

CENTRAL FLORIDA REGIONAL PLANNING COUNCIL  
555 E. CHURCH STREET  
BARTOW, FL 33830

**REQUEST FOR PROPOSALS (RFP)**

**REQUEST FOR PROPSALS (RFP) FOR  
“MULTI-JURISDICTIONAL TRANSPORTATION  
CORRIDOR STUDY”**



Deadline for Submittal and Opening Date/Time:  
**Tuesday, January 21, 2025 @ 4:00 p.m.**

Submit To: Shannon McPherson  
Administrative Director  
555 E. Church Street  
Bartow, FL 33830  
[smcpherson@cfrpc.org](mailto:smcpherson@cfrpc.org)

Date published: 12-18-24

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## **SECTION 1. INTRODUCTION**

The Central Florida Regional Planning Council (hereinafter the “CFRPC”) has issued a Request for Proposals (“RFP”) for qualified firms to submit proposals to conduct a Multi-Jurisdictional Transportation Corridor Study to support economic growth and development along SR 60, US 17, and US 27. The study will also address recovery activities from Hurricane Ian to support the region’s efforts to increase resiliency.

**Project Description:** Prepare a transportation corridor study to support future economic growth and development. The study will address existing conditions such as stormwater management, and economic drivers that could potentially attract private investment and enable industrial growth, job creation, increase tax revenues and expand economic opportunities within and adjacent to the identified corridors including: SR 60 from Mulberry to Lake Wales; US 17 from Polk/Hardee County line to Winter Haven; and US 27 from Frostproof to Lake Wales.

Firms submitting proposals must have proven expertise and experience in transportation, land use and economic development services. These services shall include, but not be limited to, those contemplated in this RFP as identified in Section 3 Scope of Services. The retained consultant(s) shall demonstrate specific experience and capabilities and must have personnel qualified through education and experience in the specified disciplines. Firms should provide in-house capability for all the required services but subcontracting for specialty services will be considered.

Any questions or requests for clarifications concerning this RFP shall be submitted in writing by E-mail and directed to Shannon McPherson, Administrative Director at [smcpherson@cfrpc.org](mailto:smcpherson@cfrpc.org). The following shall be referenced on all correspondence and in the subject section of the email, “Request for Proposals Multi-Jurisdictional Transportation Corridor Study.” **All questions must be received no later than January 3, 2025, 3:00 p.m.** All responses to questions/clarifications, will be posted on the CFRPC website after January 3, 2025 at the CFRPC’s earliest opportunity to provide same. No questions or requests for clarifications may be made to any project partner, CFRPC staff, or Council members, other than Shannon McPherson, Administrative Director of the CFRPC. No questions will be answered verbally, and/or, after the deadline.

## **SECTION 2. INFORMATION FOR RESPONDENTS**

Pursuant to Request for Proposals: Multi-Jurisdictional Transportation Corridor Study (“RFP”), the CFRPC is soliciting interested Respondents to submit a proposal relative to the services described herein. Respondents and entities which do not provide the information requested or which fail to meet the minimum qualification criteria shall be disqualified from further consideration. This RFP is divided into nine (9) sections:

1. Introduction
2. Information for Respondents & Schedule
3. Scope of Services
4. Submittal Requirements
5. Evaluation Criteria & Procedures
6. General Terms and Conditions
7. Special Conditions
8. Forms

### **SCHEDULE OF EVENTS**

The schedule of events, relative to this procurement shall be as follows. The CFRPC reserves the right to delay or modify the scheduled dates and to provide notice to all Respondents.

<b>No.</b>	<b>Event</b>	<b>Date</b>
1	Advertisement/ Distribution of RFP	12-18-24
2	Closing Date for Respondent Questions	1-6-25
3	Answers to Questions by Respondents	1-10-25
4	Responses to RFP Due	1-21-25
5	Evaluation Committee Meeting	TBD
6	<i>If required:</i> Oral Presentations by Short Listed Respondents	*TBD <i>If required</i>
7	Recommendation to the CFRPC	TBD
8	CFRPC to Approve Recommendation and Award	TBD

RFP responses shall be submitted via email to [smcpherson@cfrpc.org](mailto:smcpherson@cfrpc.org) no later than 4:00 p.m. local time on January 21, 2025. Any response received after January 21, 2025, at 4:00 p.m. local time on said date shall not be accepted under any circumstances. Any uncertainty regarding the time a RFP response is received will be resolved against the Respondent. The following shall be referenced on all correspondence and in the subject section of the email, “Request for Proposals Multi-Jurisdictional Transportation Corridor Study.”

The CFRPC reserves the right to reject any or all responses, to waive any or all non-material irregularities and technicalities to re-advertise for RFPs, with or without changes in the scope of work, to award in whole or in part to one or more Respondents or take any other such actions that may be deemed to be in the best interest of CFRPC.

## **SECTION 3. SCOPE OF SERVICES**

The Central Florida Regional Planning Council (the “CFRPC”) desires to create a coordinated land use, transportation, and economic development strategy to support future economic growth and development. The study will address existing conditions such as stormwater management, and economic drivers that could potentially attract private investment and enable industrial growth, job creation, increase tax revenues and expand economic opportunities within and adjacent to the

identified corridors including: SR 60 from Mulberry to Lake Wales; US 17 from Polk/Hardee County line to Winter Haven; and US 27 from Frostproof to Lake Wales.

## **PHASE 1 - PROJECT INITIATION AND ENGAGEMENT**

### **Task 1.1 - Project Initiation**

#### ***Task 1.1a- Project Work Plan***

The Consultant will create a Project Work Plan that will include an overview of the planning process, engagement strategy, and milestone schedule. The Consultant will submit a digital draft to the CFRPC and revise as needed.

#### ***Task 1.1b- Data Needs Request***

The Consultant will submit a data needs request memorandum that lists technical data (e.g., GIS data) and applicable documents (e.g., previous plans, local ordinances, approved developments). The CFRPC will be responsible for assembling and transmitting the data to the Consultant. The CFRPC will provide the Consultant with requested municipal or County-managed GIS data as available. The Consultant will obtain GIS data managed by Florida Department of Transportation (“FDOT”), including traffic volumes, crash history, roadway characteristics, planned roadway improvements, elevations, and rail crossings. The Consultant will obtain other data including demographics, community attributes, and commute patterns from the American Community Survey.

#### ***Task 1.1c- Coordination***

The CFRPC will establish a Core Team as the day-to-day decision-making body. The Consultant will conduct a monthly coordination call with the Core Team under the assumption that the planning process will last 18 months. The Consultant will provide conference call capabilities with the option to conduct web meetings. A summary of the call with an emphasis on action items will be emailed by the Consultant, as needed.

### **Task 1.2 - Engagement**

#### ***Task 1.2a - Project Branding***

The Consultant will develop a branding theme for the corridor study, which will include a project moniker, color scheme, and set of design templates such as headers/footers, mapping title blocks, and fonts. The Consultant will incorporate the brand into materials generated by the project team.

#### ***Task 1.2b - Kickoff Meeting and Corridor Tour***

The Consultant will facilitate an in-person kickoff meeting for the project to review the project work plan and discuss previous planning efforts, data collection, and project goals and objectives. The Consultant will coordinate with the CFRPC on the date and time for the meeting and tour.

#### ***Task 1.2b - Advisory Committee***

The CFRPC will appoint a Project Advisory Committee to guide the project. The Consultant will prepare materials for and facilitate up to four (4) meetings with the Advisory Committee. The Consultant will coordinate with the CFRPC on the date and time for the meetings. The CFRPC will coordinate schedules with Advisory Committee members, distribute materials in advance of the meetings (if necessary), and reserve meeting spaces. The Consultant will prepare materials, facilitate the meetings, and summarize outcomes. Preliminary objectives of the Advisory Committee meetings will be included in the engagement strategy section of the Project Work Plan.

#### ***Task 1.2c - Online Survey***

The Consultant will design and administer a single online survey. The CFRPC will lead promotion of the survey. The release of the survey will be early in the process to better understand community priorities, as well as opportunities and challenges along the SR 60, US 17 and US 27 corridors. A print

version of the survey will not be created. The Consultant will use a platform such as Survey Monkey to prepare and administer the survey. The survey will be provided in both English and Spanish.

***Task 1.2d - Stakeholder and Focus Group Sessions***

The Consultant will work with the municipalities and Advisory Committee to identify individuals and small groups that should participate in targeted stakeholder outreach. The Consultant will meet with up to twelve (12) groups, which should represent various interests within County/City government and external groups including large landowners and other stakeholders as identified by the CFRPC. The format will be determined in consultation with the CFRPC once the groups are identified. The Consultant will coordinate with the CFRPC on the date and time for the meetings. It is expected that the meetings will occur on a single day. The CFRPC will reserve meeting space, and send invitations to attendees. The Consultant will prepare materials, facilitate the meetings, and summarize outcomes.

***Task 1.2e - Community Visioning Workshop***

The Consultant will facilitate a single community visioning workshop to obtain feedback on the establishment of a vision and accompanying guiding statements for the SR 60, US 17, and US 27 corridors. The Consultant will coordinate with the CFRPC on the date and time of this event. The CFRPC will be responsible for reserving meeting space and advertising the meeting using materials developed by the Consultant. The Consultant will facilitate the community event and summarize the outcome. Materials for the Visioning Workshop will be prepared in both English and Spanish.

***Task 1.2f - Digital Content***

The Consultant will provide digital content to be included on the CFRPC's and partners' existing websites. Digital content may include a project FAQ, planning process timeline, survey advertisement, and other presentations or media developed as part of the planning process (i.e., presentations, reports, memorandums). As requested by the CFRPC, digital content will be prepared in both English and Spanish.

**PHASE 2 - CORRIDOR INVENTORY AND DISCOVERY**

***Task 2.1 - Existing Plans Review***

The Consultant will review existing plans and policies influencing growth, land use, transportation, housing, economic development, environment, and/or the provision of community services and facilities in the study area. The plans and policies will be selected in consultation with the CFRPC, no later than the first Advisory Committee meeting. Vision statements and goals from these plans will be documented to better understand how these plans relate to and inform the development of the Corridor Plan.

***Task 2.2 - Market Trends, Economic Development, and Housing***

The Consultant will analyze demographic indicators for population (e.g., growth, minority status), housing and development (e.g., age of structure, sales, building permits, vulnerability), economy (e.g., employment status, income, and poverty status), and education (e.g., education attainment, school enrollment). An assessment of the existing industry base, regional and national trends, and target industry analysis to guide economic and workforce development will be developed. The Consultant also will report on the study area's special housing needs by creating an obstacle matrix that highlights potential challenges to housing diversity (type and price point). The Consultant will report economic and market trends by analyzing baseline and historical conditions; the location, direction, and outcomes of investment decisions; and the use of real estate by various sectors of the local economy. Market trends will be presented as strengths, weaknesses, opportunities, and threats ("SWOT").

***Task 2.3 - Transportation and Infrastructure***

The Consultant will document SR 60, US 17, and US 27 corridor area, including corridor segments, major intersections/interchanges, freight movements, traffic volumes, access points/driveways, and bicycle, pedestrian, and transit conditions. Expansion opportunities and strategies to overcome impediments at airports along identified corridors should be noted. Assessments will be based on readily available data (e.g., FAA, FDOT AADT, FDOT Pedestrian and Bicycle Infrastructure Network, etc.) to reflect the quantity and quality of the study area's existing transportation network and reasonable expectations for expansion. Consideration will be given to current and future congestion and how transportation facilities serve neighboring land uses, advance economic development goals, and support public safety initiatives. Current and future opportunities for charging and broadband infrastructure, grid expansion, and other innovative energy solutions should be noted.

#### ***Task 2.4 - Stormwater and Resiliency***

The Consultant will document the stormwater management systems along SR 60, US 17, and US 27 corridors, including existing drainage patterns, stormwater infrastructure, permitted stormwater management systems, and existing flood prone areas. This assessment will be based on readily available data (e.g., GIS open data sources; WMD and FDEP permitting sites, etc.) to reflect the quantity and quality of the study area's existing stormwater infrastructure. Consideration will be given to critical public infrastructure to include airports along identified corridors and stormwater facilities that may be at risk due to flooding events. The CFRPC will provide extreme rainfall modeling results for the area.

#### ***Task 2.5 - Neighborhoods and Land Use***

The Consultant will provide a land use assessment as a series of maps that identify existing land use patterns and areas of opportunity along the SR 60, US 17, and US 27 corridors. The land use assessment will document existing land uses, future land uses, corridor design, development activity, and development status. Development status will be created based on a review of tax parcel data to show areas along the SR 60, US 17, and US 27 corridors that are developed, undeveloped, or underdeveloped. As part of this task, the Consultant will assess the health of residential neighborhoods along the SR 60, US 17, and US 27 corridors. Neighborhood health will include review of datasets pertaining to unit mix, tenure, housing age, price point, and turnover.

#### ***Task 2.6 - Natural and Built Environment***

The Consultant will report natural and built environment characteristics with maps and exhibits. The Consultant will use ArcGIS to map and analyze the corridor's physical features, including environmental areas, green infrastructure, bodies of water, wetlands and floodplains, parks (and associated facilities), places of worship, parks, cultural resources, medical facilities, historic districts and sites, land uses, and zoning. Community facilities-such as utilities; schools; libraries; government offices; airports; and fire, police, and rescue- also will be documented. The Consultant will assess the natural and built environment's contribution to community character and identify areas with mitigation considerations.

#### ***Task 2.7- Design***

The Consultant will conduct a design assessment to evaluate and inventory design characteristics with consideration of public and private realms. This assessment will be a precursor to the design strategies developed in Task 4.2. The design assessment will consider features within the right-of-way as "corridor design" and outside the right-of-way as "community design." The purpose of the design assessment will be to analyze existing corridor conditions in a way that identifies assets and opportunities.

#### ***Task 2.8- Foundations Report***



The Consultant will create a Foundations Report that summarizes the information collected and synthesized in Phase 2. An electronic copy of the draft report will be submitted to the CFRPC for review. The CFRPC will coordinate the review process with the Advisory Committee (if desired) and will provide one set of consolidated comments to the Consultant. The Consultant will revise the draft report one time based on the consolidated comments from the CFRPC and provide a digital copy of the final document.

### **PHASE 3 - VISIONING AND GOAL SETTING**

For the plan's outcomes to be defensible and implementable, residents, business owners, and other stakeholders who live, work, and play along the SR 60, US 17, and US 27 corridors need to join local staff and officials to establish a vision and set the stage for evaluating potential strategies. The intent is to make sure recommendations result from informed decisions and with confidence that they are the best short and long-term strategies to address the SR 60, US 17, and US 27 corridors. This phase will conclude with a vision statement briefing that summarizes the process and outcomes of initial engagement activities and introduces the plan's vision, goals, and objectives.

#### ***Task 3.1 - Vision and Guiding Statements***

The Consultant will work with the Advisory Committee to establish a vision statement supported by goals and objectives based on the understanding of existing conditions and the synthesis of community engagement activities, including stakeholder interviews, focus group meetings, and a vision workshop. The vision statement will be aspirational and intentionally broad and non-limiting. Short and long-term goals and objectives (or policy statements) for specific plan elements will reinforce the vision and reflect challenges facing the SR 60, US 17, and US 27 corridors as well as opportunities and assets that can be leveraged.

#### ***Task 3.2 - Policy Statements***

The Consultant will collect potential policy options during Task 3 so that potential policies can guide the development of transportation, economic development, and land use considerations in Task 4. Potential policy options will be presented to the Advisory Committee, stakeholders, and the public for consideration as appropriate.

### **PHASE 4 - CORRIDOR CONCEPTS AND ALTERNATIVES**

#### ***Task 4.1 - Transportation and Infrastructure Strategies***

The Consultant will develop transportation strategies that respond to the SR 60, US 17, and US 27 corridors conditions documented in Task 2. Strategies considered will include connectivity, access management, corridor technology, and operations. Consideration also will be given to ways to improve freight movement and promote safety. The Consultant will consider opportunities and constraints associated with utility location (i.e., overhead or underground), corridor lighting, and streetscape.

#### ***Task 4.2- Stormwater and Resiliency Strategies***

The Consultant will develop stormwater and resiliency strategies that respond to the SR 60, US 17, and US 27 corridors conditions documented in Task 2. Strategies considered will include grey and green stormwater infrastructure improvements, floodplain management, asset management, and operations. Also, consideration will be given to mitigation and adaptation strategies to improve the community's resilience. The Consultant will consider opportunities and constraints associated with the SR 60, US 17, and US 27 corridors.

#### ***Task 4.3- Land Use and Design Strategies***

The Consultant will consider the corridor vision, online survey results, and current inventory assessments to identify strategies for the SR 60, US 17, and US 27 corridors that promote the desired use, scale, and form of development. The land use strategies will identify opportunity areas for growth



and redevelopment. The land use strategy will include a stylized map and supporting narrative. The Consultant also will provide design strategies for future development (e.g., form, massing, connectivity, and integration) using best practices. Streetscape design best practices will be provided for wayfinding, branding, landscaping, lighting, and monumentation, as appropriate. This task will also provide strategies for neighborhood stabilization and improvement.

Design strategies will be organized into two groups: community design and corridor design. The Consultant will communicate community design strategies with consideration for how incremental changes to the built environment can contribute to broader goals associated with land use and transportation. The Consultant will describe community design in physical terms that may include form, massing, connectivity, and integration. These descriptions will be supported with strategies such as regulatory tools, design guidelines, and policies.

The Consultant will communicate corridor design strategies with consideration for how the public realm can contribute to the community design strategies and influence positive mobility behaviors such as travel speeds, mode choice, and travel safety. The Consultant will describe corridor design through a combination of projects, design guidelines, and programs.

#### ***Task 4.3- Economic Development Strategies***

The Consultant will develop a set of market and economic development strategies based on the land use, transportation, and infrastructure strategies. The market strategies will define retail characteristics based on a high-level retail analysis and consideration of precedent analysis on evolving retail corridor revitalization strategies. Commercial corridor real estate market fundamentals will be assessed to understand the nature and level of activity for commercial office and retail space in the study areas. The resulting strategies will respond to adjacent community development patterns and their potential impact on the SR 60, US 17, and US 27 corridors.

#### ***Task 4.4-Action Plan***

The Consultant will create an action plan that communicates a tiered set of priority actions aimed at corridor development. The inventory will explain initiatives, programs, order of magnitude cost (when applicable), who is best positioned to lead, what partners need to be engaged, and potential funding sources. The Consultant will prioritize plans, programs, policies, and projects into implementation tiers for short- and intermediate- term opportunities (e.g., 5 to 10-year horizon) and longer-term strategic investments. As part of the action plan, the Consultant will work with the CFRPC to identify potential funding strategies for high-priority initiatives. These strategies will consider opportunities for public/private partnerships and innovative financing, where applicable. The action plan will be designed to allow decision-makers to track progress and schedule future year improvements.

### **PHASE 5 – REPORTING AND ACCEPTANCE OF FINAL REPORT**

#### ***Task 5.1 – Final Report***

The Consultant will create a summary report to communicate the process and outcomes. The Consultant will provide an outline that describes the major elements, sections, and maps to be included in the draft report. An electronic copy of the draft report will be submitted to the CFRPC for review. The CFRPC will coordinate the review process and will provide one set of consolidated comments. The Consultant will revise the draft report based on the consolidated comments and provide a draft final version for review by the CFRPC. Following a final revision based on a single set of consolidated comments, the Consultant will produce the final report and present the plan to the CFRPC. The CFRPC will be responsible for printing, if desired.

#### ***Task 5.2 – Board and/or Commission Presentations***

The Consultant will participate in up to four (4) presentations to local boards and/or commissions. The Consultant will coordinate with the CFRPC on the audience and timing of these presentations; however, it is assumed that one presentation will occur as a mid-progress update, and one will occur

during the adoption process (i.e., public hearing). The CFRPC will ensure the study appears on the agenda. The Consultant will prepare materials for the presentations. Additional presentations can be accommodated as additional services.

***Task 5.3 – Technical Data and Digital Files***

Following acceptance of the final report, the Consultant will compile technical data (e.g., spreadsheets and GIS map packages and geodatabase) and digital files (report, images, graphics, and maps) for delivery via USB or ShareFile.

**ADDITIONAL SERVICES**

Any services not specifically provided for in the above scope will be considered additional services and can be performed at hourly rates agreed upon via negotiation and an Agreement Addendum. Additional services include, but are not limited to, the following:

- Additional traffic analysis
- Land use ordinance and code writing
- Full roadway design services
- Roadway design
- Construction phase services
- Water and wastewater design
- Landscape planning
- Additional meetings not already identified in the scope of services
- Both parties must agree in writing prior to any additional services or work is begun.

## **SECTION 4. SUBMITTAL REQUIREMENTS AND INSTRUCTIONS**

All responses must be received by January 21, 2025, at 4:00 p.m. via email to [smcpherson@cfrpc.org](mailto:smcpherson@cfrpc.org). All responses must be received by the due date and time. Responses received after the due date and time will not be considered.

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the Responses be organized in the manner specified. Failure to do so may deem a submitted Response as non-responsive. The following information and documents, as well as the manner and order specified below are required for the Responses. Failure to provide the information as requested may cause the Response to be deemed nonresponsive.

In the event the CFRPC requests hard copies of a proposal, the specifications and all executed Proposal Forms must be submitted in person to the CFRPC office, labeled "Attention: Shannon McPherson" and received within 3 business days of request for hard copy. An authorized representative of the Proposer must sign all Proposals. The face of the Proposal envelope must be plainly marked identifying the item(s) and the date of the Proposal opening. No Proposals will be accepted after closing time for receipt of Proposals, nor will any offers by telephone, fax or internet e-mail be accepted.

### **Proposal Format and Preparation**

(a) The following paragraphs detail the instructions and order to be followed in preparing a response to this RFP. The CFRPC reserves the right to reject any proposal as non-responsive, in its sole and absolute discretion, if the proposal fails to include any of the required information or fails to present the information in the specified order.

(b) Respondents shall submit the proposals via email to [smcpherson@cfrpc.org](mailto:smcpherson@cfrpc.org). All responses must be received by the due date and time. Responses received after the due date and time will not be considered. Proposals must be received in the location and before the time and date on the solicitation cover sheet.

(c) Each part of the proposal should be clearly labeled and tabbed for easy reference. The proposal shall be submitted in a PDF document on letter size, 8 ½" by 11" format.

(d) To aid in the timely, effective review of all proposals, it is required that each Respondent closely follow the content requirements provided below.

(e) Proposals shall include a "Table of Contents" identifying the page numbers of where to find the various sections included in the proposal. Failure by a Respondent to respond to any of the following requirements may be a basis for elimination from consideration during the evaluation.

In addition to other requirements stated in this RFP, to be eligible to respond, the Respondent shall submit a response that includes all of the following information, appropriately tabbed, in the order provided for below.

### **TAB A: COVER LETTER, TABLE OF CONTENTS**

1. Transmittal Letter and Table of Contents: Provide a cover letter no longer than two (2) pages in length, signed by an authorized representative of your firm summarizing the respondent's understanding of the work to be performed, the commitment to perform the work, a statement why the firm believes itself to be best qualified to perform the engagement, and a statement that the response remains in effect for three hundred and sixty-five (365) days. An authorized agent of the respondent must sign the Letter of Transmittal indicating the agent's title or authority. In addition, the letter should disclose the name of the contracting agent and primary contact person, his/her title, address, phone number, fax number and email address. The table of contents should follow the cover letter.

**TAB B: QUALIFICATIONS, EXPERIENCE AND BACKGROUND– (35 POINTS)**

1. Evaluation will include an assessment of such items as the history of your company and professional experience as it is related to the requirements within this RFP.
2. Provide a detailed description of the firm’s knowledge, expertise, and capabilities as they relate to each phase outlined in the scope of work.
3. Respondent should demonstrate they have experience in implemented billing practices and procedures per government accounting specifications.
4. Provide a list of current relevant clients including client name, address, contact person, telephone number, e-mail, project start and end date as well as a project description, actual or capitalized billing size, areas of service and length of relationship. References should be for similar or related projects. Note clients who may be contacted.
5. Respondent should demonstrate a working knowledge of the issues and challenges associated with inter-agency coordination, stakeholder and community involvement as it relates to the scope of work.
6. Provide a statement whether the respondent is local, national, or international.
7. Provide a minimum of three (3) references for similar work. Preference will be given to respondents with government experience. Provide a list and brief description of similar contracts of similar size, with location, dates of contract service, contact name, phone number, type of services provided, and address of proprietor(s). Respondent is responsible for verifying correct phone numbers and contact information. Failure to provide accurate data may result in the reference not being considered.

**TAB C: EXPERIENCE AND QUALIFICATIONS OF ASSIGNED STAFF (35 POINTS)**

Staff Qualifications: Present the staffing plan, identify the project manager, key project team members and/or subconsultants. Only include personnel who will be working on the project. Give a brief resume of key persons to be assigned to the project including, but not limited to:

1. Name and title
2. Percentage of time to be assigned full time to this project
3. How many years with this firm
4. How many years with other firms
5. Experience:
6. Types of projects
7. What were the specific project involvements
8. Education
9. Active registration
10. Other experience and qualifications that are relevant to this project

**TAB D: APPROACH TO SCOPE OF WORK (35 POINTS)**

The respondent should present their approach to delivering the services outlined in the scope of work for the project. Knowledge of the County and cities and outline any past experience working with the County, municipalities and the CFRPC. State your project management plan, firm’s interpretation of scope, and method of approach. Define personnel, consultants, and resources, available to meet the requirements.

Provide information regarding any proposed innovative concepts that may enhance value and quality, any favorable cost containment approaches or additional or alternative ideas that may be successful if implemented.

**TAB E: EXCEPTIONS – (NO POINTS)**

Exceptions to, or variances from, any portion of this RFP, including the Statement of Work, Schedules, Special Provisions, General Provisions, etc., shall not be considered unless the Respondent specifically identifies them in TAB E of its proposal. Exceptions are, however, strongly discouraged and may not be accepted.

**TAB F: ATTACHMENTS – PRICE PROPOSAL (NO POINTS)**

The responder shall attach all fully completed and executed RFP Forms for Submittal:

Form 1: Proposal Checklist

Form 2: Company Qualifications Questionnaire

Form 3: Certificate of Authority (Complete one of the two forms as applicable)

Form 3A: Certificate of Authority (for Corporations or Partnerships)

Form 3B: Certificate of Authority (for Individuals)

Form 4: Acknowledgment of Addenda

Form 5: Single Execution Affidavit - General Contracts Affidavit (*contains all affidavits listed below*)

- Americans with Disabilities Act Compliance Affidavit
- Public Entity Crimes Affidavit
- No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics Affidavit
- Business Entity Affidavit
- Non-Collusion/Anti-Collusion Affidavit
- Scrutinized Companies Affidavit
- Acknowledgment, Warranty, and Acceptance
- Ownership Disclosure Affidavit
- Truth in Negotiation Certificate (If applicable)
- Prohibition on Contingent Fees
- Foreign Country of Concern
- E-Verify Affidavit
- Drug-Free Workplace Affidavit
- SCOP/SCRAP FDOT

Form 6: Single Execution Affidavits-Federal Aid Affidavit (*contains all affidavits listed below*)

- Disadvantaged Business Enterprise
- Affirmative Action Compliance
- Certification of Independent Price Determination
- Certification of Non-Segregated Facilities
- Certification for Disclosure of Lobbying Activities on Federal Aid Contracts (Compliance with 49 CFR, §20.100(b))
- ARPA Compliance

Form 7: Dispute Disclosure

Form 8: Key Staff and Proposed Subcontractors

Form 9: Reference Letters

Form 10: IRS Form W-9

Form 11: Proof of Required Insurance

Form 12: Price Proposal - The price proposal shall include all costs and expenses including the proposed staffing plan, expected hours and staffing costs. The Proposer shall provide the hourly rates, and any rates for additional services. The prices and rates shall be all inclusive of labor, equipment, maintenance, fuel, delivery costs, travel time, per diem and any other travel or miscellaneous expenses.

## SECTION 5. EVALUATION CRITERIA & PROCESS

The award of an agreement shall be made to the responsible Consultant whose proposal is determined to be most qualified and advantageous to the CFRPC. Proposals will be evaluated according to the following criteria and respective weight.

<b>Criteria</b>	<b>Maximum Points</b>
<b>Firm Qualifications</b> (Qualifications of the firm; number of years firm has been in business; reference/past performance; current workloads)	<b>35</b>
<b>Experience and Qualification of Assigned Staff</b> (Adequacy of staffing plan, staff's experience, qualifications and technical capabilities)	<b>35</b>
<b>Approach to Scope of Work</b> (Understanding the scope of work and knowledge of the County and surrounding area, ability to comply with the full scope of work, method of approach)	<b>35</b>
<b>Price Proposal (Must be provided)</b>	<b>105 POINTS</b>

### Evaluation Process

**Staff Level Review for Compliance with Minimum Requirements.** A member of the CFRPC Staff shall review and evaluate the responses submitted to ensure the minimum requirements of the RFP have been met. The CFRPC Staff may reject those responses that do not meet the minimum requirements of the RFP.

**Evaluation Committee Review.** The CFRPC will appoint an Evaluation Committee to review and evaluate the responses. The Committee reserves the right to request additional information or seek clarifications as deemed necessary. Failure to comply with any mandatory requirements may disqualify a response. The Committee reserves the right to conduct interviews or require presentations prior to finally ranking the firms. The Committee shall select in order of preference and rank the firm(s) it deems the most highly qualified to perform the required services using evaluation factors including, but not limited to, the criteria set forth above.

**Oral Presentations (if requested by Evaluation Committee).** The Evaluation Committee may call the short-listed Firms for oral presentations before the Evaluation Committee regarding their Response, approach to the Services, and ability to furnish the required Services. Additional details on the oral presentations may be provided to the short-listed Consultants. The CFRPC will notify the Firms where the oral presentations, if any, will be conducted.

**Recommendation to the CFRPC.** After ranking the respondents deemed qualified by the Evaluation Committee, the CFRPC will present a recommendation to the CFRPC Board with the Evaluation Committee's rankings and recommendations for consideration.

**CFRPC Meeting to Select Consultant(s).** The CFRPC Board may select the Consultant(s) that it determines are the most qualified, taking into consideration all aspects of the Consultant's Response. The CFRPC Board shall have the final authority to approve the Consultant(s) recommended by the Evaluation Committee and approve the CFRPC Executive Director to negotiate and execute the Agreement.

**The CFRPC reserves the right to reject any or all Responses which is in any way incomplete or irregular, rebid the entire solicitation, or enter into agreements with more than one Consultant.**



## **SECTION 6. GENERAL TERMS AND CONDITIONS**

1. **ADDENDA.** If the CFRPC finds it necessary to add to, or amend this RFQ prior to the Response submittal deadline, the CFRPC will issue written addenda/addendum. Each Respondent must acknowledge receipt of each addendum by signing the acknowledgement (Form 4) and providing it with its Response.
2. **PROPOSER REPRESENTATIONS.** It is the responsibility of each Proposer before submitting a Proposal to:
  - A. examine and carefully study the Proposal Documents, and any data and reference items identified in the Proposal Documents;
  - B. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
  - C. agree that at the time of submitting its Proposal no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Proposal for performance of the Work at the price Proposal and within the times required, and in accordance with the other terms and conditions of the Proposal Documents;
  - D. promptly give the CFRPC written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer discovers in the Proposal Documents and confirm that the written resolution thereof by the CFRPC is acceptable to Proposer;
  - E. determine that the Proposal Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
  - F. agree that the submission of a Proposal will constitute an incontrovertible representation by Proposer that Proposer has complied with every requirement of the Proposal Documents, that without exception the Proposal and all prices in the Proposal are premised upon performing and furnishing the Work required by the Proposal Documents and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance of the Work.
3. **ECONOMY OF PREPARATION.** Responses should be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to fulfill the requirements of the RFP.
4. **INTERVIEWS.** The CFRPC reserves the right to short list Respondents and conduct interviews or require presentations by any or all Respondents prior to ranking, or at any time during the evaluation process.
5. **RESPONSES BINDING.** All Responses submitted shall be binding upon the Respondent for 365 calendar days following opening.
6. **RESPONSE DISCLOSURE.** Upon opening, Responses become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes, to the extent applicable. Respondents are required to identify specifically any information contained in their Response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All Responses received from Respondents in response to this RFP will become the property of the CFRPC and will not be returned to the Respondents. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the CFRPC.

- 7. RESPONSE WITHDRAWAL.** Respondents may withdraw their responses by notifying the CFRPC Administrative Director in writing at any time prior to the scheduled opening. Respondents may withdraw their responses in person or through an authorized representative. Respondents and authorized representatives must disclose their identity and provide written receipt for the returned responses. Responses, once opened, become the property of the CFRPC and will not be returned to the Respondents.
- 8. RETENTION OF RESPONSE.** The CFRPC reserves the right to retain all responses submitted and use any ideas contained in any response, regardless of whether that Respondent is selected.
- 9. REQUESTS FOR INFORMATION/CLARIFICATION.** The CFRPC, independently or upon request, may furnish additional information related to this RFP so as to clarify any provision contained herein and/or to facilitate responses. The CFRPC has made efforts to provide accurate and complete information in this RFP. The CFRPC shall not be penalized in any way for the lack of any information deemed necessary by any responding firm. Accuracy of this data is not guaranteed. It is the sole responsibility of Respondents to assure that they have all information necessary for submission of their responses. Any and all questions or requests for information or clarification pertaining to this RFP must be made in writing via email prior to deadline indicated in Section 2, of this RFP.
- 10. IRREGULARITIES & RESERVATION OF RIGHTS.** Responses will be selected at the sole discretion of the CFRPC. The CFRPC reserves the right to waive any irregularities in the request process, to reject any or all responses, reject a response which is in any way incomplete or irregular, re-bid the entire solicitation or enter into agreements with more than one respondent. Responses received after the deadline provided in this RFP will not be considered.

  - A. The CFRPC reserves the right to award one or more contract(s) to the Respondent who will best serve the interests of the CFRPC and whose responses are considered by the CFRPC to be the most responsive and qualified Respondent whose response meets the requirements and criteria set forth in this RFP. Notwithstanding, the CFRPC may, at its sole discretion, reject all responses and cancel the solicitation, in which case no award will be made.
  - B. The CFRPC reserves the right to accept or reject any or all responses, based upon its deliberations and opinions. In making such determination, the CFRPC reserves the right to investigate the financial capability, integrity, experience, and quality of performance of each Respondent, including officers, principals, senior management and supervisors, as well as the staff identified in the response.
  - C. Respondents shall furnish additional information as the CFRPC may require. This includes information that indicates financial resources as well as ability to provide the requisite services. The CFRPC reserves the right to make investigations of the qualifications of the firm as it deems appropriate, including but not limited to background investigations and checking of references.
- 11. RESPONSE/PRESENTATION COSTS.** The CFRPC shall not be liable for any costs, fees, or expenses incurred by any Respondent in responding to this RFP, nor subsequent inquiries or presentations relating to its Response.
- 12. LATE SUBMISSIONS.** Responses received after the noted due date and time will not be considered or evaluated. Respondents shall assume full responsibility for timely delivery at the location designated for receipt of responses. The CFRPC shall not be responsible for responses received after the submittal deadline and encourages early submittal.

- 13. COMPLETENESS.** All information required by this RFP must be supplied to constitute an acceptable and complete response.
- 14. PERMITS, TAXES, LICENSES.** The Respondent shall, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations, and professional standards that would apply to this contract.
- 15. LAWS, ORDINANCES.** The Respondent shall observe and comply with all federal, state, and local laws, including ordinances, rules, regulations, and professional standards that would apply to the contract.
- 16. APPROPRIATIONS CLAUSE.** By submitting a Proposal, the Respondent certifies that he/she understands that the CFRPC is subject to the appropriation of funds in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this contract for each and every fiscal year following the fiscal year in which this contract is executed and entered into and for which this contract will remain in effect. The CFRPC will, upon receipt of notice that sufficient funds are not available to continue its full and faithful performance of this contract, provide written notice to the consultant of such event within thirty (30) days and, be thereafter released at all further obligations in any way related to the contract.
- 17. IDENTIFICATION CARD.** Respondent agrees that it does not and will not, nor will it allow a subcontractor to, use any funds from the CFRPC for the purpose of issuing an identification card or document to any individual who does not provide proof of lawful presence in the United States.
- 18. MINORITY BUSINESS ENTERPRISE.** In accordance with the provisions of Title VI of the Civil Rights Act of 1964 and Title 15, Part 8 of the Code of Federal Regulations, the CFRPC hereby notifies all prospective Respondents that they will affirmatively ensure minority business enterprises will be afforded full opportunity to participate in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award of contract.
- 19. DISABILITY.** The CFRPC does not discriminate upon the basis of any individual's disability status. Anyone requiring reasonable accommodation for the public meetings specified herein (i.e. Information Conference or Proposal Opening), should contact the person named on page one of this document at least twenty-four (24) hours in advance of the activity to request accommodations.
- 20. NON-DISCRIMINATION.** The contract awarded as a result of this Request for Proposals will be awarded without discrimination based on race, color, religion, age, sex, sexual preference, or national origin, in full compliance with the applicable state and federal law. In accordance with section 287.134, F.S., Respondents certify that they have not been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services.
- 21. UNAUTHORIZED ALIENS.** The CFRPC will consider the employment by the Proposer of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. Such violation will be cause for unilateral termination of this Contract.
- 22. TERMINATION.** A contract may be terminated in whole or in part by the CFRPC at any time and for any reason in accordance with this clause, whenever the CFRPC determines, in its sole discretion that such termination is in the best interests of the CFRPC. A Notice of Termination will be effective if delivered to the Proposer at least five (5) calendar days prior to the termination date contained in the Notice. The Notice of Termination shall specify the extent to which

performance will be terminated, and the date upon which termination becomes effective. An equitable adjustment in the contract price will be made for the completed service, but no amount will be allowed for anticipated profit on unperformed services.

**23. FOREIGN COUNTRY OF CONCERN.** Pursuant to section 286.101, Florida Statutes, Respondent shall disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern, as defined below, if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. For purposes of this section, "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. Respondent's disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. Respondent represents that within one (1) year before proposing any contract to the CFRPC, Respondent provided a copy of such disclosure to the Florida Department of Financial Services.

**24. SCRUTINIZED COMPANIES.** Pursuant to section 287.135, Florida Statutes, Respondent certifies, represents, and warrants that: (a) it is not on the Scrutinized Companies with Activities in Sudan List, (b) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, (c) it is not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, (d) that it does not have Business operations or is engaged in business in Cuba or Syria, and (e) that it is not engaged or engaging in a Boycott of Israel, and that all such certifications were true at the time it submitted its bid or proposal. Notwithstanding anything contained in this RFP to the contrary, the CFRPC may terminate any awarded contract immediately for cause if: (1) Respondent is found to have submitted a false certification regarding (a) – (e) above in accordance with section 287.135(5), Florida Statutes, (2) Respondent is found to have been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is or has been engaged in Business operations in Cuba or Syria or a Boycott of Israel, or (3) Respondent is found to have been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran. Such termination shall be in addition to any and all remedies available to the CFRPC at law or in equity. The terms "Boycott of Israel" and "Business operations" used in this section are defined as in Section 287.135, Florida Statutes. The Lists referred to in this section are those Lists in and maintained pursuant to section 287.135, Florida Statutes.

**25. PUBLIC RECORDS.** Florida law provides that municipal records should be open for inspection by any person under Chapter 119, F.S. Public Records law. All information and materials received by the CFRPC in connection with Responses shall become property of the CFRPC and shall be deemed to be public records subject to public inspection.

**26. INSURANCE.** The Respondent shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering the Respondent's liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below and provide the CFRPC with a copy of a Certificate of Insurance naming the CFRPC as a

certificate holder (*NOTE: or alternate language used by your insurance carrier*) on the insurance coverage and shall receive fifteen (15) days written notice of cancellation of insurance.

a. Comprehensive Automobile Liability Insurance. \$300,000 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

b. Commercial General Liability. \$500,000 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations:

Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

c. Workers Compensation. The Respondent shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

d. Cyber Liability Insurance shall be required for products or services that involve website or other electronic data or systems to include Data Breach, Media content, Privacy Liability, and Network Security. \$500,000 per occurrence.

If coverage is claims-made, the retroactive date shall be prior or equal to the effective date of any contract with the County. The coverage shall include a "tail" or Discovery, or continuous renewal of coverage for a period of three (3) years following the completion of the project.

e. Property Insurance: Respondent will be responsible for all damage to its own property, equipment, and/or materials.

## **26.27. INDEMNIFICATION**

**GENERAL INDEMNIFICATION:** To the fullest extent permitted by law, including Sections 725.08 and 768.28, Florida Statutes, Respondent hereby agrees to indemnify, defend, and hold harmless the CFRPC, its officers, agents and employees, from and against any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential, arising out of or alleged to have arisen out of or in consequence of the negligence, recklessness or intentional wrongful conduct of Respondent or its subcontractors, agents, officers, employees, independent contractors pursuant to the Contract, or anyone else for whose actions Respondent is responsible, specifically including but not limited to those caused by negligent act, omission, or default of Respondent and/or its consultant, subcontractors, agents, or employees in the performance of the operations or services under the Contract.

**PATENT AND COPYRIGHT INDEMNIFICATION:** Successful Respondent agrees to indemnify, defend, save and hold harmless the CFRPC, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Contract.

**27-28. ERRORS AND OMISSIONS:** The Respondent to the extent of its failure to perform in accordance with the standard of care set forth in this Agreement, is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all Work required under this Agreement (including the Work performed by sub-consultants and Subcontractors), within the specified time period and specified cost. With respect to the performance of Work by sub-consultants and Subcontractors, the Respondent shall, in approving and accepting such Work, ensure the professional quality, completeness, and coordination of sub-consultant's and subcontractor's Work.

## **SECTION 7. SPECIAL TERMS AND CONDITIONS – FEDERAL ASSISTANCE**

These provisions supersede and take precedence over any other clause or provision contained within this contract that may be in conflict therewith. The term “Contractor” shall have the same meaning as defined in the agreement to this solicitation.

### **1. No obligation by the federal government.**

The Contractor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the County, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

### **2. Program Fraud and False or Fraudulent Statements or Related Acts**

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

B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

C. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

### **3. Access to Records**

A. The following access to records requirements apply to this contract:

1. The Contractor agrees to provide the CFRPC, the Administrator for Federal funds, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.



2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the CFRPC, the Federal grant administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

#### **4. Federal Changes**

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

#### **5. Nondiscrimination**

- A. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements that the Federal Government may issue.
- B. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements that the Federal Government may issue.
- C. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements that the Federal Government may issue.
- D. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal

Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements that the Federal Government may issue.

- E. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance, modified only if necessary to identify the affected parties.

## **6. Access Requirements for Individuals with Disabilities**

A. The Contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101 et seq. and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. app. 1612; and the following regulations and any amendments thereto:

1. US. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR. Part 37;
2. US. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR. Part 27;
3. US. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 CFR. Part 38;
4. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR. Part 35;
5. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR. Part 36;
6. General Services Administration regulations, "Construction and Alteration of Public Buildings," "Accommodations for the Physically Handicapped," 41 CFR. Part 101-19;
7. Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR. Part 1630;
8. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR. Part 64, Subpart F; and
9. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609.

## **7. CLEAN AIR AND WATER ACT**

A. Definitions:

1. "Air Act," as used in this clause, means the Clean Air Act (42 U.S.C. 7401 et seq.).
2. "Clean air standards," as used in this clause, means:
  - a) Any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, work practices, or other requirements contained in, issued under, or otherwise adopted under the Air Act or Executive Order 11738;
  - b) An applicable implementation plan as described in Section 110(d) of the Air Act [42 U.S.C. 7410(d)];
  - c) An approved implementation procedure or plan under Section 110(c) or Section 111(d) of the Air Act [42 U.S.C. 7411(c) or (d)]; or

- d) An approved implementation procedure under Section 112(d) of the Air Act [42 U.S.C. 7412(d)].
  - 3. "Clean water standards," as used in this clause, means any enforceable limitation, control, condition, prohibition, standard, or other requirement promulgated under the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342), or by local government to ensure compliance with pre-treatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).
  - 4. "Compliance," as used in this clause, means compliance with:
    - a) Clean air or water standards; or
    - b) A schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency, or an air or water pollution control agency under the requirements of the Air Act or Water Act and related regulations.
  - 5. "Facility," as used in this clause, means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised, by a Contractor or subcontractor, used in the performance of a contract or subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee of the Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.
  - 6. "Water Act," as used in this clause, means Clean Water Act (33 U.S.C. 1251 et seq.).
- B. The Contractor agrees:
- 1. To comply with all the requirement of Section 114 of the Clean Air Act (42 U.S.C. 7414) and Section 308 of the Clean Water Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, and all regulations and guidelines issued to implement those acts before the award of this contract;
  - 2. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of the facility from the listing;
  - 3. To use best effort to comply with clean air standards and clean water standards at the facility in which the contract is being performed; and
  - 4. To insert the substance of this clause into any nonexempt subcontract, including this paragraph (b)(4).

**8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT- OVERTIME COMPENSATION-NONCONSTRUCTION**

- A. Overtime Requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborers or mechanics in any workweek in which the individual is employed on such work to work in excess for forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
- B. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the provisions set forth in paragraph (a) of this clause, the Contractor and any subcontractor

responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the provisions set forth in paragraph (a) of this clause.

- C. Withholding for Unpaid Wages and Liquidated Damages. The Contracting Officer shall upon his or her own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal Contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.
- D. Payrolls and Basic Records. The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of contract work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Nothing in this paragraph shall require the duplication of records required to be maintained for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.
- E. The records to be maintained under paragraph (d)(1) of this clause shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit such representatives to interview employees during working hours on the job.
- F. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

## **9. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM**

It is the policy of the CFRPC and the Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have a level playing field and an opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this contract.

## **10. ENERGY POLICY AND CONSERVATION ACT**

The Contractor shall recognize mandatory standards and policies relating to energy efficiency contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. Section 6321 et seq.).

## **11. FLY AMERICA REQUIREMENTS**

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that

recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

## **12. NOTICE OF FEDERAL REQUIREMENTS**

The Contractor is advised that Federal requirements applicable to this contract as set forth in federal law, regulations, policies, and related administrative practices will be incorporated by reference and are material to the terms and conditions of the contract. The Contractor is further advised that such requirements may change during the performance of this contract and that any such changes shall be automatically incorporated and deemed to apply to this contract.

## **13. OFFICIALS NOT TO BENEFIT**

No member of or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this contract or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

## **14. RESTRICTIONS ON LOBBYING**

The Contractor shall timely comply with the requirements of the lobbying restrictions set forth in 31 U.S.C. § 1352 and 49 CFR Part 20, and as those authorities may be hereafter amended.

If a Standard Form LLL, Disclosure of Lobbying Activities, is required to be completed by the Contractor or subcontractor at any tier, such disclosure form shall be furnished to the Contracting Officer.

## **15. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

For agreements funded in whole or part by the FTA, these provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth herein. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any CFRPC requests which would cause the CFRPC to be in violation of the FTA terms and conditions.

## **16. RECYCLED PRODUCTS**

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

## **17. BUY AMERICA PROVISION**

This solicitation and the resulting contract are subject to the Buy America requirements of 49 U.S.C. § 5323(j) and the Federal Transit Administration's implementing regulations found at 49 CFR § 661, the provisions of each of which are incorporated herein by reference. These regulations require, as a matter of responsiveness, that the bidder or offeror submit with its offer

a completed certification in accordance with 49 CFR § 661.6 or § 661.12, as appropriate. These certifications are set forth in this solicitation.

**18. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**

- A. This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.
- B. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.
- C. By signing and submitting its bid or proposal, the proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the CFRPC. If it is later determined that the proposer or proposer knowingly rendered an erroneous certification, in addition to remedies available to the CFRPC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

**19. FALSE CLAIMS ACT – PROMPT NOTIFICATION**

- A. Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, Contractor must promptly notify the CFRPC, and the CFRPC will promptly notify FTA Chief Counsel and FTA Regional Counsel for the Region in which the CFRPC is located. The Contractor shall include a similar notification requirement in its third party agreements and include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.
- B. Additional Notice to U.S. DOT Inspector General. Contractor must promptly notify the CFRPC, and the CFRPC will promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel, if Contractor has knowledge of potential fraud, waste, or abuse occurring on a project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the project is subject to this Agreement or another agreement between the Contractor and/or the CFRPC and FTA, or an agreement involving a principal, officer, employee, agent, or third party participant of the CFRPC or Contractor. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Contractor. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the Contractor, including divisions tasked with law enforcement or investigatory functions.

**20. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.**

- A. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
  - 1. Procure or obtain;
  - 2. Extend or renew a contract to procure or obtain; or

3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- B. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
1. Telecommunications or video surveillance services provided by such entities or using such equipment.
  2. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- C. In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

## **21. TERMINATION.**

The Contract may be terminated with or without cause in accordance with the provisions below.

- A. Termination for Convenience: For and in consideration of \$10.00, if THE CFRPC determines that it is in its best interest to do so, the CFRPC may terminate the Contract without cause upon thirty (30) days' written notice to the Contractor. If the CFRPC terminates the Contract pursuant to this subsection, Contractor shall promptly submit to the CFRPC its costs to be paid on work performed up to the time of termination. If the Contractor has any property belonging to the CFRPC in its possession, Contractor shall account for the same and dispose of it as directed by the CFRPC.
- B. Termination for Default: the CFRPC may terminate the Contract for cause at any time immediately upon written notice to the Contractor, if: (1) the Contractor fails to fulfill or abide by any of the terms or conditions specified in the Contract Documents; (2) the Contractor fails to perform in the manner called for in the Contract Documents; or (3) the Contractor does not provide services in accordance with the requirements of the specifications in the Contract Documents. In its sole discretion, the CFRPC may allow the Contractor an appropriately short period of time in which to cure a defect in performance or non-performance. In such case, the CFRPC's written notice of termination to the Contractor shall state the time period in which cure is permitted and other appropriate conditions, if applicable. Should the Contract be terminated by the CFRPC for cause under this Section, Contractor shall be liable for all expenses incurred by the CFRPC in reprocurring elsewhere the same or similar items or



services offered by Contractor. Any such termination for default shall not in any way operate to preclude the CFRPC from also pursuing all available remedies against Contractor and its sureties for said breach or default. The Contractor may terminate the Contract for cause if the CFRPC fails to fulfill or abide by any duties or conditions specified in the Contract Documents, provided that Contractor must first provide notice of the alleged breach to the CFRPC and give the CFRPC thirty (30) days written notice to cure the alleged breach. If the CFRPC cures the alleged breach or is making a good faith effort to cure said breach during the thirty (30) day cure period, Contractor may not terminate the Contract.

- C. If it is later determined by the CFRPC that the Contractor's failure to perform is a result of Force Majeure, the CFRPC may, in its sole and absolute discretion, may allow Contractor to continue performance under a new time for performance or treat the termination as if terminated without cause under Paragraph 19(a) above.
- D. In the event the CFRPC, in its sole discretion, determines that sufficient budgeted funds are not available to appropriate for payments due to Contractor under the Contract, the CFRPC shall notify Contractor of such occurrence and the Contract shall terminate on the last day of the current fiscal period without any penalty or expense to the CFRPC.

**SECTION 8 FORMS**

**FORM 1 PROPOSAL CHECKLIST**

\_\_\_ Form 1: Proposal Checklist

\_\_\_ Form 2: Company Qualifications Questionnaire

Certificate of Authority (Complete one of the two forms (3A or 3B) as applicable)

\_\_\_ Form 3A: Certificate of Authority (for Corporations or Partnerships)

\_\_\_ Form 3B: Certificate of Authority (for Individuals)

\_\_\_ Form 4: Acknowledgment of Addenda

\_\_\_ Form 5: Single Execution Affidavits-General Contracts

- Americans with Disabilities Act Compliance Affidavit
- Public Entity Crimes Affidavit
- No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics Affidavit
- Business Entity Affidavit
- Non-Collusion/Anti-Collusion Affidavit
- Scrutinized Companies Affidavit
- Acknowledgment, Warranty, and Acceptance
- Ownership Disclosure Affidavit
- Truth in Negotiation Certificate (If applicable)
- Prohibition on Contingent Fees
- Foreign Country of Concern
- E-Verify Affidavit
- Drug-Free Workplace Affidavit
- SCOP/SCRAP FDOT

\_\_\_ Form 6: Single Execution Affidavits-Federal Aid Contracts

- Disadvantaged Business Enterprise
- Affirmative Action Compliance
- Certification of Independent Price Determination
- Certification of Non-Segregated Facilities
- Certification for Disclosure of Lobbying Activities on Federal Aid Contracts (Compliance with 49 CFR, §20.100(b))
- ARPA Compliance

\_\_\_ Form 7: Dispute Disclosure

\_\_\_ Form 8: Key Staff and Proposed Subcontractors

\_\_\_ Form 9: Reference Letters

\_\_\_ Form 10: IRS Form W-9

\_\_\_ Form 11: Proof of Required Insurance

\_\_\_ Form 12: Price Proposal

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

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

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

**Print or Type Name:** \_\_\_\_\_

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

**FORM 2**

## COMPANY QUALIFICATIONS QUESTIONNAIRE

Please complete this Company Qualifications Questionnaire. By completing this form and submitting a response to the solicitation, you certify that any and all information contained in the Response is true, that your response to the RFP is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a response to the RFP for the same materials, supplies, equipment, or services, is in all respects fair and without collusion or fraud, that you agree to abide by all terms and conditions of the solicitation, and certify that you are authorized to sign for the Respondent's firm. Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some information may not be applicable; in such instances, please insert "N/A".

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Principal Business Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Facsimile Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Federal I.D. No. or Social Security Number

\_\_\_\_\_  
Municipal Business Tax/Occupational License No.

### FIRM HISTORY AND INFORMATION

How many years has the firm has been in business under its current name and ownership? \_\_\_\_\_

Please identify the Firm's document number with the Florida Division of Corporations and date the Firm registered/filed to conduct business in the State of Florida:

\_\_\_\_\_  
Document Number

\_\_\_\_\_  
Date Filed

Please identify the Firm's category with the Florida Department of Business Professional Regulation (DBPR), DBPR license number, and date licensed by DBPR:

\_\_\_\_\_  
Category

\_\_\_\_\_  
License No.

\_\_\_\_\_  
Date Licensed

Please indicate the type of entity form of the Firm (if other, please describe):

Individual     Partnership     Corporation     LLC     LLP     Other \_\_\_\_\_

Please identify the Firm's primary business: \_\_\_\_\_

Please identify the number of continuous years your Firm has performed its primary business: \_\_\_\_\_

Please list all professional licenses and certifications held by the Firm, its Qualifier/Principal, and any Key Staff, including any active certifications of small, minority, or disadvantaged business enterprise, and the name of the entity that issued the license or certification:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date


Please identify the name, license number, and issuance date of any prior companies that pertain to your Firm:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date

Please identify all individuals authorized to sign for the entity, their title, and the threshold/level of their signing authority:

Authorized Signor's Name	Title	Signing Authority Threshold (All, Cost up to \$X-Amount, No Cost, Other)

Please identify the total number of Firm employees, managerial/administrative employees, and identify the total number of trades employees by trade (e.g., 20 electricians, 5 laborers, 2 mechanics, etc.):

Total No. of Employees	
Total No. of Managerial/Administrative Employees	
Total No. of Trades Employees by Trade	

### **INSURANCE INFORMATION**

Please provide the following information about the Firm's insurance company:

Insurance Carrier Name \_\_\_\_\_ Insurance Carrier Contact Person \_\_\_\_\_

Insurance Carrier Address \_\_\_\_\_ Telephone No. \_\_\_\_\_ Email \_\_\_\_\_

Has the Firm filed any insurance claims in the last five (5) years?  No  Yes

If yes, please identify the type of claim and the amount paid out under the claim: \_\_\_\_\_

### **FIRM OWNERSHIP**

Please identify all Firm owners or partners, their title, and percent of ownership:

Owner/Partner Name	Title	Ownership (%)

Please identify whether any of the owners/partners identified above are owners/partners in another entity:

No    Yes   If yes, please identify the name of the owner/partner, the other entity's name, and percent of ownership held by the stated owner/partner:

Owner/Partner Name	Other Entity Name	Ownership (%)

**RECENT CONTRACTS**

Please identify the five (5) most recent contracts in which your Firm has provided services to other public entities:

Public Entity Name	Contact Person	Telephone No.	Email Address	Date Awarded

**By signing below, Respondent certifies that the information contained herein is complete and accurate to the best of Respondent's knowledge.**

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

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

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

**Print or Type Name:** \_\_\_\_\_

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

**FORM 3A**

**CERTIFICATE OF AUTHORITY  
(if Corporation)**

I HEREBY CERTIFY that a meeting of the [circle one] Board of Directors/ Partners of \_\_\_\_\_

\_\_\_\_\_ a business existing under the laws of the State of \_\_\_\_\_, (the  
"Entity") held on \_\_\_\_\_, 20\_\_\_\_, the following resolution was duly passed  
and adopted:

"RESOLVED, that, \_\_\_\_\_, as \_\_\_\_\_  
\_\_\_\_\_ of the Entity, be and is hereby authorized to execute  
this Proposal dated \_\_\_\_\_, 20\_\_\_\_, on behalf of the  
Entity and submit this Proposal to the Central Florida Regional Planning  
Council, and this Entity and the execution of this Certificate of Authority,  
attested to by the Secretary of the Corporation, and with the Entity's Seal  
affixed, will be the official act and deed of this Entity."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Entity this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Secretary: \_\_\_\_\_  
Print Name: \_\_\_\_\_

President: \_\_\_\_\_  
Print Name: \_\_\_\_\_

(Seal)

**FORM 3B**

**CERTIFICATE OF AUTHORITY  
(if Individual)**

I, \_\_\_\_\_ ("Affiant") being first duly sworn, deposes and says:

1. I am the \_\_\_\_\_  
[Select and print as applicable: Owner/Partner/Officer/Representative/Agent] of: \_\_\_\_\_  
\_\_\_\_\_ doing business as  
\_\_\_\_\_, the Contractor that  
has submitted the attached Proposal.
2. I am fully informed respecting the preparation and contents of the attached Proposal and all of the pertinent circumstances respecting such Proposal.
3. I am authorized to execute the Proposal dated \_\_\_\_\_, and submit this Proposal to the Central Florida Regional Planning Council, and the execution of this Certificate of Authority, attested to by a Notary Public, will be the official act and deed of this attestation.

**In the presence of:**

**Signed, sealed and delivered by:**

\_\_\_\_\_  
**Witness #1 Print Name:** \_\_\_\_\_

\_\_\_\_\_  
**Print Name:** \_\_\_\_\_

\_\_\_\_\_  
**Witness #2 Print Name:** \_\_\_\_\_

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

**ACKNOWLEDGMENT**

State of Florida  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of person) as \_\_\_\_\_ (type of authority) for \_\_\_\_\_ (name of party on behalf of whom instrument is executed).

\_\_\_\_\_  
**Notary Public (Print, Stamp, or Type as Commissioned)**

- \_\_\_\_\_ Personally known to me; or
- \_\_\_\_\_ Produced identification (Type of Identification: \_\_\_\_\_)
- \_\_\_\_\_ Did take an oath; or
- \_\_\_\_\_ Did not take an oath

**FORM 4**

**ACKNOWLEDGEMENT OF ADDENDA**

I HEREBY ACKNOWLEDGE that I have received all of the following addenda and am informed of the contents thereof:

Addendum Numbers Received:  
(Check the box next to each addendum received)

_____ Addendum 1	_____ Addendum 6
_____ Addendum 2	_____ Addendum 7
_____ Addendum 3	_____ Addendum 8
_____ Addendum 4	_____ Addendum 9
_____ Addendum 5	_____ Addendum 10

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

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

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

**Print or Type Name:** \_\_\_\_\_

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



**FORM 5**

**SINGLE EXECUTION AFFIDAVITS-GENERAL CONTRACTS**

**THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE RESPONDENT OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE RESPONDENT OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE RESPONDENT OR BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID.**

**THESE SINGLE EXECUTION AFFIDAVITS ARE STATEMENTS MADE ON BEHALF OF:**

\_\_\_\_\_  
NAME OF PROPOSING OR BIDDING ENTITY

By: \_\_\_\_\_  
INDIVIDUAL'S NAME AND TITLE

\_\_\_\_\_  
FEIN OF PROPOSING OR BIDDING ENTITY

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

**Americans with Disabilities Act Compliance Affidavit**

The above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

\_\_\_\_\_  
Respondent Initials

**Public Entity Crimes Affidavit**

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

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 an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or

information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

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 a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. 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.

I understand that a "person" as defined in Paragraph 287.133(1)(e), 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, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement.

**(INDICATE WHICH STATEMENT APPLIES.)**

- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Consultant list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

\_\_\_\_\_  
Respondent Initials

**No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics Affidavit**

Respondent warrants that neither it nor any principal, employee, agent, representative nor family member has paid, promised to pay, or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Respondent also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of Florida law. Further, Respondent acknowledges that any violation of this warranty will result in the termination of the contract and forfeiture of funds paid or to be paid to the Respondent should the Respondent be selected for the performance of this contract.

\_\_\_\_\_  
Respondent Initials

**Business Entity Affidavit**

Respondent hereby recognizes and certifies that no elected official, board member, or employee of the Central Florida Regional Planning Council ("CFRPC") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no employee, nor any elected or appointed officer (including board members) of the CFRPC, nor any spouse, parent or child of such employee or elected or appointed officer of the CFRPC, may be a partner, officer, director or proprietor of Respondent or Consultant, and further, that no such employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Consultant or Respondent. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Respondent. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by the CFRPC. Further, Respondent recognizes that with respect to this transaction or bid, if any Respondent violates or is a party to a violation the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Respondent may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to CFRPC.

\_\_\_\_\_  
Respondent Initials

**Non-Collusion/Anti-Collusion Affidavit**

1. Respondent/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Respondent/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Respondent/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Respondent/Bidder, firm, or person

to fix the price or prices in the attached Proposal/Bid or of any other Respondent/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Respondent/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CFRPC or any person interested in the proposed Contract.

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Respondent Initials

### **Scrutinized Companies**

1. Respondent certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the CFRPC may immediately terminate the Agreement that may result from this RFQ at its sole option if the Respondent or its subcontractors are found to have submitted a false certification; or if the Respondent, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this RFQ is for more than one million dollars, the Respondent certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the CFRPC may immediately terminate the Agreement that may result from this RFQ at its sole option if the Respondent, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Respondent, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
3. The Respondent agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFQ. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

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Respondent Initials

### **Acknowledgment, Warranty, and Acceptance**

1. Consultant warrants that it is willing, able to, and will comply with all applicable federal, state, county, and local laws, rules and regulations.
2. Consultant warrants that it has read, understands, and is willing to and will comply with all of the requirements of the solicitation and any and all addenda issued pursuant thereto.
3. Consultant warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the CFRPC.
4. Consultant warrants that all information provided by it in connection with this proposal is true and accurate.
5. I hereby propose to furnish the services specified in the RFP. I agree that my Proposal will remain firm for a period of 365 days in order to allow the CFRPC adequate time to evaluate the Statements of Qualifications.
6. I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Statement of Qualification on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

7. I understand that a person or affiliate who has been placed on the convicted Consultant list following a conviction for public entity crimes 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 public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity , and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Consultant list.

\_\_\_\_\_  
Respondent Initials

**Ownership Disclosure Affidavit**

1. If the contract or business transaction is with a corporation or company, the full legal name and business address shall be provided for each officer, director, member and manager and each stockholder or member who holds directly or indirectly five percent (5%) or more of the corporation's or company's stock or shares. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address	Ownership (%)

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial, or otherwise) in the contract or business transaction with the CFRPC are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address

\_\_\_\_\_  
Respondent Initials

**Truth in Negotiation Certificate – CCNA Procurement Only**

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for projects and services that may be offered pursuant to this Request for Proposals and the Services Agreement related thereto will be accurate, complete, and current at the time of contracting. The Consultant further agrees that the price provided under separate, project specific agreements and any additions thereto shall be adjusted to exclude any significant sums by

which the City determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of each corresponding agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the CFRPC, whichever is later. The undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a), Florida Statutes for the undersigned firm to receive an agreement for professional architecture and engineering services with the Central Florida Regional Planning Council.

\_\_\_\_\_  
Respondent Initials

**Prohibition on Contingent Fees**

The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Request for Proposals and the Services Agreement related thereto and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. The undersigned Consultant is furnishing this statement pursuant to Section 287.055(6)(a), Florida Statutes for the undersigned firm to receive an agreement for professional services with the Central Florida Regional Planning Council (CFRPC). Consultant understands that for the breach or violation of this provision, the CFRPC shall have the right to terminate the resulting agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. The provisions of this statement shall be incorporated in the resulting agreement, if awarded, as though fully stated therein.

\_\_\_\_\_  
Respondent Initials

**Foreign Country of Concern Disclosure Certification**

This certification is applicable if the offer exceeds \$100,000.

Pursuant to section 286.101, Florida Statutes, the Respondent is required to disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern, as defined below, if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

For purposes of this section, "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern.

Respondent's disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. Note that within one (1) year before proposing any contract to the CFRPC, such entity must provide a copy of such disclosure to the Florida Department of Financial Services.

By executing this certification, the respondent certifies that it either has, or will prior to contract award, disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign

Country of Concern (CHECK "NONE" IF NONE EXISTS).

NONE

OR

CURRENT OR PRIOR INTEREST WITH FOREIGN COUNTRY OF CONCERN

If this option is selected, in the space below, provide:

1. The name and mailing address of the disclosing entity;
2. The amount of the contract or gift or grant or the value or the interest disclosed;
3. The applicable Foreign Country of Concern;
4. The date of the termination of the contract or interest;
5. The date of the receipt of the grant or gift;
6. The name of the agent or controlled entity that is the source or interest holder; and
7. State whether within one (1) year before submitting this offer, such entity provided a copy of the disclosure to the Florida Department of Financial Services.

\_\_\_\_\_  
Respondent Initials

#### **E-VERIFY AFFIDAVIT**

In accordance with Section 448.095, Florida Statutes, the Central Florida Regional Planning Council requires all contractors doing business with the CFRPC to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The CFRPC will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

**The respondent Firm must provide of its proof of enrollment in E-Verify.** For instructions on how to provide proof of the Firm's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By submitting a response to this RFQ and signing below, the respondent Firm acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

**Check here to confirm proof of enrollment in E-Verify has been submitted as part of the response.**

\_\_\_\_\_  
Respondent Initials

#### **DRUG-FREE WORKPLACE AFFIDAVIT**

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 proposed 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 any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in 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.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Respondent Initials

**Small County Outreach Program (SCOP) And Small County Road Assistance Program (SCRAP) funded 3R projects. When performing a project that is SCOP and SCRAP funded, the engineer shall comply with the following:**

The Respondent warrants that he or she shall be Florida Department of Transportation (FDOT) prequalified for work

Yes, I am currently prequalified for F.D.O.T. work categories, meet the standard indemnification and meet state audit requirements.

\_\_\_\_\_  
Respondent Initials

No, I do not meet the prequalified requirements for F.D.O.T. work categories and the standard indemnification and state audit requirements.

\_\_\_\_\_  
Respondent Initials

**Sworn Signature of Proposing Entity Representative and Notarization for all above Affidavits follows on the next page.**





**SINGLE EXECUTION AFFIDAVITS-GENERAL CONTRACTS**

**In the presence of:**

**Signed, sealed and delivered by:**

\_\_\_\_\_  
**Witness #1 Print Name:** \_\_\_\_\_

\_\_\_\_\_  
**Print Name:** \_\_\_\_\_

\_\_\_\_\_  
**Witness #2 Print Name:** \_\_\_\_\_

\_\_\_\_\_  
**Title:** \_\_\_\_\_  
\_\_\_\_\_  
**Firm:** \_\_\_\_\_

**ACKNOWLEDGMENT**

State of Florida  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of person) as \_\_\_\_\_ (type of authority) for \_\_\_\_\_ (name of party on behalf of whom instrument is executed).

\_\_\_\_\_  
**Notary Public (Print, Stamp, or Type as Commissioned)**

- \_\_\_\_\_ Personally known to me; or
- \_\_\_\_\_ Produced identification (Type of Identification: \_\_\_\_\_)
- \_\_\_\_\_ Did take an oath; or
- \_\_\_\_\_ Did not take an oath

**FORM 6**

**SINGLE EXECUTION AFFIDAVITS-FEDERAL AID AFFIDAVIT**

**Disadvantaged Business Enterprise (DBE)**

The Respondent represents as part of its offer that it (Mark one with an "X"):

is  is not

a disadvantaged business enterprise (DBE). A DBE is defined as "a for-profit small business concern which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or in case of any publicly owned business, at least 51 percent of the stock is owned by one or more socially and economically disadvantaged individuals and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it." For purposes of this definition, socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Asian-Pacific Americans, Subcontinent Asian Americans, Native Americans; women; and any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such time as the SBA designation becomes effective.

**Affirmative Action Compliance**

(a) The Respondent represents as part of its offer that it has a workforce of (# of employees):

\_\_\_\_\_

(b) It (Mark one with an "X"):

- has developed and has on file
- has not developed and does not have on file

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or it (Mark one with an "X"):

has  has not

previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**Certification of Independent Price Determination**

(a) By executing this certification, the respondent certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

- (1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other respondent or with any competitor.
- (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the respondent and will not knowingly be disclosed by the respondent prior to the opening (in the case of an advertised procurement) or prior to award (in the case of a negotiated procurement), directly or indirectly to any other respondent or to any competitor; and

(3) No attempt has been made or will be made by the respondent to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

(b) Each person executing this certification certifies that:

(1) He/she is the person in the respondent's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above; or

(2) He/she: (i) is not the person in the respondent's organization responsible within that organization for the decision as to the prices being offered herein but that he/she has been authorized in writing to act as an agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above, and as their agent does hereby so certify; and (ii) has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above.

\_\_\_\_\_  
Respondent Initials

### **Certification of Non-Segregated Facilities**

(a) By executing this certification, the respondent certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained.

(b) The respondent agrees that a breach of this certification is a violation of the Equal Opportunity Clause in the contract.

(c) As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or nation origin, because of habit, local custom or otherwise.

(d) It further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will:

(1) obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) retain such certifications in its files; and

(3) forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods).

### **NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract

under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for such subcontract or for all subcontracts during a period (i.e., quarterly, semiannually or annually).

Note: the penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

\_\_\_\_\_  
Respondent Initials

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

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
5. The Contractor described below certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

**American Rescue Plan Act Compliance Affidavit**

If applicable, Respondent acknowledges that compensation for the Services performed under the Agreement may be fully or partially funded utilizing Coronavirus State and Local Fiscal Recovery Funds allocated to the CFRPC pursuant to the American Rescue Plan Act ("ARPA"). In order to utilize ARPA funding, the CFRPC shall incorporate the federally required contract provisions in the Agreement awarded under this RFP. The Contractor shall be required to comply with all laws, rules, regulations, policies, and guidelines (including any subsequent amendments to such laws, regulations, policies, and guidelines) required by the American Rescue Plan Act, including, but not

limited to the following documents and guidelines, which are incorporated herein and made a part of this RFP: (i) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), as applicable; (ii) The U.S. Department of the Treasury's Final Rule governing ARPA; (iii) U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Award Terms and Conditions (Assistance Listing Number 21.019); (iv) The U.S. Department of the Treasury's Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions; (v) American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement; (vi) The U.S. Department of the Treasury's ARPA Compliance and Reporting Guidance, and (vii) Assurances of Compliance with Title VI of the Civil Rights Act of 1964 (collectively, the "ARPA Regulations"). A copy of the ARPA Regulations are incorporated into the professional services agreement incorporated herein.

### **BUY AMERICA CERTIFICATE**

If the **OFFER PRICE EXCEEDS \$150,000**, **complete** the certificate and **submit it** with your offer.

SECTION (1) Complete **only** for **ROLLING STOCK** and **ASSOCIATED EQUIPMENT**.

SECTION (2) **SIGN** and **COMPLETE always**.

#### **CAUTION:**

If the solicitation is an **Invitation for Bids (IFB)**, failure to return this form prior to the deadline established for receipt of bids or to mark the appropriate  in Section (1) **AND** complete the information in Section (2), including a signature, shall render your offer nonresponsive.

If the solicitation is a **Request for Proposals (RFP) and the CFRPC opts to award a contract based on the initial offer/proposal (without discussions)**, failure to return this form prior to the deadline established for receipt of initial offers or to mark the appropriate  in Section (1) **AND** complete the information in Section (2), including a signature, shall render your offer unacceptable

If the solicitation is a **Request for Proposals (RFP) and the CFRPC opts to award a contract based on revised or final offers/proposals**, failure to return this form prior to the deadline established for receipt of final or revised offers or to mark the appropriate  in Section (1) **AND** complete the information in Section (2), including a signature, shall render your offer unacceptable. Note, the CFRPC is under no obligation to request revised or final offers/proposals.

#### **DEFINITIONS:** (Pursuant to 49 CFR 661)

**ASSOCIATED EQUIPMENT:** All components or subcomponents of Rolling Stock, including, but not limited to, train control, communication and traction power equipment, and as otherwise defined in 49 CFR 661.11.

**IRON AND STEEL PRODUCTS:** All construction materials made primarily of iron or steel and meant for use in infrastructure projects, including, but not limited to, structural iron or steel, iron or steel beams and columns, running rail and contact rail. This certification does not apply to iron or steel used as components or subcomponents of other manufactured products or rolling stock, or to metallurgic processes involving refinement of steel additives.

**MANUFACTURED PRODUCT:** An item produced as a result of processes to alter the form or function of materials or of elements of the product in a manner adding value and transforming those materials or elements so that they represent a new end product functionally different from that which would result from the mere assembly of elements or materials.

**ROLLING STOCK:** Transit vehicles, such as buses, vans, cars, railcars, locomotives, trolley cars and buses, and ferry boats, as well as, vehicles used for support services.

**SECTION (1); Certify only for ROLLING STOCK and ASSOCIATED EQUIPMENT:** (*Mark One*)

**CERTIFICATE OF COMPLIANCE WITH SECTION 165(b)(3).** The respondent hereby certifies that it ***will comply*** with the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations of 49 CFR Part 661.11;

--OR--

**CERTIFICATE FOR NON-COMPLIANCE WITH SECTION 165(b)(3).** The respondent hereby certifies that it ***cannot comply*** with the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but it ***may qualify for an exception*** to the requirement consistent with Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR Part 661.7

**SECTION (2); OFFEROR'S SIGNATURE:** (*Sign, Date and Enter Your Title and the Name of Your Company*)

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

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
**NAME OF COMPANY**

**Sworn Signature of Proposing Entity Representative and Notarization  
for all above Affidavit.**

In the presence of:

Signed, sealed and delivered by:

\_\_\_\_\_  
Witness #1 Print Name:

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Witness #2 Print Name:

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

\_\_\_\_\_  
Firm:

**ACKNOWLEDGMENT**

State of Florida

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of \_\_\_\_ physical presence or  
online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_  
\_\_\_\_\_(name of person) as \_\_\_\_\_ (type of authority) for  
\_\_\_\_\_(name of party on behalf of whom instrument is executed).

\_\_\_\_\_  
**Notary Public (Print, Stamp, or Type as  
Commissioned)**

\_\_\_\_ Personally known to me; or

\_\_\_\_ Produced identification (Type of Identification: \_\_\_\_\_)

\_\_\_\_ Did take an oath; or

\_\_\_\_ Did not take an oath



**FORM 7**

**DISPUTE DISCLOSURE**

**Answer the following questions by placing an "X" after "Yes" or "No". If you answer "Yes" to any of the questions, please explain in the space provided, or on a separate sheet attached to this form.**

**1.** Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES \_\_\_\_\_ NO \_\_\_\_\_

---

**2.** Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES \_\_\_\_\_ NO \_\_\_\_\_

---

**3.** Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES \_\_\_\_\_ NO \_\_\_\_\_

---

If yes, state the nature of the request for equitable adjustment, contract claim, protest, litigation, and/or regulatory action, and state a brief description of the case, the outcome or status of the suit, the monetary amounts of extended contract time involved, and the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. Described all litigation (include the court and location) of any kind involving Consultant or any Key Staff members within the last five (5) years.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this Proposal for the Central Florida Regional Planning Council.

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

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

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

**Print or Type Name:** \_\_\_\_\_

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

**FORM 8**

**KEY STAFF & PROPOSED SUBCONTRACTORS**

**KEY STAFF**

Please complete the following chart with the Firm's proposed Key Staff. If additional space is required, please copy/duplicate this page and attach to this Form. Additional space:  No  Yes

Name	Title	Years of Experience	Years with Firm	Licenses/Certifications

Please explain the Firm's ability and resources to substitute personnel with equal or higher qualifications than the Key Staff they will substitute for where substitute is required due to attrition, turnover, or a specific request by the CFRPC:

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Please identify each Key Staff member's engagement commitments that will exist concurrently with the CFRPC's Services:

Key Staff Name	Area of Responsibility	Client	Commitment (Hours/week)	Period of Engagement


**PROPOSED SUBCONTRACTORS**

The undersigned Respondent hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the services. The bidder is further notified that all subcontractors shall be properly licensed, bondable, and shall be required to furnish the CFRPC with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the bidder's proposal. (If no subcontractors are proposed, state "None" on first line below.)

Subcontractor Name & Address	Scope of Work	License Number

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

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

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

**Print or Type Name:** \_\_\_\_\_

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

**FORM 9**

**REFERENCES**

**REFERENCE #1**

**Public Entity Name:** \_\_\_\_\_

**Reference Contact Person/Title/Department:** \_\_\_\_\_

\_\_\_\_\_

**Contact Number & Email** \_\_\_\_\_

\_\_\_\_\_

**Public Entity Size/Number of Residents/Square Mileage:** \_\_\_\_\_

\_\_\_\_\_

**Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity)** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Is the Contract still Active? Yes** \_\_\_\_\_ **No** \_\_\_\_\_

**REFERENCE #2**

**Public Entity Name:** \_\_\_\_\_

**Reference Contact Person/Title/Department:** \_\_\_\_\_

**Contact Number & Email** \_\_\_\_\_

**Public Entity Size/Number of Residents/Square Mileage:** \_\_\_\_\_

**Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity)** \_\_\_\_\_

**Is the Contract still Active? Yes** \_\_\_\_\_ **No** \_\_\_\_\_

**REFERENCE #3**

**Public Entity Name:** \_\_\_\_\_

**Reference Contact Person/Title/Department:** \_\_\_\_\_

**Contact Number & Email** \_\_\_\_\_

**Public Entity Size/Number of Residents/Square Mileage:** \_\_\_\_\_

**Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity)** \_\_\_\_\_

**Is the Contract still Active? Yes** \_\_\_\_\_ **No** \_\_\_\_\_

**FORM 10**

**IRS FORM W-9**

Please visit the following link for information about IRS Form W-9:

<https://www.irs.gov/forms-pubs/about-form-w-9>

Please complete and submit with the proposal IRS Form W-9, which may be found online by visiting:

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

**Check here to confirm IRS Form W-9 has been submitted as part of the response.**

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

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

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

**Print or Type Name:** \_\_\_\_\_

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

**FORM 11**

**PROOF OF REQUIRED INSURANCE**



**FORM 12**

**PRICE PROPOSAL**

**The price proposal shall include all costs and expenses including the proposed staffing plan, expected hours and staffing costs. The Proposer shall provide the hourly rates, and any rates for additional services. The prices and rates shall be all inclusive of labor, equipment, maintenance, fuel, delivery costs, travel time, per diem and any other travel or miscellaneous expenses**

