridor. A multi-use trail conceptual plan identifying various trail alternatives and a preferred alignment will be also developed as part of the scope of services.

The scope of services includes the following tasks (*with some tasks identified to be performed during the latter part of the study*):

#### **TASK 1 – KICKOFF MEETING & DEFINING STUDY AREA**

The CONSULTANT will schedule and conduct a project kick off meeting with the project team comprising of consultants and staff from the Lee MPO, City of Bonita Springs, and the Village of Estero within two weeks of the issuance of a Notice to Proceed. At this meeting, the CONSULTANT will present and discuss a work plan and schedule for completing the Rails Trail Feasibility Study. The CONSULTANT will also develop a preliminary map defining the study area for review and discussion at this meeting and will use the input to finalize the study area. Other topics include, but not limited to, data collection, formation guidelines and candidates for a project stakeholder committee, an outline for engaging stakeholders in public outreach activities, tools to be used for gathering public input, appraisal of rail corridor, etc. will be also discussed.

***Deliverables: The deliverables will be a work plan and schedule for completing the study and a map of the proposed study area.***

## **TASK 2 - DATA COLLECTION**

The CONSULTANT will be responsible for collecting existing/prior published data essential for the successful completion of this project. This data will include the following:

- Survey/topographic data
- Lee County Property Appraiser Maps
- Local/state government owned property in the study area
- Aerial photographs (as available)
- Drainage Maps
- Utility record drawings NRCS Soil Maps
- Cultural Resource Assessments
- Lee County/Bonita Springs/Estero Drainage Master Plan data
- Protected species and wildlife assessments
- Railroad Right-of-Way Records
- Utility Data and existing rail crossing agreements
- Railroad Right-of-Way encroachment records
- The latest Appraisal Report of the rail corridor
- Existing Physical Inventory

It is the CONSULTANT'S responsibility to coordinate and collect available data for the project. It is understood that not all desired data is available or controlled by agencies willing to provide such data. Should an agency or group not respond to repeated requests, such facts will be provided to the MPO for subsequent action. The 2013 Lee MPO Rail Feasibility Study includes some rail corridor right of way, physical inventory, and utility data, and this data will be provided by the MPO.

***Deliverables: Data collected above and applied to the feasibility evaluation of the Rails Trail Feasibility Study.***

## **TASK 3 – TITLE SEARCH (To be undertaken during latter part of the study)**

The CONSULTANT shall perform a title search of the railroad corridor to determine the ownership status of the rail right of way. This will assist in determining whether SGL has full title and ownership of the rail right of way, or if there are reversionary clauses that will revert the right of way to original grantors (or their heirs/successors/designees) if the line is abandoned. If land was granted for the use of operating a rail, the CONSULTANT will fact check if reversionary interest was ever released. The results of the title search will determine whether railbanking in pursuit of a rail to trail, or a rail with trail option should be pursued.

***Deliverables: A report summarizing the results of the title search.***

## **TASK 4 – SURVEY**

### *4.1 Critical Cross Section Survey*

Existing corridor cross sections will be taken at suitable locations along the route for general planning purposes and for the clarification of trail features and corridor problems (Limit 15 cross-sections). The focus will be to identify the various unique cross-sections of the trail for design purposes.

Special purpose surveys will be conducted at all locations of identified significant encroachment into the railroad right-of-way sufficient to determine the extent of the impact to the proposed trail (Limit 10 special surveys).

*Deliverables:*

- **Survey CAD drawings showing the above-mentioned information**
- **CD/DVD of survey data**

## **TASK 5 – TRAIL CORRIDOR REVIEW AND MAPPING**

CONSULTANT shall provide professional services to review and map the railroad corridor for the purposes of planning the trail conceptual master plan. Preliminary work to be performed under this task includes the following:

### *5.1 Review Existing Data*

The CONSULTANT shall review previously acquired data from the Lee MPO Rail Feasibility Study and any other available existing data and identify features and facts that impact the design options.

### *5.2 Site Reconnaissance*

The CONSULTANT shall tour the proposed rail corridor by foot or vehicle to gather first-hand knowledge of the corridor and identify key factors along the corridor that will affect the feasibility of design and construction of the trail. Factors to be identified include:

- Cross-section changes
- Noticeable contaminants
- Drainage features and structures
- Bridges and other structures
- Visible encroachments
- General rail condition
- Potential trail head sites
- Roadway and trail intersections

Significant features shall be documented and photographed as appropriate.

### 5.3 – Base Mapping

The CONSULTANT shall develop a corridor base map showing all significant features and right-of-way as defined in Task 5.2. The map will include:

- Corridor aerial
- Right-of-way lines
- Wetlands
- Floodplain
- Visible right-of-way encroachments
- Bridges and drainage structures
- Major utilities
- City and County owned properties adjacent to the corridor
- Existing pedestrian and bike trails, equestrian trails, greenways, golf cart crossings, animal crossings, Florida Greenways and Trail System (FGTS) Paddling Trail and the Lee County Great Calusa Blueway intersecting the railroad corridor

#### *Deliverables:*

- **Summary photos and documentation of significant trail features identified in the site visit**
- **Base map of the existing corridor with significant features labeled**

## **TASK 6 – ENVIRONMENTAL ASSESSMENT FOR WETLANDS AND PROTECTED SPECIES**

CONSULTANT shall identify environmental issues impacting the various design options and prepare an environmental assessment of these issues. This task will include the following:

### *6.1 Desktop Analysis*

CONSULTANT will review aerial photographs and publicly available GIS databases (i.e., NRCS soils, NWI inventory, SFWMD land use) to map potential wetlands and surface waters that are subject to state jurisdiction under Chapter 62-340, F.A.C. and federal jurisdiction under the U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual, 1987. CONSULTANT will also evaluate public databases to identify native upland habitats in the proposed corridor that might be subject to protection under the LDCs and Comprehensive Plans of the Village of Estero, City of Bonita Springs and Lee County. CONSULTANT will provide maps that characterize all wetland and native upland habitats in accordance with the *Florida Land Use and Forms Classification System* (FDOT 1999). The maps will also identify those habitats that are subject to protection under the LDCs and Comprehensive Plans of the Village of Estero, City of Bonita Springs and Lee County. As part of the habitat assessment, CONSULTANT will identify any areas that offer potential suitable habitat for listed species. CONSULTANT will review all relevant literature and databases (i.e., FWC, USFWS) for any known or registered state and/or federally listed

species occurring within the vicinity of the corridor. As part of this exercise, CONSULTANT will also identify any protection zones associated with known species (i.e., primary, and secondary protection zones, core foraging areas) that might overlap the project corridor. CONSULTANT will provide maps that depict locations of any known species including nests and protection zones associated with those species.

### *6.2 Cultural & Historical Resources*

CONSULTANT will complete a cultural resource desktop study of the study area. This will include a search of all current Florida Division of Historical Resources Master Site File GIS layers for previously recorded archaeological and historic resources within and nearby the project area. Lists of previously conducted cultural resource surveys and all previously recorded cultural resources, regardless of National Register of Historic Places eligibility, within one mile of the project corridor will be compiled. CONSULTANT will consult and summarize pertinent information from topographic maps, soils data, property appraiser records, historic plat maps, or historic aerial photographs as regards the presence or likelihood of archaeological sites or historic structures within the project area. Lee Trust for Historic Preservation, Southwest Florida Historical Society and Bonita Springs Historical Society will be contacted to determine whether additional resources not recorded in the Florida Master Site File are known to be present. Local, state, and federal listings of scenic streams and rivers, and scenic highways will be reviewed for the possibility of these types of resources also being present in the study area. CONSULTANT shall also examine these historical resources for anything that may contribute to the rail trail experience and generate additional interest for tourism and economic development. The results of the cultural resource desktop study will be presented in a brief letter report.

### *6.3 Field Survey*

CONSULTANT will conduct cursory walking surveys to verify the approximate extent of wetlands and native upland habitats in the proposed corridor. During the walking surveys, CONSULTANT will also conduct limited ground truthing to verify for listed species, particularly any known locations identified in the desktop analysis. For purposes of this feasibility study, ground truthing efforts through the walking surveys will only focus on those areas identified as potential wetlands or upland habitat during the desktop exercise. *Note: This task is intended as a cursory field review for habitats and listed species. It will only be conducted as a preliminary mapping exercise and will not include formal wetland delineations or listed species surveys.*

### **TASK 7 – GEOTECHNICAL** *(to be undertaken during the latter part of the study)*

There are two types of contaminants in a rail corridor including residual contaminants that may be found along any stretch of the corridor and contamination associated with adjacent industrial uses. Contaminants may include chemically treated rail ties, coal ash and cinder containing lead and arsenic, spilled or leaked liquids such as oil, gasoline and cleaning solvents, herbicides, metals, roofing shingles (asbestos) etc.

### *7.1 Contaminant Assessment*

The CONSULTANT shall examine the rail corridor for known, potential, or perceived contamination along the railroad and conduct an inventory of possible hazards as part of an initial assessment. This would be followed with non-design level soil testing. If there is a possibility that the trail corridor is contaminated, the CONSULTANT shall contact the Florida Department of Environmental Protection to check whether the property is a brownfield before conducting a thorough environmental assessment involving a Phase I Assessment.

### *7.2 Initial Assessment*

- Conduct an initial assessment and develop an inventory of potential hazards along the corridor
- Analyze potential adverse health effects caused by hazardous substances released to human and ecological receptors
- Collect available data on environmental conditions of the corridor and surrounding area

### *7.3 Soil Investigation*

The purpose of this geotechnical work will be to provide basic soil information for a Phase 1 Environmental Assessment of the trail within the railroad right of-way. It does not include design-level soil testing. The work effort will consist of:

- Up to 15 soil samples collected and analyzed for petroleum, heavy metals and chlorinated pesticide related compounds within the proposed trail right of-way.
- A field visit to visually examine and photograph the corridor and surrounding area within 50 feet from the project corridor to document existing conditions.
- Report to include soil test results with recommended action.

### *7.4 Water Testing (Optional)*

Water from groundwater wells lying outside the right of way will be tested for contaminants flowing down from the railbed.

### *7.5 Phase 1 Assessment*

The CONSULTANT shall conduct a Phase I Environmental Assessment and prepare a report summarizing the results of the assessment. The report will include the following:

- Description of development area
- Summary of records review information
- Results of existing federal and state lists review of known or suspected disposal sites
- Results of site use investigation and historical research of adjacent properties
- Summary findings of the site reconnaissance inspection of the right of way

- interpretation and conclusions
- Inquiries with neighbors, fire department personnel or local historical societies for information on train crashes
- Maps and other documentation
- Interviews with local government representatives, adjacent landowners, and state and federal officials to uncover past events in the corridor and adjacent land that may have resulted in contamination
- List of locations warranting further investigation including sampling techniques, assessment costs and if possible, an estimate of potential cleanup costs
- Itemized list of the permit process should a Phase II Environmental Assessment be required and description of each step in the process.

*Deliverables:*

- ***Inventory of potential hazards along the corridor after the due diligence process.***
- ***Soil environmental investigation report with recommendations.***
- ***Initial Assessment Report***
- ***Phase I Environmental Site Assessment Report***

## **TASK 8 – STORMWATER MANAGEMENT ANALYSIS**

### *6.1 Stormwater Design Criteria and Permit*

The CONSULTANT will review stormwater criteria set forth by the Southwest Florida Water Management District (SWFWMD), the Village of Estero, the City of Bonita Springs and Lee County and develop a memorandum summarizing applicable criteria. The CONSULTANT will review, identify, and list the appropriate permits that will be required for the stormwater elements of the project.

### *6.2 Conceptual Stormwater Plan*

CONSULTANT will tour the rail corridor and identify all significant drainage structures and features. The information will be recorded on the base map for the corridor. The CONSULTANT shall also examine the existing rail bed and right of way and interview Seminole Gulf Railway for occurrences of flooding and soil erosion during storm events. CONSULTANT shall also identify significant drainage structures and features of the Florida Greenways and Trails System Plan (FGTS) Land Trail Opportunity Corridors and other public roadways in the study area which may be considered as trail alternatives. The CONSULTANT shall develop a conceptual stormwater management plan which includes the approximate sizing and location of swales along the trail corridor that will address flooding and erosion problems. It is anticipated that the swale along the rail corridor will serve as a best management practice to provide water quality and quantity for the project.

### 6.3 Conceptual Floodplain Impacts

CONSULTANT shall examine proposed impacts to the 100-year floodplain and develop a preliminary plan to compensate for impacts to the 100-year floodplain.

*Deliverables:*

- ***A technical memorandum summarizing the findings above.***
- ***Conceptual plan for stormwater treatment and floodplain mitigation.***
- ***Calculations for the preliminary stormwater analysis and floodplain compensation.***

### TASK 9: UTILITY IMPACTS

The CONSULTANT shall evaluate utility impacts along the rail corridor. This will require touring the rail corridor, doing document research and interviews to locate existing utility co-use easements in the rail corridor, and review utility agreements. These agreements will also include aerial crossings.

Utility compensation received by current owner, utility easement transfer process and compensation to a new owner, disruption to trail activity resulting from maintenance of utilities and financial compensation by utility company and impacts to existing utilities (for example utility relocation) resulting from the construction of a trail will be also collected as part of this task.

The CONSULTANT shall also evaluate utility impacts along the FGTS Land Trail Opportunity Corridors (Three Oaks Parkway/Imperial Parkway) and other east west public roadways connecting the rail corridor to the Land Trail Opportunity Corridors that are considered as part of trail alternatives.

***Deliverable: A technical memorandum covering utilities and type, utility easements and impacts to utilities, and compensation.***

### TASK 10 – ROADWAY CROSSING AND SIGNALS

CONSULTANT shall evaluate locations where the rail corridor crosses existing roadways. This will include both public and private roadways. Crossings shall also include golf cart crossings within gated communities. Locations where FGTS Plan Land Trail Opportunity Corridors in the study area cross public roadways shall be also evaluated. This will be limited to those segments which may be considered as part of the trail alternatives. Roadway crossings involving other roadways which may be considered as part of the trail alternatives shall also be evaluated.

The evaluation will include review and documentation of:

- Existing conditions of roadway and golf cart crossing along the rail right of way.
- Existing conditions of public roadways crossing FGTS Land Trails Opportunity Corridors and other roadways which may be considered as part of the trail

alternatives

- Existing pedestrian signalization at the above locations or at the closest intersection within 500 feet of the crossing. For the rail corridor crossings CONSULTANT will review the Technical Report on the Inventory of Existing SGL Corridor under the *Lee MPO Rail Feasibility Study* for any useful data. The CONSULTANT will also review the Plan Sheets that were developed as part of this Technical Report.
- Existing traffic volumes and signal timings as currently documented.
- Roadway geometry for compliance with stopping sight distance, intersection sight distance and decision sight distance.
- Traffic and mobility safety impacts.
- Existing bike ped facilities on roadways, visible impediments to crossing, fences
- Roadway crossing treatments and/or intersection improvements required to support a trail.

*Deliverables:*

- ***Existing crossings of each roadway. Base maps will be with GPS/LIDAR data.***
- ***Existing crossing signals, signage and pavement markings as needed for enhanced level of planning for trail and roadway crossings/connections.***
- ***Sketch of each crossing with associated typical crossing plan.***

## **TASK 11 - BRIDGE AND OTHER STRUCTURE NEEDS**

Identify the need for pedestrian bridges and other structures along the rail corridor, such as boardwalks, culverts or drainage conveyance structures. No existing trestle bridges will be used to support the trail. Therefore, no inspections or evaluations will be completed on the existing trestle bridges. New bridges will be placed adjacent to the existing trestle bridges. Prefabricated steel truss bridges are anticipated to be used for all water crossings. A Bridge Development Technical Memorandum (BDTM) will be developed to select the most cost efficient and appropriate structure type for the site under consideration. Prefabricated steel truss bridges are anticipated at the following locations:

- *Across Oak Creek in Bonita Springs adjacent to the approximately 80 feet long trestle existing bridge*
- *Across the Imperial River Bridge in Bonita Springs adjacent to the approximately 73 feet long trestle existing bridge*
- *Across the Estero River in Estero adjacent to the approximately 72 feet long existing trestle bridge*
- *Across the retention ponds at the Vines Golf Course*
- *Across Mullock Creek in Estero adjacent to the approximately 40 feet long existing trestle bridge*

### **8.1 – Collect and Review of Data**

Collect existing plans, inspection reports, GIS data, and other available information pertaining to existing structures such as culverts and drainage conveyance as needed. To the extent the County, City of Bonita Spring and the Village of Estero have plans or information for related structures and road crossings at Bonita Beach Road, Corkscrew Road, Vintage Trace Circle, Golf Cart Crossing at the Vines, and Alico Road (for basic evaluation of grade separated pedestrian bridge options as explained in Task 8.2), this information will be made available to the CONSULTANT. CONSULTANT will review data provided by the local governments and developed by CONSULTANT as part of this project including survey, geotechnical data, environmental and site considerations.

### *8.2 – Bridge Development Technical Memorandum (BDTM)*

A BDTM will be developed that will evaluate environmental and site considerations, vertical and horizontal clearances, geometry, and typical sections of the structures. A basic evaluation of grade separation bridge alternatives vs at-grade crossings will be also developed for the Bonita Beach Road, Vintage Trace Circle, Corkscrew Road, and Alico Road intersections. Grade separation bridge alternative will be also examined at the Golf Cart Crossing at the Vines. The purpose of the BDTM is to select the most cost efficient and appropriate structure type for the site under consideration.

***Deliverables: Recommendations for bridge(s), and the identification of other needed structures, and a BDTM including cost estimates.***

## **TASK 12 – TRAIL OPERATION, MAINTENANCE, SAFETY AND SECURITY**

The CONSULTANT shall do the following:

- Evaluate trail user safety, public safety, and adjacent property security issues. Findings and recommendation will be documented with supporting graphics. Make recommendations regarding safety and security requirements associated with emergency access and public access. This task will also address safe access and strategies to the proposed trail from those gated communities and neighborhoods which makes trail access requests. This task will also address concerns expressed during public outreach from communities that do not want a trail next to their homes.
- Determine maintenance/management options for involved entities
- Identify roles of public and non-public agencies
- Propose the appropriate organizational structure to provide trail maintenance, operation, and security
- Identify trail maintenance tasks, both routine and periodic

***Deliverables: A report summarizing the findings and recommendations***

## **TASK 13 – EVALUATE TRAIL ALTERNATIVES AND THEIR IMPACTS, AND TRAIL CONNECTIONS**

### *Task 13.1 Trail Alternatives*

The CONSULTANT will evaluate trail alternatives within the study area that include both a Rails to Trails and a Rail with Trail Option. Trail alternatives including FGTS Land Trail Opportunity Corridors and other public roadways will be also considered among the trail alternatives to maintain the continuity of the SUN Trail Network in Lee and Collier County. Connectivity to other existing and proposed trail systems in Estero, Bonita Springs, and North Naples (Paradise Trail) will be considered during the development of these alternatives.

### *13.2 Evaluation of Trail Linkages/Connections*

The CONSULTANT will identify and evaluate potential trail linkages/connections including connections to existing and proposed local and regional parks, historic and cultural resources, and other key neighborhood destinations and potential trail generators. CONSULTANT shall also identify and evaluate connections to existing or proposed trail systems in the proximity of the rail corridor and trail alternatives in Bonita, Estero and unincorporated Lee County. Connections to the Paradise Coast Trail in North Naples will be examined as well.

## **TASK 14 – TRAIL CONCEPT PLAN AND COSTS**

### *14.1 Trail Concept Master Plan*

The CONSULTANT will develop a trail concept plan incorporating all data obtained and conclusions reached in Tasks 2 through 10. The concept plan will include Rails with Trails and Rails to Trail concepts along the rail corridor. It will also cover trail options along the FGTS Land Trail Opportunity Corridor (Three Oaks Parkway/ Imperial Parkway) and other public roadways within the study area that serve as trail alternatives to promote the continuity of the SUN Trail Network. The ‘other’ public roadways are those roadways that are proposed for connecting the rail corridor to the Land Trail Opportunity Corridor, or those that are proposed to provide connectivity and continuity to the SUN Trail Network. The Conceptual Plan will include the following elements:

- A trail location map with the defined study area
- A trail map identifying the following:
  - Trail alternatives
  - Trail features including lighting, landscaping, accessibility, shelter locations
  - Trailheads, parking, rest areas, and related facilities (restrooms, water, emergency telephone, parking, lighting, maintenance, etc.)
  - Areas with single and/or double tread pathways (bike trail separated from pedestrians)
  - Above and below ground utilities, and drainage systems
  - Trail materials (pavement type, boardwalk, etc.)
  - Areas needing natural buffers and/or screening
  - Areas for trail barriers and emergency access
  - Basic stormwater management features

- Proposed linkages to parks, schools, neighborhoods, historic resources, and other greenway/trail systems
- Right-of-way encroachment areas as identified by survey and ownership research
- Environmentally sensitive and potential contaminated areas
- Accessible facilities to comply with ADA requirements
- Places of Interest
- Six (6) conceptual design alignment options with a Preferred Alternative recommendation
  - Conceptual design alignments will include both Rails with Trail and Rails to Trail concepts along the rail corridor. Alignments will also include trail options along the Three Oaks Parkway Land Trail Opportunity Corridor and connecting roadways
  - Prepare typical sections for each alignment option
  - Establish setbacks, roadway crossing treatments, and banner requirements for each alignment option, in accordance with applicable local, state, and federal pathway design standards
- Conceptual designs of trail and roadway crossings
- Conceptual designs of pedestrian bridges and boardwalks across rivers and creeks (*This will be covered under the BDTM in Task 8.2*)
- Conceptual designs for mitigating potential conflicts between pedestrians and other potential trail users
- Identify auxiliary facilities necessary to operate the trail and provide conceptual designs for these areas such as trailheads, rest areas, parking facilities, fencing or buffer systems, drainage systems, emergency vehicle access, ADA requirements, etc. Trailheads will also include those that may be needed to be built partially or completely in public lands outside the rail right of way.
- Conceptual design for facilities required to restrict use of trail
- Wayfinding to and from the proposed trail and local destinations. This could be any one or mix including but not limited to (1) banners on light poles (2) sidewalk/shared use path/bike lane engravings (3) embedded sidewalk/shared use path/bike lane medallions (4) directional arrows (5) signage or (6) any other not among the five.

#### 14.2 Cost Estimates

CONSULTANT will prepare a separate Engineer's Opinion of Probable Costs. The cost estimates shall be developed as follows:

- Costs shall be developed for design, construction, and construction engineering
- Construction costs shall be analyzed and developed based on an assumed typical section for each planned improvement of the conceptual design alignment options
- Utilize the conceptual design, concept level quantity estimates as the basis for computing construction costs and incorporate appropriate contingency costs

- Unit costs shall be consistent with recent and nearby bids received for similar projects
- Cost estimate shall include any phased implementation plan
- Costs shall include trail development, security barriers, trail amenities, lighting and landscaping

#### *14.3 – Other Cost Development*

The CONSULTANT shall also do the following:

- Provide typical management and maintenance budgets from similar trails
- Develop a sample budget for staffing and maintenance including all anticipated cost categories with projections of operating expenses and revenues per project phase
- Identify potential sources for capital and operating revenues such as but not limited to grants, direct municipal contributions, user fees, private sector support, etc. Evaluate which are the most likely sources
- Coordinate with Trust for Public Land and include a report of the latest appraisal of the rail corridor south of Alico Road
- Determine estimate of annual fee to SGL associated with a Rails with Trail Operating Agreement

#### *Deliverables*

- ***Conceptual Plan Layout – Rails-with-Trails (hardcopy and electronic format)***
- ***Conceptual Plan Layout – Rails-to-Trails (hardcopy and electronic format)***
- ***Conceptual Plan Layout – Trail alternatives along the FGTS Land Trail Opportunity Corridor and connecting roadways***
- ***Cost estimates of the various trail alternatives***
- ***Annual fee estimate to SGL for operating a trail in the rail corridor***
- ***Appraisal cost of the rail corridor***

### **TASK 15 - PUBLIC INVOLVEMENT**

#### *15.1 Formation of Project Stakeholder Committee*

In coordination with project team the CONSULTANT shall establish a well-rounded and representative project stakeholder committee to help guide the development of the project and completion of the study. This committee may include adjacent landowners, trail users, rail providers, community and business leaders, champions of rail trails, etc. Up to 5 stakeholder committee meetings will be held to help steer the project and complete the study. The stakeholders will be also expected to participate in the public outreach activities and to that end the CONSULTANT will develop an outline for engaging the stakeholders in the public involvement process.

#### *15.2 Public Outreach Meetings*

CONSULTANT will facilitate up to ten (10) public meetings to determine the level of public interest and concerns and build support for the rail trail. Some of these meetings will be

held as public work sessions to modify the plan as needed to accommodate the public needs.

CONSULTANT is also expected to use public participation techniques like interviews with adjacent property owners, local business leaders, neighborhood, and community groups, etc., as needed.

The public participation results shall be documented in a written summary.

### *15.3 Regular Public Meetings*

The CONSULTANT will attend a BPCC, TAC, CAC and MPO Board meeting to present the draft final report. Additionally, the CONSULTANT will attend and present the plan at up to two (2) meetings each of the Village Council and the Bonita Springs City Council. Up to 4 additional public meetings will be held as needed.

The CONSULTANT will prepare maps, graphics, memo reports and handouts for staff to use at different times throughout the study to cover additional public involvement meetings as well as a tool for getting additional review and input throughout the study. It is envisioned that much of the material will be what is produced as deliverables at the completion of each of the tasks.

A draft and final report will be produced by the CONSULTANT documenting the results of the study. A draft report will be submitted to the project team for review and comments prior to producing the final draft for distribution and presentation to Committees' and Board/Council. The CONSULTANT will also develop an executive summary of the study findings and recommendations.

***Deliverables: Form Stakeholder Committee, and provide documents including an outline for engaging project stakeholders in public outreach activities, presentation materials, draft and final reports, and an executive summary.***

## **TASK 16 – PROJECT MANAGEMENT AND QUALITY CONTROL**

This task will cover project management, quality control, and project team coordination. The CONSULTANT will continuously monitor project tasks/work and budget for quality purposes. The CONSULTANT will submit monthly invoices with corresponding progress reports outlining work completed.

## **SCHEDULE AND BUDGET**

The project will be completed within eighteen (18) months after the issuance of a Notice to Proceed, or as agreed to after the project kick-off meeting. The budget for this project is \$450,000.

## GENERAL CONDITIONS AND INSTRUCTIONS TO PROPOSERS

- 1.0 **INTRODUCTION AND PURPOSE** This RFP is for providing professional services by a transportation planning firm for undertaking a Rail Trail Feasibility Study.
- 2.0 **SUBMISSION OF PROPOSALS:** The proposal shall be deemed an offer to sell a scanner system and 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 they receive the award, and a contract is executed between the MPO and the Proposer, they will deliver the equipment and perform service 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 six (6) copies of the proposal to the MPO Designee. All proposals must be submitted in a sealed envelope or package. The invitation title, RFP #, due date and time, company name, address and telephone number shall be clearly displayed on the outside of the sealed envelope or package. The delivery of responses to the MPO Office prior to the specified date and time is solely and strictly the responsibility of the Proposer. Any submittal received in the MPO Office after the specified date and time will not be considered. Responses shall be submitted on the forms provided by MPO. Additional information may be attached to the submittal. Facsimile submissions are NOT acceptable. No offer may be modified after acceptance.

The proposal format shall be 20 single sided, letter-sized pages, exclusive of resumes, staffing charts and required forms. Font size will be restricted to Ariel, 10 pitch or larger. The length of the resumes should also be limited to a maximum of two pages per person.

By submitting a proposal, the proposer declares that 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.

- 3.0 **OPENING:** Opening shall be public in the MPO Office following the advertised deadline date and time for receipt of submittals.
- 4.0 **ANTICIPATED TIMEFRAMES:** The following outlines the anticipated schedule for the RFP and contract process. The timing and sequence of events resulting from this RFP may vary and shall ultimately be determined by the MPO.

**Event Anticipated Dates:**

*Request for Proposal issued – Oct 23, 2020*

*Last Date for Submission of Questions – Nov 6, 2020*

*Request for Proposal Closes – November 25, 2020 by 3:00 PM*

*Public Opening – November 25, 2020 after 3:00 PM*

*Committee Evaluation – November 30, 2020 through December 16, 2020*

*Award Decision – December 18, 2020*

*Contract Negotiation – January 4, 2021 through January 29, 2020*

- 5.0 **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.
  
- 6.0 **PROPOSAL WITHDRAWAL:** No Proposal can be withdrawn after it is filed unless the proposer makes his/her request in writing to the MPO Designee prior to the time set for the opening of Proposals, or unless the MPO fails to accept it within thirty (30) days after the date fixed for opening.
  
- 7.0 **PROPOSER'S CERTIFICATION:** Submission of a signed Proposal is proposer's certification that the proposer will accept any awards made to him as a result of said submission of the terms contained therein.
  
- 8.0 **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.
  
- 9.0 **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.
  
- 10.0 **RELATION OF THE MPO:** It is the intent of the parties hereto that the successful proposer shall be legally considered as an independent contractor, and that neither he nor his employees shall, under any circumstances, be considered servants or agents of the Lee County MPO and the MPO shall be at no time legally responsible for any negligence on the part of said successful proposer, his servants or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

- 11.0 **TERMS:** All terms, conditions, and provisions of the contract must be strictly observed in addition to the general conditions herein described.
- 12.0 **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.
- 13.0 **EXPENSES INCURRED IN PREPARING PROPOSAL:** The MPO does not accept responsibility for any expenses incurred in the Proposal, preparation, or presentation; such expenses to be borne exclusively by the proposer.
- 14.0 **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.
- 15.0 **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.
- 16.0 **TERMINATION:** Should the contractor be found to have failed to perform his services in a manner satisfactory to the MPO as per Specification, the MPO may terminate this Agreement immediately for cause; further the MPO may terminate this Agreement for convenience with a thirty (30) day written notice. The MPO shall be sole judge of non-performance.
- 17.0 **LIABILITY:** Successful proposer will not be held responsible for failure to complete the contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, acts of God and similar occurrences making performance impossible or illegal.
- 18.0 **QUALIFICATION OF PROPOSERS:** Before the award of any contract, proposers may be required to show (to the complete satisfaction of the MPO Executive Director, or his designee), that they have the necessary facilities, ability, and financial resources, to furnish the service as specified herein in a satisfactory manner, and they 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. Proposers must be also technically prequalified with FDOT and be able to perform the standard types of work covered by **Rule Chapter 14-75 F.A.C.** Failure to qualify according to the foregoing requirements will justify the MPO in rejection of a Proposal.

19.0 **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.

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

21.0 **SCRUTINIZED COMPANIES LISTS** A Vendor is ineligible to enter into a contract with the MPO for goods or services of any amount if, at the time of entering into such contract, the Vendor is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

If the MPO determines the Vendor submitted a false certification under Section 287.135 of the Florida Statutes, the MPO shall either terminate the Contract after it has given the Vendor notice and an opportunity to demonstrate the MPO's determination of false certification was in error pursuant to Section 287.135 of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135 of the Florida Statutes are met. Therefore, all proposals, regardless of dollar value, must include a completed Vendor Certification Regarding Scrutinized Companies Lists to certify the Proposer is not on the list.

22.0 **UNAUTHORIZED ALIENS** The employment of unauthorized aliens by any Vendor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

23.0 **DIVERSITY ACHIEVEMENT** The MPO, in accordance with *Title VI of the Civil Rights Act of 1964, 42 USC 2000d- 2000d-4, Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation* issued pursuant to such Act, hereby notifies all Proposers that the MPO will affirmatively ensure that in any contract/agreement entered into pursuant to this advertisement, minority and disadvantaged business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated on the basis of race, color, national origin, or sex in consideration for an award. The MPO encourages the recruitment and utilization of small, minority, women, and service-disabled veteran businesses. The MPO, its vendors, suppliers, and consultants should take all necessary and reasonable steps to ensure that small, minority, women, and service-disabled veteran businesses have the opportunity to compete for and perform contract work for the MPO in a nondiscriminatory environment.

- 24.0 COMPETITIVE SEALED PROPOSALS VS COMPETITIVE SEALED BIDDING:** This RFP is a competitive sealed proposal. Competitive sealed proposals differ from competitive sealed bidding in several areas: a.) The criteria for evaluation of proposals are given under the paragraph titled Evaluation Criteria. Only these criteria will be used to determine the best response. (b) Awards shall be made to the Proposer whose qualifications and responses are determined to be in the best interest of the Lee County MPO.
- 25.0 AWARD ANNOUNCEMENT:** Award decision will be made by the MPO Board at its December 18, 2020 meeting following an Evaluation Committee recommendation. On the same day, the Award decision and the name of the successful Vendor will be posted on the MPO’s website at [www.leempo.com](http://www.leempo.com). Go to the Work With Us, click Rail Trail RFP, and then click Award.
- 26.0 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.
- 27.0 PROPOSAL FORM:** Each proposer must submit the Proposers Qualification Form included in this Request for Proposal.
- 28.0 SINGLE PROPOSAL:** Only one proposal from a legal entity will be considered. If it is found that a proposer is interested in more than one proposal, the proposal in which such a proposer is interested will be rejected.
- 29.0 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.
- 30.0 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 MPO Designee. Neither the MPO Executive Director nor the staff shall be responsible for oral

interpretation given either by himself or members of his staff. The issuance of a written addendum shall be the only official method whereby such interpretation will be given.

- 31.0 REQUESTS FOR CLARIFICATION/ADDENDA:** Written questions must be received no later than ten (10) working days prior to proposal acceptance date. Should any questions or responses require revisions to the RFP 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 electronically to the MPO Designee, Calandra Barraco, at [cbarraco@leempo.com](mailto:cbarraco@leempo.com). Revisions to RFP and Addenda items will be posted on the MPO website at [www.leempo.com](http://www.leempo.com). Please go to Work With Us, click Rail Trail RFP, and then click Addenda. It is the bidder's responsibility to check and verify that addenda have been issued. Failure to acknowledge addenda may result in the offer not being considered.
- 32.0 ERRORS AND OMISSIONS:** Any ambiguities, inconsistencies, uncertainties or other errors related to the RFP document of which any proposer may become aware should be directed, in writing, to the MPO designee, Calandra Barraco, at [cbarraco@leempo.com](mailto:cbarraco@leempo.com). Response to such items, if necessary, shall be made by way of an addendum, which will be posted at the MPO website.
- 33.0 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.
- 34.0 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 Board in public session. Award recommendations will be posted in the lobby of the MPO and on the website. Any actual or prospective respondent who desires formally to protest the recommended contract award must file a notice of intent to protest with the MPO Designee within two (2) calendar days (excluding weekends) of the date that the recommended award is posted. Upon filing of said notice, the protesting party will have five (5) days to file a formal protest and will be given instructions as to the form and content requirements of the formal protest.

- 35.0 **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.
- 36.0 **REQUESTS FOR ALTERNATIVE FORMAT:** The Request for Proposal is available in alternative formats upon request. It can be provided in MS Word for Windows or via email. Contact Calandra Barraco, MPO Designee, at (239) 330-2243 for details.
- 37.0 **CONFLICT OF INTEREST** Any potential conflict of interest must be disclosed to the MPO in writing. Any conflict of interest identified will be considered and evaluated by the MPO. The MPO has the sole discretion to take the steps they deem necessary to resolve the conflict. If, during the term of the Contract, a conflict or risk of conflict of interest arises, the successful proponent will notify the MPO immediately in writing of that conflict or risk and take any steps that the MPO reasonably requires to resolve the conflict or deal with the risk.
- 38.0 **SPECIAL ACCOMODATIONS** Any person with a qualified disability requiring special accommodation during Live Field Demonstrations and Oral Presentations should contact the MPO Designee, Calandra Barraco, at (239) 330-2243, or by email at [cbarraco@leempo.com](mailto:cbarraco@leempo.com) at least seven (7) days prior to the meeting. If you are hearing or speech impaired call (800) 955-8770 Voice / (800) 955-8771 (TDD).

## **SECTION II**

### **EVALUATION AND SELECTION PROCEDURE**

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

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

### **GRADING CRITERIA**

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

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

1. **Firm's Credentials (Maximum 20 Points)** - Proposer shall include a description of the proposer's business history, number of years in operation, number of employees, when the firm was established, principals of firm and any other related information.
2. **Qualifications of Staff assigned to Project (Maximum 30 Points)** – Rating will be based on the ability of individuals assigned to the proposer's team for performing the tasks in the Scope of Services in this RFP. The proposer shall provide information on the ability of the individuals on the team to perform the tasks described in the Scope of Services. This should include a narrative describing the role of and introducing each key individual in the team who will be providing the professional services specific to this RFP. If a key individual in the team has performed similar service in another project, the specific role of that individual in that project should be provided in the introduction. An organizational chart should be included that shows the functional relationships between the proposer and the MPO. This should show the lines of communication, authority and assigned responsibility. For everyone shown on the organization chart, identify their company affiliation, office location and provide a resume.

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

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.

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, whether they served as the prime or sub consultant in the contract, 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 three (3) project references with contact names, titles, telephone numbers, email and mailing addresses. Ensure that the contact person listed is currently available, and that contact information provided is still valid.

***Total Maximum Available Points: 100***

## **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 forty-five (45) 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 detailed **estimated** Consultant's Fee and Per Diem Obligation Schedule for the purpose of evaluating compensation for the delivery of consultant services. The costs identified by the proposer in the schedule will be used for information purposes only, since actual costs will not be known until individual tasks are identified. ***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, Truth in Negotiation Certificate, Form No. 375-030-30, and Vendor Certification Regarding Scrutinized Lists, Form No. 375-030-60.*

**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 transportation projects in the past five (5) years. Related project experience shall be restricted to those assignments undertaken with 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 three (3) references (name, address, and telephone number) where Transportation 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 Fee Schedule and compensation requirements.***

- 12.) **State Certification Forms: *Bid Opportunity List, Form No. 275-030-10, Truth in Negotiation Certificate, Form No. 375-030-30, and Vendor Certification Regarding Scrutinized Lists, Form No. 375-030-60.***
  
- 9.) **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)**.**

## **ADDITIONAL SUBMITTALS**

1. **Indicate how the firm’s staff assigned to this project will be integrated with staff of the MPO, the participating local government jurisdictions, and the Florida Department of Transportation to achieve a “Team” approach. Describe how the firm will coordinate, solicit, receive, and incorporate review comments from the general public, property owners, Seminole Gulf Railroad, the Project Stakeholder Committee, and advocacy groups, and how you propose to build consensus and support among the various groups for the construction of a trail along the rail corridor.**
2. Project Proposal Transmittal Letter
3. Conflict of Interest Statement

## **INSURANCE COVERAGE REQUIREMENTS**

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.

- (1) The insurance required by this Agreement shall be written for not less than the limits specified herein or required by law, whichever is greater.
- (2) 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.
- (3) 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.
- (4) All insurance coverages of the CONSULTANT shall be primary to any insurance or self-insurance program carried by the OWNER applicable to this Agreement.
- (5) 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.
- (6) 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.

- (7) 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.
- (8) 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?  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)

\$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  Not Applicable

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

Applicable  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.

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

### SECTION III

#### PROJECT PROPOSAL TRANSMITTAL LETTER

Lee County Metropolitan Planning Organization

P. O. Box 150045

Cape Coral, FL 33915-0045

Dear Metropolitan Planning Organization:

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

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

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

The proposer states that the proposal is based upon the proposal documents listed by RFP NO. MPO-2020-002.

IN WITNESS WHEREOF, WE have hereunto subscribed our name(s) on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

## PROPOSER DECLARATION STATEMENT

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

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

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

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

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

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

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

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

## PROPOSER CHECKLIST

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

Check off each the following:

- \_\_\_ 1. Project Proposal Transmittal Letter has been signed and included
- \_\_\_ 2. All information as requested in the Proposers Qualification Form is included
- \_\_\_ 3. Any addenda have been signed and included.
- \_\_\_ 4. The hand delivery envelope/postal container has been addressed to:

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

**Or Mail to:**

Lee County Metropolitan Planning Organization  
P. O. Box 150045  
Cape Coral, FL 33915-0045

**Or Electronically to:**

cbarraco@leempo.com

- \_\_\_ 5. The **mailing envelope/postal container must be sealed and marked** with Proposal Number, Proposal Title, and Due Date.
- \_\_\_ 5. The Proposal will be hand delivered or mailed or emailed in time to be received no later than 3:00 p.m. (local time), November 25, 2020. Otherwise Proposal cannot be considered.

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

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

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

DATE \_\_\_\_\_

**VENDOR CERTIFICATION REGARDING  
SCRUTINIZED COMPANIES LISTS**

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

Section 287.135, F.S. prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.475, F.S. or is engaged in a boycott of Israel. Section 287.135, F.S. also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, if the company is on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473, F.S.

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

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

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)**

## TRUTH IN NEGOTIATION CERTIFICATE

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: \_\_\_\_\_