

DATE: 7/1/2024

TO: Prospective Proposers

FROM: Calandra Barraco, Lee MPO (Designee)

RE: RFP NO. MPO 2024-01 – “Caloosahatchee D ‘Town Alternative Multimodal Feasibility Study”

Dear Prospective Proposer:

The Lee County Metropolitan Planning Organization (MPO) is seeking professional services of a qualified firm or team capable of undertaking a feasibility study to identify an alternate SUN Trail Route in Downtown Fort Myers and North Fort Myers in lieu of the existing alignment. Please refer to the Legal Advertisement contained in the enclosed Proposal Package for the time and due date for proposal submission. All Proposals must be forwarded to the Lee County MPO, through its Designee, Ms. Calandra Barraco, via email at [cbarraco@leempo.com](mailto:cbarraco@leempo.com), by hand delivery at 815 Nicholas Parkway East, Cape Coral, Florida 33990, or via mail at P.O. Box 150045, Cape Coral, Florida 33915.

The “Scope of Services” is included within the RFP Packet.

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-2024-001**

**REQUEST FOR PROPOSALS FOR  
CALOOSAHATCHEE D 'TOWN ALTERNATIVE MULTIMODAL  
FEASIBILITY STUDY**

Prepared by:

Lee County Metropolitan Planning Organization

Available Date:

July 1, 2024

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## **SECTION I**

### **REQUEST FOR PROPOSALS “CALOOSAHATCHEE D ‘TOWN ALTERNATIVE MULTIMODAL FEASIBILITY STUDY” LEE COUNTY METROPOLITAN PLANNING ORGANIZATION**

#### **LEGAL NOTICE**

Proposals for this service must be received by the Lee County Metropolitan Planning Organization (MPO), via e-mail at [cbarraco@leempo.com](mailto:cbarraco@leempo.com), hand delivery at 815 Nicholas Parkway E., Cape Coral, Florida 33990, or via mail at P. O. Box 150045, Cape Coral FL 33915, by 3:00 p.m. (local time), August 2, 2024. Lee County MPO reserves the right to reject any or all proposals.

#### **RFP # MPO 2024-001**

**SCOPE OF SERVICES:** The Lee County MPO is soliciting responses to this request for proposal, which is issued for the purpose of selecting a consulting firm or team to undertake a feasibility study for identifying an alternate SUN Trail Route in lieu of the existing alignment in Downtown Fort Myers and North Fort Myers. The firm shall be responsible for knowledge of the compliance with all relevant local, state, and federal laws and regulations, and shall be capable of completing the tasks described in the scope of services. The Scope of Services can be found here: <https://leempo.com/work-with-us/>

**INVITATION TO PROPOSE:** The MPO hereby solicits proposals for selection of a consultant or team to undertake a feasibility study for identifying an alternate Sun Trail route in lieu of the existing alignment in Downtown Fort Myers and North Fort Myers.

**REQUEST FOR PROPOSALS (RFP) INFORMATION AND INSTRUCTION/ HOW TO APPLY:** A Request for Proposals document may be obtained by contacting, in writing Ms. Calandra Barraco, Lee MPO Designee, at P.O Box 150045, Cape Coral, FL 33915, by phone: (239) 330-2243, or by email: [cbarraco@leempo.com](mailto:cbarraco@leempo.com). The RFP Packet can also be found here at <https://leempo.com/work-with-us/> Materials will be sent by regular mail to the requester within two business days. Materials will be sent by FedEx or Certified Mail, if requested, at the expense of the requestor. All requests for clarification or additional information on the RFP must be submitted in writing to the same e-mail address above by no later than 3:00 p.m., July 19, 2024. 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), August 2, 2024.

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 Monday, July 1, 2024. The Lee County MPO does not discriminate based on age, race, color, sex, religion, national origin, disability or family status. Qualified minority-owned, women-owned or disadvantaged business enterprises are encouraged to apply.

## REQUEST FOR PROPOSALS

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

### Exhibit A

## SCOPE OF SERVICES

### I. INTRODUCTION

The Lee County SUN Trail Network connecting the City of Fort Myers and North Fort Myers in unincorporated Lee County includes an alignment along Fowler Street and Evans Avenue, north of Hanson Street, which bypasses most of the City's Downtown River District attractions. Additionally, Fowler Street from Edison Bridge to Pine Island Road, is a constrained high-volume facility with only 5' wide sidewalks.

### II. PURPOSE

The purpose of this scope of services is to identify an alternate SUN Trail route to North Fort Myers via the Caloosahatchee Bridge which will provide safer mobility and accessibility for pedestrians, cyclists, and Micromobility users. The proposed study area (intended to be approximate) is from Cleveland Avenue in the west to Fowler Street/Evans Avenue in the east, and Hanson Street in the south to Littleton Road in the north as shown below in Figure 1.



The anticipated route will traverse through Central Fort Myers, Midtown, and the Downtown River District before crossing the River to North Fort Myers, all of which constitute the four (4) sections of the study area. This proposed alternate Route is anticipated to meet up with the rest of the SUN Trail Network to the south at the JYLP Trail Extension beginning at Hanson Street and Palm Avenue, and to the north either at the existing Shared Use Path on North Tamiami Trail, or the 8' wide sidewalk on the east side of North Cleveland Avenue, north of Bayshore Road (SR 78) to its terminus at Littleton Road.

The study shall include coordinating with the City of Fort Myers Carbon Reduction Study, which study investigates the viability of a bicycle, pedestrian, and transit only street(s) connecting the Downtown and Midtown districts.

The study will result in the recommendation of a preferred alignment, which can be carried forward for further development. The preferred route should be safe, feasible, cost effective, and consistent with stakeholder and community input and preferences. The study should include a strong implementation strategy, aligning near and mid-term actions with available and forecasted financial resources.

Main considerations for Study: In order to identify potential alignments, evaluate feasibility, and make a recommendation for a preferred trail alignment, the Study will need to consider a number of factors, including but not limited to the following:

- Existing bicycle and pedestrian system
- Programmed or near-term improvements
- Feasibility and desirability of both off-street and on-street options among the various potential alternatives
- Major barriers such as waterways, rail lines, and rail right of way
- Roadway and intersection classification and characteristics
- Environmental issues, such as wetlands, drainage, ROW, and utilities
- Adjacent land uses and destinations that may affect route choice.

### III. BACKGROUND REFERENCES

- Federal Laws
- BIL Act Fact Sheet
- [Bipartisan Infrastructure Law - Metropolitan Planning Program \(MPP\) Fact Sheet | Federal Highway Administration \(dot.gov\)](#)
- State Laws
- Florida Sun Trail Program
  - Section 339.81, Florida Statutes (F.S.)
  - [Chapter 339 Section 81 - 2023 Florida Statutes - The Florida Senate \(flsenate.gov\)](#)

#### IV. SCOPE OF SERVICE

##### **TASK 1: Kickoff Meeting**

The CONSULTANT will schedule and conduct a project kick off meeting consisting of the consultant and appropriate staff from Lee MPO, the City of Fort Myers, and Lee County BOCC 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 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 of a Project Stakeholder Committee (PSC), an outline for engaging stakeholders in public outreach activities, tools to be used for collecting public input, tools for trail demand and usage analysis, development of a project fact sheet, etc. These topics are covered in length under various tasks of this scope.

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

##### **TASK 2: Data Collection**

CONSULTANT will gather existing data from the MPO, local jurisdictions, state databases, web based interactive systems, etc., for review and analysis, and for mapping functions. It will be the consultant's responsibility to coordinate and collect all available data for the project. Information sought may be in the form of as-built drawings, right-of-way drawings, parcel maps, GIS data, usage data (traffic counts, Strava Metro, StreetLight, Replica, or the like), reports, etc.

##### **2.1 – Mapping**

CONSULTANT will identify and summarize mapping work in support of the study. Mapping services will result in development of a series of maps that may include, but not limited to:

1. Study Area Map and Aerials
2. Existing and Future Land Use
3. Transportation Network, Intersections, and Access Points
4. Flow and Intensity Maps by Mode - Vehicles, Pedestrian, Bicycle, Transit
5. Safety Maps (crash data, traffic volumes, speed, etc.)
6. Job Accessibility Maps
7. Utilities and Infrastructure
8. Cultural and Public Facilities
9. Environmental Inventory Information
10. Erosion and Drainage

11. Historical Sites and Structures
12. Right-of-way, Easements, and Property Ownership
13. MPO Federally Mandated Performance Measures Data
14. Socioeconomic (Income, Poverty, Race/Ethnicity, Car Ownership, Age, etc.)

**Deliverables:** Map package in GIS and PDF. Maps will be used in the Existing Conditions Analysis Memo and in the Trail Study Report as needed.

## **2.2 - Existing Conditions Analysis**

CONSULTANT will perform field visits and site investigations, review existing plans, and studies pertinent to this project (e.g. 2008 North Fort Myers Community Vision Plan, City of Fort Myers 2020 Bike Ped Master Plan), and analyze data for the study area. Assessment will likely include, but not limited to, land use and ownership records, roadway characteristics, traffic and safety data, infrastructure conditions, design standards, location of trails/side paths and transit routes, economic development and tourism opportunities, crime, environmental information, and flood map data. In conjunction with stakeholder engagement, this task should also include utility and agency coordination to identify potential conflicts, agency concerns, costs, and time impacts, and impacts on/from other projects. Also, analyze physical constraints that may affect trail alignment including (1) Flood and Erosion Hazard Areas (2) Geologically Hazardous Areas (rockfill, unstable soils, etc.) and (3) Steep topography. Observations and data collection, photo and video documentation, field measurements and geo-referencing will be taken as needed during the site visits. One of the site visits could be a field trip with Project Team members to share ideas and institutional knowledge about the area and specific roadway improvements either planned, programmed, or under construction.

**Deliverables:** Existing Conditions Analysis Memo. Findings will be used in the Existing Conditions Report and in the draft and final version of the Trail Study.

## **2.3 – Policy Analysis**

CONSULTANT will also conduct a policy analysis to determine whether any policies, regulations, or established procedures of relevant public and private agencies and organizations may support (or, conversely, hinder) the feasibility and success of potential alternative routes—and, if applicable, non-motorized transportation within the study area. This task shall result in a deliverable that identifies and discusses relevant policy, procedural, and/or programmatic issues that could affect feasibility of an alternate trail alignment within the study area, as well as how these issues may be addressed.

## **2.4 - Approved and Planned Development Analysis**

### North Fort Myers

CONSULTANT will coordinate with the County to get an update on the development of Town Centers and Neighborhood Centers recommended in the 2008 North Fort Myers



Community Vision Plan and compile latest information on approved and planned developments supporting their growth within the study limits. Goal 30 of the Lee Plan seeks to improve the community’s livability and economic vitality of North Fort Myers. The proposed Town and Neighborhood Centers in North Fort Myers are shown in **Appendix A**.

CONSULTANT will also compile information on all approved and planned developments within the study area in North Fort Myers that will help determine the Trail alternatives and types of facilities. At the end of this task, the CONSULTANT will prepare a report documenting the approved and planned developments within the project limits and identify opportunities for developing off road multi use trails and on-street shared use paths parallel to North Cleveland Avenue between the River and Pine Island Road. Such opportunities may also be considered in approved and planned developments along the east side of North Cleveland Avenue, from Bayshore Boulevard to Littleton Road.

### Central Fort Myers

CONSULTANT will coordinate with the City of Fort Myers Community Development and Engineering Department to get information on approved and planned developments along the Jackson Street corridor (outside the southern limits (Edison Avenue), and the Canal Street and Hanson Street corridors from Jackson Street to the Ten Mile Canal.

**Deliverables:** Approved and Planned Developments Memo. This memo will be part of the Appendices. Findings will be summarized in the Draft and Final Version of the Trail Study Report.

### **2.5 – StreetLight and Replica Data Analysis**

CONSULTANT will analyze StreetLight or Replica location-based probe data to report pedestrian, bicycle, and vehicular activity throughout the study area. This resource will be also used to provide origin-destination data, demographic and trip statistics, and to guide the alternatives definition process.

**Deliverables:** Data Analysis Memo. Findings and graphics will be used in the Existing Conditions Report and in the Draft and Final Version of the Trail Study Report.

### **2.6 - Latent Demand and Potential Usage**

CONSULTANT will determine the demand for and potential use of an alternate SUN Trail Route Alignment. CONSULTANT will conduct the following activities under this task:

- 1) Provide general demographics of potential trail users.
  - a) Describe the community character (urban centers, suburbs, industrial zones, etc.).
  - b) Project both current and future service area population information and demographic patterns.

- c) Develop a profile of potential trail users (bikers, walkers, micromobility users, etc.).
  - d) Conduct an equity analysis that details the vulnerable populations based on linguistics, race, income, age, and education and how the trail can be designed and positioned to benefit underserved populations.
- 2) Analyze potential demand and usage of the trail. For this analysis CONSULTANT will develop a survey and use the survey input and other available applications, such as Trail Demand Calculators and Models, if necessary, to:
- a) Estimate initial usage levels.
  - b) Project future usage levels.

This survey will be designed to also help capture demographics and any other pertinent data that may be necessary to guide the development of study objectives and measures for alternatives identification.

- 3) Identify and evaluate potential trail linkages/connectors, including possible connections to:
- a) Adjacent neighborhoods and neighboring developments for both recreational and commuter use by residents/employees.
  - b) Historic sites, cultural and natural resources, business districts and municipal and county facilities (i.e. parks, municipal buildings, etc.).
  - c) Other existing or planned multi-use trail networks along the trail corridor and on either end of the trail corridor (e.g. Gulf Coast Trail, Caloosahatchee Sugar Trail, and JYLP Trail).
- 4) Determine compatibility of trail development with adjacent land uses:
- a) Identify and address potential impacts on adjacent land uses (agricultural lands, industrial properties, school facilities, businesses, residences, etc.).

**Deliverables:** Latent and Potential Usage Memo which will be included as part of the appendices. Findings will be used in the Existing Conditions Report.

### **TASK 3: Existing Conditions Report**

CONSULTANT will draft an Existing Conditions Report including the history of the study area, appropriate maps, and findings from Task 2.2 through Task 2.6. This report will also include preliminary findings that may affect the identification and evaluation of alternatives, and a summary of any stakeholder input.

**Deliverables:** Existing Conditions Report. This will become one of the chapters of the trail study.

## **TASK 4: Alternative Analysis**

### ***4.1 - Trail Corridor Study Area Guide for Alternative Analysis***

The trail study area is divided into 4 sections. A description of each section is provided below to highlight characteristics and to serve as a road map to the CONSULTANT during alternative alignments analysis.

#### **NORTH FORT MYERS**

Alignment options within this section of the study area may include a mix of north south off road multi use trails and side paths on local roads parallel to Cleveland Avenue from the north side of the Caloosahatchee River to Pine Island Road (SR 78). This will facilitate the connection of the new 8' wide Caloosahatchee Bridge Sidewalk from North Shore Park to either the existing multi use path on North Tamiami Trail (SR 739), or the 8' wide sidewalk on the east side of North Cleveland Avenue, north of Bayshore Road (SR 78). This new sidewalk is under construction and anticipated to be completed by February 2026.

Signalized mid-block crossings and shared use paths on two east-west roadways including Pondella Road and Pine Island Road may have to be considered so that pedestrians and cyclists can safely cross and connect to off-road trails and/or side paths proposed as part of the alignment options discussed in the preceding paragraph.

CONSULTANT will also evaluate the existing shared use path (east side) on North Tamiami Trail and the 8' wide sidewalk (east side) on North Cleveland Avenue from Pine Island Road to Littleton Road and recommend improvements if needed. The connectivity between Caloosahatchee Sugar Trail and the proposed trail at the intersection of Bayshore Road and North Tamiami Trail will be evaluated, and improvements recommended as needed for mobility and safety.

#### **DOWNTOWN RIVER DISTRICT**

A mix of Downtown River District streets including West 1st Street, Heitman Street, Monroe Street, Bay Street, and Edwards Drive shall be evaluated by CONSULTANT to identify the best route connecting the Caloosahatchee Bridge sidewalk (at West First Street) to the City's proposed Pedestrian Mall. CONSULTANT will also recommend improvements to these streets as needed for accessibility and bike-ped safety as part of this trail alignment in Downtown Fort Myers.

CONSULTANT will coordinate with the City of Fort Myers on the progress and development of its Carbon Reduction Study that will evaluate the feasibility of converting Hendry Street, or a parallel street, to a Pedestrian Mall. The CONSULTANT will coordinate with the City about including the entire length of the

City's proposed Pedestrian Mall as part of the alternative alignment in Downtown Fort Myers.

### MIDTOWN

CONSULTANT will coordinate with the City of Fort Myers on the progress of the Midtown master planning efforts which will develop recommendations for streetscape typical improvements as well as design and construction phasing approaches. The City's preliminary streetscape concept for Jackson Street includes a 10' wide multi-use path connecting Midtown with the proposed pedestrian mall. To the south, the City anticipates Jackson Street could serve as the primary bicycle pedestrian corridor connecting Midtown with the proposed JYLP Trail extension that will terminate at the intersection of Hanson Street and Palm Avenue. CONSULTANT will coordinate with the City about including this corridor as part of the Preferred Trail Alignment.

### CENTRAL FORT MYERS

Since the southern project limits of Midtown project terminates at Edison Avenue, the CONSULTANT will evaluate Jackson Street from Edison Avenue to Hanson Street, and Hanson Street from Jackson Street to Palm Avenue, and recommend bike ped and micromobility use improvements. For Hanson Street, CONSULTANT shall evaluate the existing infrastructure and recommend retrofits to the road within the existing right of way that will improve accessibility and enhance bike ped safety.

The CONSULTANT shall also review the City's 2010 design plans for 4-laning Hanson Street and recommend long term improvements to the design to meet SUN Trail standards for a shared use path from Jackson Street to Palm Avenue. However, the City's 2010 design plans are not part of a committed project as of 2024.

In addition to the City of Fort Myers, any recommended retrofits/improvements to Hanson Street will require coordination with FDOT as the segment from Central Avenue (to the west) and Metro Parkway (to the east) is FDOT maintained.

CONSULTANT will also evaluate the City's east west Canal Street from Jackson Street to the Ten Mile Canal and south along the Ten Mile Canal Right of Way (across the Manual Branch Creek) as an alternative to using Hanson Street and tie with the proposed JYLP extension at the intersection of Hanson Street and Palm Avenue.

### ***4.2 - Evaluation Criteria and Analysis Methodology***

CONSULTANT will define criteria and analysis methodology to guide the evaluation of the alternatives. The methodology should be clearly described and documented before the evaluation of alternatives occurs. The criteria will be

refined as needed as the potential alternatives passes from screening to top three (3) alternatives selection, and to preferred alignment selection. While there may be only three top alternatives, variations in detail will be allowed that may result in sub-alignment options under each alternative.

**4.2.3 - Objectives and Measures** - Based on the input received from Stakeholder Interviews, Existing Conditions Analysis, and the Demand and Usage Survey, CONSULTANT will prepare study objectives and measures of effectiveness. These measures of effectiveness will serve as criteria for evaluating the alternatives. A two-tier screening system, or an alternative system may be developed to shortlist the number of alternatives. The input from the survey will also help guide alternatives identification.

#### ***4.3 - Alternatives Identification and Review***

CONSULTANT will develop a series of data sets to guide the alternative definition process. Data set series may include StreetLight or Replica data, available public Right of Way, Disadvantaged Community data, potential destinations, vehicle ownership data, transit routes, traffic volumes, data generated from the Demand and Usage Survey, etc.

The CONSULTANT will identify and review up to (6) initial potential trail alignments. While there could be as many as 6 potential trail alignments in the North Fort Myers section of the study area, potential alignments could be limited to only (2) or (3) each in the River District, Midtown, and Central Fort Myers sections. For each alignment, CONSULTANT will determine the type of facility that can be accommodated which may include a mix of off-road trail, side paths, and shared lanes on local streets. The alternatives will be determined to a planning level of detail, focused on the trail route without detailed design.

#### ***4.4 - Alternatives Evaluation and Selection***

CONSULTANT will evaluate alternative alignments based on weighted objectives and Measures developed under Task 4.2.3. The committee will review each alignment presented by the CONSULTANT and select three (3) alternatives (with variation on details that may allow for additional subalignment options under each alternative) that will be used in a Community Survey.

#### ***4.5 - Preferred Alignment Selection***

A preferred trail alignment will be selected by the Project Stakeholder Committee based on a final analysis of the alternatives, results from the Community Survey, and input from Public Workshop 2 (Task 10.7). Order of Magnitude Costs for the top Three Alternatives will be developed if it facilitates selection of the preferred alignment.

**4.5.1** CONSULTANT will prepare content and questions for developing an online Community Survey to gauge support for the top three (3) alternatives.

**4.5.2** CONSULTANT may develop Order of Magnitude Costs for all three alternatives if they facilitate the selection of preferred alignment. Costs will be then included in the Community Survey and presented at Public Workshop 2.

#### **4.6 - Opinions of Probable Cost**

The CONSULTANT will prepare a planning level of opinion of probable cost for the recommended Preferred Trail Alignment. Costs may include:

1. Land acquisition or easement purchase.
2. Trail development and proposed facilities/amenities.
3. Utility relocation needs, driveway reconstruction needs, etc.
4. Typical management and maintenance budgets based on those of similar trails.
5. All anticipated costs necessary to advance trail through to construction.

#### **Deliverables:**

- Task 4.2.3 Survey 1 and Analysis
- Task 4.5.1 Survey 2 and Analysis
- Alternatives Analysis Memo
- Opinion of Probable Cost

#### **TASK 5: Conceptual Development Plan**

CONSULTANT will develop conceptual plans of all three alternatives selected for the Community Survey unless compelling argument is provided by consultant to develop conceptual plans for only the preferred alignment. (A design charette could be held at the #3 PSC meeting to obtain input for developing high level conceptual plans for the three alternatives). These plans will reflect engineering design standards and basic right of way constraints but will not represent detailed design. CONSULTANT will explore the possibility of incorporating the alternative designs into a 3D view or a kmz file for importing to google earth. The following will be developed as part of the conceptual plans:

1. Map(s) that identify:
  - a) All three alternatives and any sub-alignments.
  - b) The location of trailheads and associated facilities/amenities (lighting, parking, signage, restrooms, water, emergency telephone, maintenance facilities, etc.).
  - c) Proposed areas for limited access (bollards, gates etc.) and provisions for emergency vehicle access.
  - d) Areas requiring natural or man-made buffers and/or screening.

- e) Areas with possible linkages to parks, schools, historic sites, neighborhoods, etc.
  - f) The map should be delivered in editable format as well as PDF and/or interactive format for public consumption.
2. Conceptual plans in 'plan' view featuring cross sections at key locations (trail and roadway crossing, etc.).
  3. Conceptual plans of pedestrian bridges and boardwalks across creeks and canals
  4. Conceptual plans for mitigating potential conflicts between pedestrians and other users (Cyclists, Micromobility users, golf carts, etc.)
  5. Conceptual plans of auxiliary facilities and amenities necessary to operate the trail such as trailheads, fencing or buffer systems (for privacy and security), trail identification and way-finding signage, drainage systems, emergency vehicle access, restricted access measures, facilities to meet the needs of persons with disabilities. 1b,1c,1d, 2,3,4 apply only to off road trail alternatives proposed in the North Fort Myers section and the Ten Mile Canal Right of Way in the Central Fort Myers section.
  6. Summary of impacted property owners and their willingness to provide necessary easements

Downtown River District Section Only

7. Conceptual designs indicating trail users using shared roadways, and existing sidewalks
8. Conceptual plans of proposed safety enhancements in Downtown streets including on-street bike facilities (bike lanes, sharrows, advisory bike lanes), crosswalks, protected intersections, traffic control devices (RRFBs, PHBs, Mid-Block Pedestrian Signals).

Midtown and Central Fort Myers Only

9. Conceptual plans of proposed facilities such as shared use paths, protected and conventional bike lanes, wide sidewalks, etc., and proposed bike ped safety devices including crosswalks, traffic control devices, protected intersections, landscaping, etc.
10. For Hanson Street, conceptual plans of proposed interim and long-term bike ped improvement.

**Deliverables:** Conceptual Plan Package. This will be included in the Appendices while selected graphics will be shown in the Draft and the Final Version of the Trail Study Report.

### **Task 6: Determine Options for Off-Road Trail Operation, Maintenance, and Security**

This may only apply to the North Fort Myers section and the Ten Mile Canal Right of Way in the Central Fort Myers section of the study area. For these sections CONSULTANT will do the following:

1. Determine trail ownership, operation, maintenance, and security options for involved entities.
2. Identify potential roles of public and non-public agencies as well as non-profit groups.
3. Identify potential opportunities for in-kind contributions from involved entities.
4. Propose an appropriate organizational structure to provide trail operation, maintenance, and security functions.
5. Identify typical routine and periodic trail maintenance tasks

***Deliverables:*** A memo summarizing findings and recommendations. This could be included as a chapter in the Draft and Final Version of the Trail Study Report.

### **TASK 7: Economic Impact**

Based on the findings from Task 2.6 and review of peer trail literature review in Florida on economic spending from trail use, CONSULTANT will determine potential economic impact of the Trail on the local economy.

***Deliverables:*** Economic Impact Memo that will be included as part of appendices. Findings will be included in the Draft and Final Version of the Trail Study Report.

### **TASK 8 - Preliminary Environmental Assessment**

CONSULTANT will perform a preliminary environmental assessment of the Preferred Trail Alternative to identify potential areas of focus under the National Environmental Policy Act (“NEPA”). This preliminary assessment will consider the appropriate environmental documents (i.e., Categorical Exclusions) and the necessary environmental analyses for the next phase of the project.

***Deliverables:*** Preliminary Assessment Summary. Findings will be included in the Final Study Report.



### **Task 9: Shared Micromobility Expansion Analysis**

Identify issues and concerns impacting the ability to operate micromobility sharing system in North Fort Myers along the selected Preferred Trail Alignment and the existing SUN Trail Network along North Tamiami Trail (north of Bayshore Road) and Bayshore Boulevard (east of North Tamiami Trail part of the Caloosahatchee Sugar Trail).

An ordinance permitting and regulating micromobility systems and use of micromobility devices on City right of way was adopted last year by the City of Fort Myers. The City is currently reviewing proposals from three (3) operators to launch shared micromobility services in Fort Myers.

As part of this task, the CONSULTANT will explore expansion of shared mobility already permitted in the City of Fort Myers to North Fort Myers via the Caloosahatchee Bridge and the selected Preferred Trail Alignment in North Fort Myers. CONSULTANT will also explore expansion along the existing SUN Trail Network along North Tamiami Trail (north of Bayshore Road) and Bayshore Boulevard (east of North Tamiami Trail).

Specifically analyze the following:

- i. Potential E-bike/E- Scooter share station locations.
- ii. Coordination with the City of Fort Myers selected shared Micromobility Operator to launch shared micromobility services to gauge interest in expanding the service to North Fort Myers.
- iii. Costs.

***Deliverables:*** Micromobility Expansion Memo. This will be included as part of the Appendices while findings will be included in the Final Trail Study Report.

### **TASK 10: Community Outreach**

CONSULTANT will develop a Community Outreach Plan that will guide the development of this study. The Community Outreach Plan will be a collaborative effort among the partner agencies working with the CONSULTANT to undertake the following outreach elements:

#### ***10.1.1 – Project Fact Sheet***

CONSULTANT will prepare a “Project Fact Sheet” that articulates the project goals, objectives, schedule, and study area. The fact sheet will include a map showing the study area with major landmarks, and the existing SUN Trail Network. The fact sheet will be available to stakeholders and the public.

#### ***10.1.2 - Contact List***

CONSULTANT will create and maintain a list of all contact information gathered at public meetings and provided in surveys.

### **10.1.3 - Create Project Website**

CONSULTANT will create and host a dedicated project website containing information on the planning process and key deliverables. Materials posted on the website may include project announcements, upcoming meeting dates, meeting materials, and draft documents for review.

### **10.1.4 – Surveys**

CONSULTANT will develop following surveys:

- *Demand and Usage Survey (Task 2.6)*
- *Community Survey (Task 4.5.1)*

### **10.1.5 - Community Outreach Meeting Materials**

CONSULTANT will assist in the creation of meeting materials.

### **10.1.6 - Planning and Facilitation of In Person Public Workshop (2)**

CONSULTANT will coordinate with MPO staff to plan and schedule two public meetings scheduled separately from regularly scheduled MPO Committee and Board meetings. The first meeting is anticipated to occur at the beginning of the project and the second one after the three alternative alignments have been selected by the PSC. CONSULTANT will facilitate the workshops and be responsible for the following:

- Venue selection
- Presentation, equipment and graphics for presentation, meeting equipment set-up and tear-down
- Roll plots, display boards and other boards such as a Welcome Board, Title VI Board, and other needed displays.
- Meeting notifications: This includes, but is not limited to, letters/emails to elected and appointed officials, press releases, and social media advertisements to be shared through the Project Advisory Group.
- A summary report no later than 10 business days following each meeting.
- Provide MPO with responses to comments no later than 5 business days following the comment period ending dates.

### **10.1.7 - Project Specific Public Meetings (6)**

CONSULTANT will facilitate up to six (6) additional public meetings to determine the level of public interest and concerns and build support for the alternate alignment. Some of these meetings may 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.

### **10.1.8 – Summary Report**

CONSULTANT will prepare a summary report of all activities conducted in this section. This summary will be included in the Final Study Report.

#### ***Deliverables:***

- Community Outreach Plan
- Project Fact Sheet
- Summary Report. This will be included in the appendices and may be also used in the development of a Public and Stakeholder Engagement Chapter in the Trail Study Report.

### **Task 11: Project Stakeholder Committee**

In coordination with the project team the CONSULTANT shall establish a well-rounded and representative Project Stakeholder Committee (PSC) to help guide the development of the project and completion of the study. The PSC will be formed at the initiation of the project and should include members of the project team, local bike ped advocacy groups, Fort Myers CRA, health organizations, local business and landowners, local park agencies, and law enforcement agencies. Consultants should expect the PSC to meet at least 3 times over the duration of the project. Stakeholders will be 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.

#### ***11.1 - Stakeholder Engagement Outline***

CONSULTANT will develop an outline for engaging stakeholders in the public outreach activities.

#### ***11.2 – Interviews***

CONSULTANT will prepare questions and conduct up to sixteen (16) one-on-one interviews with stakeholders and local governments to gauge interest and involvement within the study area. The findings will be reported to MPO Staff (will be part of 11.5). These interviews will be conducted through TEAM meeting platform.

#### ***11.3 – Project Kick-Off with PSC (1)***

CONSULTANT will conduct and facilitate one project kickoff meeting with PSC at the beginning of the project, and after the interviews. The meeting will be conducted by online video conferencing.

#### ***11.4 – Meeting Materials***

CONSULTANT will create a PowerPoint presentation template that will be edited and updated for each meeting. In addition, graphics, photos, and content for advertisement and social media will be created by

CONSULTANT. If meetings are held in person, printed materials will be provided by CONSULTANT.

#### **11.5 – Meetings (4)**

In addition to the Kickoff meeting, CONSULTANT will conduct and facilitate two in person meetings throughout the project. Two (2) extra meetings shall be reserved to be used when needed. CONSULTANT will assist in the creation of meeting materials and will be responsible for the cost of said materials (see task 11.4).

Meeting 1 - Preliminary Alternatives Review

Meeting 2 - Alternative Selection and Wrap-up

Meetings 3 & 4 – Reserved for use when needed.

#### **11.6 –Summary Report**

CONSULTANT will prepare a summary report of all activities conducted in this task.

#### **Deliverables:**

- Stakeholder Engagement Outline
- PSC Kickoff
- PSC Meeting 1
- PSC Meeting 2
- PSC Meetings 3 & 4
- PSC Summary Report. This will be included in the appendices and may be used in the development of a Public and Stakeholder Engagement Chapter in the Trail Study Report.

### **Task 12: MPO Committee and Board Meetings**

#### **12.1 Committee Meetings (7)**

CONSULTANT will prepare a presentation and present at the following meetings:

TAC (2)

CAC (2)

BPCC (2)

TMOC (1)

CONSULTANT will also prepare and provide content for MPO staff to present at the mid-point of the study.

#### **12.2 - MPO Board Meeting (2)**

CONSULTANT will prepare a presentation and present at the MPO Board Meeting twice, once at the beginning of the project and again at the end. CONSULTANT will also prepare and provide content for MPO Staff to present as and when needed.

**12.3-Project Partner Board Meetings (4)**

CONSULTANT will prepare a presentation and present at the Fort Myers City Council and the Lee County Board of Commissioners meetings, once at the beginning of the project and again at the end of the completion of the Draft Study Report. CONSULTANT will also prepare and provide content for partner staff to present as and when needed.

**12.4 – Project Status Meetings (10 or more)**

CONSULTANT will meet virtually with MPO Staff as necessary to ensure timeliness and quality of work. These meetings will be no less than one for each task.

**12.5 - Draft and Final Report**

CONSULTANT will prepare a draft and a final version of the report that summarizes the above work efforts and includes, but not limited to, the following chapters. A Table of Contents outline of the report will be prepared by the CONSULTANT for MPO approval before delivery.

1. *Executive Summary*
2. *Study Objectives*
3. *Public and Stakeholder Engagement*
4. *Existing Conditions Analysis*
5. *Plan Policy and Development Findings*
6. *Alternatives Identification*
7. *Alternatives Evaluation*
8. *Preferred Route Alternative*
9. *Conceptual Plans*
10. *Costs Estimates*
11. *Trail Operation, Maintenance, Safety and Security*
12. *Economic Impact*
13. *Shared Micromobility Expansion Analysis*
14. *Preliminary Environmental Assessment*
15. *Appendices*

**Deliverables:**

- TAC & CAC Meeting - 1
- BPCC Meeting - 1
- TAC & CAC Meeting - 2
- BPCC Meeting - 2
- Board Presentation Meeting - 1
- Board Presentation Meeting - 2
- Fort Myers City Council (Meeting 1 & 2)
- LC Board of County Commissioners (Meeting 1 & 2)
- Draft Report
- Final Report

## V. PROJECT ADMINISTRATION

**Quality Assurance/Quality Control:** CONSULTANT shall be responsible for ensuring that all work products conform to FDOT standard and criteria. This shall be accomplished through an internal quality control process performed by the CONSULTANT. The CONSULTANT will continuously monitor project tasks/work and budget for quality purposes.

**Project schedule:** The project will be completed in eighteen (18) months after the issuance of a Notice to Proceed, or as agreed to after the project kick-off meeting. The CONSULTANT will prepare and submit a detailed project schedule identifying major tasks, their durations, and tasks relationships. The CONSULTANT is responsible for keeping the schedule up to date. The beginning date of the services shall be the date of authorization for the work order. Any changes to the schedule necessitated by circumstances outside the CONSULTANT's control will be coordinated with MPO staff.

**Progress Reporting and Invoicing:** The CONSULTANT shall meet with the MPO, at a minimum, on a monthly basis and provide written progress reports describing the work performed on each task. The CONSULTANT shall submit one copy of a draft invoice package to the MPO's Project Manager for approval prior to submittal of a final version of each invoice package. Determination on whether work of sufficient quality and quantity has been accomplished will be made by the MPO's Project Manager using comparison of reported percent work completed against actual work accomplished.

**Draft Report:** A draft report shall be circulated for review and approval by all study participants, and comments shall be compiled and incorporated into the final report by the CONSULTANT. The final report shall contain an executive summary outlining how the study was conducted, the methodologies used, how the final alternative was chosen, the conclusions reached, and the public involvement process used throughout the study.

### **Budget**

The budget for this project is \$600,000.

## VI. POTENTIAL ADDITIONS TO SCOPE OF WORK

The MPO is open to expanding the scope of work. CONSULTANT may consider adding any of the following services and/or others they may like to propose if they feel they can be accomplished within the budget.

### **OPTIONAL TASK 1: Preliminary Engineering Analysis**

- a. Conduct survey and develop 30% design drawings for the preferred trail alignment in the North Fort Myers section.
- b. Develop typical cross sections.

- c. Develop preliminary engineering solutions to problematic areas (e.g. canal crossings, wash crossings, topographic challenges that will require significant earthwork, areas of problematic soils, etc.).

## **OPTIONAL TASK 2 – SMART TECHNOLOGY APPLICATION ASSESSMENT**

Innovative technology will be introduced along the alternate sun trail route to improve the “trail experience”. Accordingly, the CONSULTANT will assess existing smart trail innovative technologies that will benefit and fit appropriately within the context of a trail setting and can be adapted to the scope and needs of the community. These may include but not limited to:

- Daylight fluorescent aggregate (glow-in-the-dark hardscape materials for bike and pedestrian safety)
- Greenway surface with % of recycled materials that will improve permeability (reduce stormwater runoff)
- Automatic pedestrian and bicycle counters
- Smart benches – solar powered USB-charging ports
- Smart Waste Bins (e.g. Big Belly)
- Interactive Digital Kiosks (e.g. Rove IQ)
- Interpretative panels with bilingual voice commands
- Solar power user safety warning system
- EV Charging Station (at Trail Heads)

**Deliverables:** Deliverables will include an assessment of smart technology and a recommendation of technologies that could be used in Lee County trails as demonstration projects. Equipment and general installation cost of each piece of technology will be provided. The findings will be included in the Final Report.

## **OPTIONAL TASK 3: Preliminary Environmental Clearance**

Provide background data and preliminary analysis of the trail alternatives impact on threatened and endangered species, riparian and wetlands areas, cultural and historical resources, and other similar environmental resources as required by NEPA.

## 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 an alternate SUN Trail Alignment Feasibility Study.
- 2.0 **SUBMISSION OF PROPOSALS:** The proposal shall be deemed an offer to provide services to the MPO. In submitting a proposal, the proposer declares that they understand and agree to abide by all specifications, provisions, terms, and conditions of same. The Proposer agrees that if they receive the award, and a contract is awarded, they will perform the work in accordance with the provisions, terms and conditions of the contract.

The proposer shall submit the original properly signed in blue ink and clearly marked “Original”, and 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 22 single sided, letter-sized pages, exclusive of resumes, staffing charts and required forms. Font size will be restricted to Arial, 10 pitch or larger. The length of the resumes should also be limited to a maximum of two pages per person.

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

- 3.0 **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.



- 4.0 **PROPOSAL WITHDRAWAL:** No Proposal can be withdrawn after it is filed unless the proposer makes the request in writing to the MPO Designee prior to the time set for the opening of Proposals (4:00 p.m., August 2, 2024), or unless the MPO fails to accept it within thirty (30) days after the date fixed for opening.
- 5.0 **PROPOSER'S CERTIFICATION:** Submission of a signed Proposal is proposer's certification that the proposer will accept any awards made to them as a result of said submission of the terms contained therein.
- 6.0 **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.
- 7.0 **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.
- 8.0 **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 them nor their 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, their servants or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.
- 9.0 **TERMS:** All terms, conditions, and provisions of the contract must be strictly observed in addition to the general conditions herein described.
- 10.0 **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. Invoices shall be submitted in duplicate and with an attached progress report detailed by task.
- 11.0 **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.
- 12.0 **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.
- 13.0 **TERMINATION:** Should the consultant be found to have failed to perform their services in a manner satisfactory to the MPO as per Specification, the MPO may

terminate the contract immediately for cause. Further, the MPO may terminate the contract for convenience with thirty (30) day written notice. The MPO shall be sole judge of non-performance.

- 14.0 **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.
- 15.0 **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. Failure to qualify according to the foregoing requirements will justify the MPO in rejection of a Proposal.
- 16.0 **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.
- 17.0 **AWARD CHALLENGE:** All costs accruing from a Proposal, or an award challenged as to quality, etc. (tests, etc.) shall be assumed by the challenger.
- 18.0 **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.

- 19.0 **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.

**20.0 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.

**21.0 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.

**22.0 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.

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

**24.0 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.

**25.0 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.

- 26.0 INTERPRETATION OF PROPOSAL DOCUMENTS AND INVESTIGATION OF PROJECT:** Each proposer shall thoroughly examine the Proposal Documents, and judge for themselves all matters relating to the location and the character of the services he agrees to perform. If the proposer should be of the opinion that the meaning of any part of the Proposal Document is doubtful, obscure or contains errors or omissions, 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.
- 27.0 REQUESTS FOR CLARIFICATION:** Written questions must be received no later than July 19, 2024. Should any questions or responses require revisions to the RFP as originally published, such revisions will be by formal amendment only. 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).
- 28.0 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 their 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.
- 29.0 PROTEST PROCEDURES:** In the event of a protest in the selection process, the MPO follows Section 120.57(3), F.S. 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.

**30.0 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.

**31.0 DISCRIMINATORY VENDOR LIST:** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide 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, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity

**32.0 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. If a proposer elects to obtain the proposal in an alternative format, they must still obtain a paper copy of the proposal document through MPO Designee, so that there are no debates about how much time there was to prepare the Response Contact Ms. Calandra Barraco, MPO Designee, at (239) 330-2243 for details.

**33.0 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.

**34.0 E-VERIFY:** If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes. The Recipient shall:

- Utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
- Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

**35.0 INDEMNIFICATION AND INSURANCE:** To the fullest extent permitted by law, the contractor/consultant shall indemnify and hold harmless the MPO and the State of Florida, Department of Transportation, including the Department’s officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of the contract. This indemnification shall survive the termination of the contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient’s sovereign immunity.

**36.0 PUBLIC RECORDS:** The MPO reserves the right to unilaterally cancel a contract for failure by the contractor/consultant to comply with the provisions of Chapter 119, Florida Statutes. The contractor/consultant shall:

- I. Keep and maintain all public records resulting from the performance of service related to the contract, as required by state of Florida.
- II. Upon request from the MPO, provide the MPO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- III. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor/consultant does not transfer the records to the MPO.
- IV. Upon completion of the contract, transfer, at no cost to the MPO, all public records in possession of the contractor/consultant or keep and maintain public records required by the MPO to perform the service. If the contractor/consultant transfers all public records to the MPO upon completion of the contract, the contractor/consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor/consultant keeps and maintains

public records upon completion of the contract, the contractor/consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the MPO, upon request from the MPO, in a format that is compatible with the information technology system of the MPO.

- V. Failure by the Contractor/Consultant to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of the contract.

37.0 **Section 20.0555(5) Compliance:** The contractor/consultant agrees to comply with Section 20.055(5), F.S., and incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S. Per Section 20.055 (5), it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section.

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

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

## 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.
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 listed within this RFP.
7. The MPO Designee will compile individual rankings for each proposal to determine committee recommendations. The committee may, at their discretion, schedule presentations or interviews from the top ranked firm(s). Once the final ranking has been compiled, the Selection Committee will choose the short-listed firms based on consensus and not necessarily by the final ranking order of the firms. The final recommendation will be decided based on review of scores and rankings, discussion, and consensus of the committee.
8. Subsequent to a consensus decision, a contract shall be negotiated with the top ranked firm. Award of the contract is dependent upon successful and full execution of a mutually agreed contract.
9. Upon the successful completion of the negotiations, a contract will be presented to the MPO Board for approval.

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



## **GRADING CRITERIA**

Each member of the Selection Committee 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 20 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.

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

The typical rating for a proposer with personnel dedicated to the specific type of work proposed will receive a rating of 15 points. Additional points will be given up to the maximum allotted for this item for previous work connecting to, or directly related to, the proposed services; unparalleled experience and expertise of key personnel on the proposed team; and demonstrated working relationships among key personnel on the proposed teams (i.e., having previously worked together on similar projects).

3. **Previous Performance on Similar Jobs (Maximum 15 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 8 points. Additional points will be given up to the maximum allotted for this item for substantial experience on the same type of projects and outstanding performance on previous projects. Little or no experience on the type of project will receive fewer points.

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

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

5. **Response to Question (15 points):** Rating will be based on the firm's responses to the five questions located in page 35 and 36 of this RFP package.
6. **Innovation (10 points):** Provide examples where your firm has used innovation in the past to address tasks identified in the scope.
7. **References (5 points):** Furnish at least three (3) project references with contact names, titles, telephone numbers, email, and mailing addresses. 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.

## **PROPOSAL CONTENTS**

Proposal contents are listed below in Items 1 through 13. 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.

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 individuals shown on the organization chart, identify their company affiliation and office location, and provide a resume.
3. Indicate how your organization will be integrated with the MPO, the City of Fort Myers, Lee County, 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 transportation projects in Lee County 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 Insurance Requirements Certification.
9. Provide Proposer’s Checklist.

10. Provide Proposer Declaration Statement.
11. Complete Proposer’s Qualification Form (**This form includes items 1 through 10. Proposer may prepare the proposal as outlined under this form OR simply include a form with responses that provide a reference to longer responses somewhere within the submittal**)
12. Provide a response to the 5 additional questions specific to the project listed below:
  - 12.1. ***Will the proposer be able to undertake any of the Optional Tasks (1 through 3) within the budget provided? Provide a narrative explaining what can be undertaken.***
  - 12.2. ***Are there additional tasks not listed in this scope that are relevant to this project that proposer feels should be undertaken and can be accommodated within the budget provided?***
  - 12.3. ***What methods do you propose to engage the public, especially the disadvantaged and underserved communities, as part of this project?***
  - 12.4. ***How do you propose to develop and market the economic benefits of the new SUN Trail alignment among businesses serving Downtown Fort Myers and North Fort Myers, and the public?***
  - 12.5. ***Explain your strategy to obtain and use Streetlight or Replica data to undertake the bike pedestrian analytics in this project. Do you plan to use additional data platforms to complement Streetlight/Replica data?***
13. Complete the following Federal and State Certification Forms (Refer to Appendix for a copy of the forms):
  - 13.1. ***Conflict of Interest Certification for Consultants/Contractors***
  - 13.2. ***Title VI Nondiscrimination Assurance***
  - 13.3. ***Vendor Certification Regarding Scrutinized Companies List***
  - 13.4. ***Truth in Negotiation Certification***
  - 13.5. ***Sworn Statement Under Section 287.133(3)(a) Florida Statutes on Public Entity Crime***
  - 13.6. ***Drug Free Workplace Certification***
  - 13.7. ***E-Verify Compliance Certification***
  - 13.8. ***Section 20.055(5), F.S. Compliance Certification***

**PROPOSERS QUALIFICATION FORM**

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

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

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

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

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LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

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

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

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

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

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OTHER INFORMATION ABOUT PROJECTS:

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

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

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

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

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

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

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

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

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OTHER REFERENCES:

Bank(s) Maintaining Account(s):

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Surety/Underwriter: (if required)

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8. PROVIDE INSURANCE REQUIREMENTS CERTIFICATION:

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9. PROVIDE PROPOSERS CHECKLIST:

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10. PROVIDE PROPOSER DECLARATION STATEMENT

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

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

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

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

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

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

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

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

## **INSURANCE COVERAGE REQUIREMENTS**

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	\$5,000,000
	Products/Completed Operations Aggregate	\$1,000,000
	Personal and Advertising Injury	\$1,000,000
	Each Occurrence	\$1,000,000
	Fire Damage	\$ 50,000

- (6) The General Aggregate Limit shall apply separately to this Project and the policy shall be endorsed using the following endorsement wording. "This endorsement modifies insurance provided under the following: Commercial General Liability Coverage Part. The General Aggregate Limit under LIMITS OF INSURANCE applies separately to each of your projects away from premises owned by or rented to you." Applicable deductibles or self-insured retentions shall be the sole responsibility of CONSULTANT. Deductibles or self-insured retentions carried by the CONSULTANT shall be subject to the approval of the Risk Management Director or its designee.
- (7) The OWNER shall be named as an Additional Insured and the policy shall be endorsed that such coverage shall be primary to any similar coverage carried by the OWNER.

- (8) Coverage shall be included for explosion, collapse or underground property damage claims.
- (9) Watercraft Liability coverage shall be carried by the CONSULTANT or the SUBCONSULTANT in limits of not less than the Commercial General Liability limit shown in subparagraph (1) above if applicable to the completion of the Services under this Agreement.

Applicable  Not Applicable

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

Applicable  Not Applicable

### **AUTOMOBILE LIABILITY INSURANCE**

Required by this Agreement?  Yes  No

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

Bodily Injury & Property Damage - \$ 500,000

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

### **UMBRELLA LIABILITY**

- (12) Umbrella Liability may be maintained as part of the liability insurance of the CONSULTANT and, if so, such policy shall be excess of the Employers' Liability, Commercial General Liability, and Automobile Liability coverages required herein and shall include all coverages on a "following form" basis.
- (13) The policy shall contain wording to the effect that, in the event of the exhaustion of any underlying limit due to the payment of claims, the Umbrella policy will "drop down" to apply as primary insurance.

## PROFESSIONAL LIABILITY INSURANCE

Required by this Agreement?  Yes  No

- (14) Professional Liability Insurance shall be maintained by the CONSULTANT to insure its legal liability for claims arising out of the performance of professional services under this Agreement. CONSULTANT waives its right of recover against OWNER as to any claims under this insurance. Such insurance shall have limits of not less than:
- \$500,000 each claim and in the aggregate
  - \$1,000,000 each claim and in the aggregate
  - \$2,000,000 each claim and in the aggregate
  - \$5,000,000 each claim and in the aggregate
- (15) Any deductible applicable to any claim shall be the sole responsibility of the CONSULTANT. Deductible amounts are subject to the approval of the OWNER.
- (16) The CONSULTANT shall continue this coverage for a period of not less than five (5) years following completion of all Services authorized under this Agreement.
- (17) The policy retroactive date will always be prior to the date services were first performed by CONSULTANT or OWNER under this Agreement, and the date will not be moved forward during the term of this Agreement and for five years thereafter. CONSULTANT shall promptly submit Certificates of Insurance providing for an unqualified written notice to OWNER of any cancellation of coverage or reduction in limits, other than the application of the aggregate limits provision. In addition, CONSULTANT shall also notify OWNER by certified mail, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverages or limits received by CONSULTANT from its insurer. In the event of more than a twenty percent (20%) reduction in the aggregate limit of any policy, CONSULTANT shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy. CONSULTANT shall promptly submit a certified, true copy of the policy and any endorsements issued or to be issued on the policy if requested by OWNER.



### **VALUABLE PAPERS INSURANCE**

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

### **PROJECT PROFESSIONAL LIABILITY**

- (19) If OWNER notifies CONSULTANT that a project professional liability policy will be purchased, then CONSULTANT agrees to use its best efforts in cooperation with OWNER and OWNER'S insurance representative, to pursue the maximum credit available from the professional liability carrier for a reduction in the premium of CONSULTANT'S professional liability policy. If no credit is available from CONSULTANT'S current professional policy underwriter, then CONSULTANT agrees to pursue the maximum credit available on the next renewal policy, if a renewal occurs during the term of the project policy (and on any subsequent professional liability policies that renew during the term of the project policy). CONSULTANT agrees that any such credit will fully accrue to OWNER. Should no credit accrue to OWNER, OWNER and CONSULTANT, agree to negotiate in good faith a credit on behalf of OWNER for the provision of project-specific professional liability insurance policy in consideration for a reduction in CONSULTANT'S self-insured retention and the risk of uninsured or underinsured consultants.
- (20) CONSULTANT agrees to provide the following information when requested by OWNER or OWNER'S Project Manager:
- a. The date the professional liability insurance renews.
  - b. Current policy limits.
  - c. Current deductibles/self-insured retention.
  - d. Current underwriter.
  - e. Amount (in both dollars and percent) the underwriter will give as a credit if the policy is replaced by an individual project policy.
  - f. Cost of professional insurance as a percent of revenue.
  - g. Affirmation that the design firm will complete a timely project errors and omissions application.
- (21) If OWNER elects to purchase a project professional liability policy, CONSULTANT to be insured will be notified and OWNER will provide professional liability insurance, naming CONSULTANT and its professional subconsultants as named insured's.

### 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-2024-001.

IN WITNESS WHEREOF, WE have hereunto subscribed our name(s) on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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 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 e-mail, mailing envelope/postal container has been addressed to:

**Ms. Calandra Barraco, MPO Designee**

E-mail:

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

Via Hand Delivery

Lee County Metropolitan Planning Organization  
815 Nicholas Parkway East  
Cape Coral, FL 33990

Via Mail

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

- 5. The proposal must include the Proposal Number, Proposal Title, and Due Date.
- 6. The Proposal will be hand delivered or mailed or emailed in time to be received no later than 3:00 p.m. (local time), August 2, 2024 (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 \_\_\_\_\_

## **APPENDIX**

### ***Federal and State Certification Forms***

## CONFLICT OF INTEREST CERTIFICATION FOR CONSULTANTS/CONTRACTORS

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

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

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

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

Yes \_\_\_\_\_ No \_\_\_\_\_

Name(s)	Position(s)

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

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

**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: \_\_\_\_\_

### **Title VI Nondiscrimination Assurance**

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

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

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

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

Signature: \_\_\_\_\_

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

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



**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A).**  
**FLORIDA STATUTES ON PUBLIC ENTITY CRIME**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to \_\_\_\_\_

By \_\_\_\_\_

(print this individual's name and title)

for \_\_\_\_\_

(print name of entity submitting statements)

whose business address is \_\_\_\_\_

and if applicable whose Federal Employer Identification Number (FEIN) is \_\_\_\_\_

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement:

\_\_\_\_\_

2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(a), Florida Statutes, mean a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in a relation to the entity submitting this sworn statement. (Please indicate which statement applies).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**DRUG-FREE WORKPLACE PROGRAM CERTIFICATION**

287.087 Preference to businesses with drug-free workplace programs. --Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

**Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?**

YES

NO

NAME OF BUSINESS: \_\_\_\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

**E-VERIFY**

375-031-08  
PROCUREMENT  
OGC – 10/21

Contract No: \_\_\_\_\_

Financial Project No(s): \_\_\_\_\_

Project Description: \_\_\_\_\_

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

Company/Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

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

**SECTION 20.055 (5), F.S. COMPLIANCE CERTIFICATION FOR CONSULTANTS/CONTRACTORS**

20.055(5), F.S. states that it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Beginning July 1, 2015, each contract, bid, proposal, and application or solicitation for a contract shall contain a statement that the corporation, partnership, or person understands and will comply with this subsection.

I understand the requirements of Section 20.055(5), F.S., and agree to comply with Section 20.055 (5), F.S., and incorporate in all subcontracts the obligation to comply with Section 20.055(5).

**DATE:** \_\_\_\_\_ **SIGNATURE** \_\_\_\_\_

**COMPANY:** \_\_\_\_\_ **NAME:** \_\_\_\_\_  
(Typed or Printed)

**ADDRESS:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PHONE NO:** \_\_\_\_\_ **E-MAIL:** \_\_\_\_\_