

REQUEST FOR PROPOSAL #11-3174-DW
MANATEE COUNTY ADVANCED TRAFFIC MANAGEMENT SYSTEMS
PHASE II RETIMING PROJECT

Manatee County, a political subdivision of the State of Florida, (hereinafter "Manatee County" or the "County") will receive proposals from individuals, corporations, partnerships, and other business entities authorized to do business in the State of Florida, for the purpose of providing **Professional Services with Specialized Expertise in the Retiming of Approximately Ninety (90) Intersections that are part of the Manatee County Advanced Traffic Management Systems Phase II Project** pursuant to the provisions of Section 287.055 Florida Statute.

DEADLINE FOR CLARIFICATION REQUESTS: September 21, 2011 at 5:00 PM shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this Request For Proposal to the Manatee County Purchasing Office. This deadline has been established to maintain fair treatment for all potential bidders or proposers, while ensuring an expeditious transition to a final agreement.

TIME AND DATE DUE: Proposals will be received until 2:30 PM on September 29, 2011, at which time they will be **publicly opened**. All interested parties are invited to attend this opening.

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Important Note: A prohibition of Lobbying is in place. Please review paragraph A.17 carefully to avoid violation and possible sanctions.

FOR INFORMATION CONTACT:
Dennis W. Wallace, Contract Negotiator
PHONE (941) 749-3039
FAX (941) 749-3034
Email: dennis.wallace@mymanatee.org
Manatee County
Financial Management Department
Purchasing Division

AUTHORIZED FOR RELEASE: DWW / RC

REQUEST FOR PROPOSAL #11- 3174-DW

MANATEE COUNTY ADVANCED TRAFFIC MANAGEMENT SYSTEMS PHASE II RETIMING PROJECT

SECTION A: INFORMATION TO PROPOSERS

PROPOSERS MUST COMPLY WITH THE FOLLOWING INSTRUCTIONS TO BE CONSIDERED FOR SELECTION:

A.01 OPENING LOCATION

Proposals will be publicly opened at Manatee County Purchasing, 1112 Manatee Avenue West, 8th Floor, Suite 803, Bradenton, Florida 34205 in the presence of County officials at the time and date stated on the cover sheet. All Proposers or their representatives are invited to attend.

A.02 PROPOSAL INFORMATION AND PROPOSAL DOCUMENTS

Bids and Proposals on <http://www.mymanatee.org>

Bid or Proposal documents and the Notices of Source Selection related to those Bids or Proposals are available for download in a portable document format (.PDF) file on the Manatee County web page on the Purchasing tab under “Bids and Proposals”. You may view and print these files using Adobe Acrobat software. You may download a free copy of this software (Adobe) from the County's web page if you do not have it.

Manatee County collaborates with the Manatee Chamber of Commerce on distributing solicitations using the RFP Tool web page on the Chambers website: <http://www.Manateechamber.com> to post Bid and Proposal documents in a portable document format (.PDF) file. This step is in addition to the posting on Manatee County Government web pages.

Note: The County posts the **Notice of Source Selection** seven (7) calendar days prior to COMMENCING NEGOTIATIONS with the selected firms.

IT IS THE RESPONSIBILITY OF EACH PROPOSER, PRIOR TO SUBMITTING THEIR PROPOSAL, TO CONTACT THE MANATEE COUNTY PURCHASING OFFICE (see contact information on page one of this document) TO DETERMINE IF ADDENDA WERE ISSUED AND TO MAKE SUCH ADDENDA A PART OF THEIR PROPOSAL.

A.03 REQUIREMENTS FOR FORMAT AND DELIVERY OF PROPOSALS

Any proposals received after the stated time and date will not be considered. It shall be the sole responsibility of the Proposer to have their proposal delivered to the Manatee County Purchasing office for receipt on or before the stated time and date. If a proposal is sent by U.S. Mail, the Proposer shall be responsible for its timely delivery to the Purchasing Office. Proposals delayed by mail shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the Proposer's request and expense.

Proposals must be submitted in the format specified in Section B hereof. The contents of each proposal shall be **separated and arranged with tabs in the same order as listed in the Subsections within Section B** identifying the response to each specific item thereby facilitating expedient review of all responses.

A.04 CLARIFICATION & ADDENDA

Each Proposer shall examine all Request For Proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Request For Proposal shall be made in writing through the Manatee County Purchasing Office. The County shall not be responsible for oral interpretations given by any County employee, representative, or agent. The issuance of a written addendum by the Purchasing Official's Office is the only official method whereby interpretation, clarification or additional information can be given.

Addenda shall be posted on <http://www.mymanatee.org>

It shall be the responsibility of each Proposer, prior to submitting their proposal, to contact the Manatee County Purchasing Office at (941)748-4501, ext. 3042 to determine if addenda were issued and to make such addenda a part of the proposal.

Deadline for Clarification Requests: **September 21, 2011 at 5:00 PM** shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this Request For Proposal to the Manatee County Purchasing Office.

This deadline has been established to maintain fair treatment for all potential Bidders or Proposers, while ensuring an expeditious transition to a final agreement.

A.05 SEALED & MARKED

One signed Original (please mark the Original) and Five (5) copies of your proposal shall be submitted in one sealed package, clearly marked on the outside "**Sealed Proposal #11- 3174-DW**" and addressed to:

Manatee County Purchasing
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205

A.06 LEGAL NAME

Proposals shall clearly indicate the legal name, address, email and telephone number of the Proposer (company, firm, partnership, individual). Proposals shall be signed above the typed or printed name and title of the signer. The signer must have the authority to bind the Proposer to the submitted proposal.

A.07 PROPOSAL EXPENSES

All expenses for making proposals to the County are to be borne by the Proposer.

A.08 EXAMINATION OF PROPOSAL

The examination of the proposal and the proposer generally requires a period of not less than ninety (90) calendar days from the date of the opening of the proposals.

A.09 DISCLOSURE

Proposals become "Public Records" ten (10) days after the proposal opening or if an award decision is made earlier than this time as provided by Florida Statute 119.071 (1) (b). **No review of the proposal documents shall be conducted at the public opening of the proposals.**

Manatee County will make public at the opening, the names of the business entities that submitted an offer and any amount presented as offers without any verification of the mathematics or the completeness of the offer.

A.10 ERRORS OR OMISSIONS

Once a proposal is submitted, the County shall not accept any request by any Proposer to correct errors or omissions in the proposal.

A.11 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response received by the first submission date may or may not be rejected by the County, depending on available competition and timely needs of the County. The County reserves the right to award the contract to a responsible Proposer submitting a responsive proposal, with a resulting negotiated agreement which is most advantageous and in the best interests of the County. The County shall be the sole judge of the proposal, and the resulting negotiated agreement that is in its best interest and its decision shall be final. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any Proposer to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the Proposer. Such information may include, but shall not be limited to: current financial statements prepared by an independent CPA; verification of availability of equipment and personnel; and past performance records.

A.12 APPLICABLE LAWS

Proposer must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting agreement. Any involvement with any Manatee County procurement shall be in accordance with Manatee County Code of Laws Chapter 2-26, as amended. Procedures and deadlines concerning protests related to this Request For Proposals shall be those which are set forth in §2-26-61 of the County Code.

A.13 CODE OF ETHICS

With respect to this proposal, if any Proposer violates or is a party to a violation of the Code of Ethics of Manatee County per Manatee County Code of Laws, Article III, Ethics in Public Contracting, and/or Florida criminal or civil laws related to public procurement including but not limited to Florida Statutes Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work or for goods or services for Manatee County.

The County presumes that all statements made and materials submitted in a proposal will be truthful. If a Proposer is determined to be untruthful in its proposal or any related presentation, such Proposer may be disqualified from further consideration regarding this Request for Proposals.

A.14 COLLUSION

By offering a submission to this Request For Proposal the Proposer certifies the Proposer has not divulged to, discussed or compared his proposal with other Proposers and has not colluded with any other Proposer or parties to this proposal whatsoever. Also, the Proposer certifies, and in the case of a joint proposal, each party thereto certifies, as to their own organization that in connection with this proposal:

- a. any prices and/or data submitted have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Proposer or with any competitor;
- b. any prices and/or cost data quoted for this proposal have not been knowingly disclosed by the Proposer prior to the scheduled opening directly or indirectly to any competitor;
- c. no attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition;
- d. the only person or persons interested in this proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this proposal or in the contract to be entered into; and
- e. no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees.

A.15 PUBLIC ENTITY CRIMES

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

A.15 PUBLIC ENTITY CRIMES -continued:

In addition, Manatee Code of Laws Chapter 2-26 Article V prohibits the award of County contracts to any person or entity who/which has, within the past 5 years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any environmental law that, in the reasonable opinion of the Purchasing Official, establishes reasonable grounds to believe the person or business entity will not conduct business in a reasonable manner.

To ensure compliance with the foregoing, the Code requires all persons or entities desiring to contract with the County to execute and file with the Purchasing Official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity, and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with the County. **Proposer is to complete Attachment “A” and submit with your proposal.**

A.16 DRUG FREE WORKPLACE

Drug Free Workplace Program: Manatee County has adopted a policy requiring Contractors to maintain a Drug Free Workplace (Resolution R-93-22). Proposers are asked to review the attached Resolution and provide either a certification of compliance with the program outlined in this Resolution or describe your firm's policy or program as it relates to maintaining a drug free workplace. This response will be considered with the other criteria described herein. **Proposer is to complete Attachment “B” and submit with your proposal.**

A.17 LOBBYING

After the issuance of any Request For Proposals, prospective Proposers or any agent, representative or person acting at the request of such proposer shall not contact, communicate with or discuss any matter relating in any way to the Request For Proposals with any officer, agent or employee of Manatee County other than the Purchasing Official or as directed in the Request For Proposals. This prohibition begins with the issuance of any Request For Proposals and ends upon an award of the final contract, when all solicitations have been rejected, or when the request has been canceled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Code of Law Chapter 2-26.

A.18 EQUAL EMPLOYMENT OPPORTUNITY

Manatee County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all prospective Proposers that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, women or 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, creed, sex, age or national origin in consideration for an award.

A.19 AMERICANS WITH DISABILITIES ACT

The Board of County Commissioners of Manatee County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the County's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for the public meetings specified herein (i.e. Information Conference or Proposal Opening), should contact the person named on the first page of this document at least twenty four (24) hours in advance of the activity to request accommodations.

END SECTION A

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SECTION B: FORM OF PROPOSAL

This section identifies specific evaluation factors which are to be given written responses. The contents of each proposal shall be **separated** and **arranged with tabs** in the same order as listed in Sections B.01 through B.04 identifying the response to each specific item.

The information that Proposers provide shall be used to determine whether the Proposer has the ability to perform the Scope of Services as stated in this Request for Proposal in a way which best meet the needs of Manatee County. A review with those Proposers reasonably susceptible of being selected for award may be conducted for the purposes of clarification of both ability and benefit to Manatee County. See Section C, "Selection."

B.01 MINIMUM QUALIFICATIONS

Proposals may be presented by one or more sole proprietorship, corporation, or partnership.

Prior to any consideration of the responses to the criteria in this Request For Proposals, Proposers are to document in their Proposals they have provided **Traffic Management Systems** services that are similar in complexity and nature for the last three (3) years.

To validate experience, expertise and capabilities, Proposers shall provide:

- A. A copy of Proposer's license, as applicable;
- B. The state, county or city where the services were rendered;
- C. Name of the entity who issued the contracts;
- D. Contract Administrator for the named contracts. Include telephone and email address information.

After Manatee County staff validates the Minimum Qualifications have been met, those Proposals found to be in compliance will be considered.

B.02 ADMINISTRATIVE SUBMITTAL

Proposers shall complete, sign, and return the following with your proposal:

- a. Proposal Signature Form.
- b. Public Contracting and Environmental Crimes Certification (Attachment A)
- c. Drug Free Work Place Certification (Attachment B)
- d. Consultant Affidavit (Attachment D)
- e. DBE Participation Statement (Attachment E)
- f. Certification Regarding Debarment (Attachment F)
- g. Certification for Disclosure of Lobbying Activities (Attachment G)
- h. Truth In Negotiation Certification (Attachment H)
- i. Bid Opportunity List (Attachment I)

B.03 INFORMATION TO BE SUBMITTED REGARDING YOUR BUSINESS ENTITY

Tabs are required to identify each item defined in this Section.

B.03.1. Background and Size. Provide a description of the Proposer's background and size. Provide a general statement of qualifications that includes your firm's professional credentials, the legal status of your organization, and experience in providing the service enumerated in this Request For Proposal.

B.03.2. Business Entity. Provide an explanation of the business entity which you represent. Specify the business entity which would be bound by a contract, should your firm be selected: company or corporation; subcontractor roles; and if a joint venture, include the specific experience that the joint venture partners have working together on similar projects.

If the Proposer is a joint venture, or partnership, the details of the responsibilities for provision of the required services must be clearly disclosed. Provide a narrative on how you anticipate the partnerships to manage the work and any prior experience that the individual entities may have had in working together on other projects. Disclose the lead firm of a joint venture.

B.03.3. References. Provide a list, with references, of your business entity's traffic management systems experience. Specify which key personnel were responsible for the contracted services. References given must specify employees in senior level management positions with knowledge of the operations to confirm the claimed details. Include the name of the entity the work was completed for, a description of the services provided, the dates of service and the name(s) and telephone number(s) of the contact persons. This list shall be for both Governmental and Private clients for at least the past three (3) years.

B.03.4. Key Personnel. Identify each principal of the firm and other "key personnel" who will be professionally associated with the County. Do not include personnel that will not have a key role in providing services. Describe their respective areas of expertise.

For each identified person list:

- Full Name
- Professional credentials; Title;
- Area of expertise, individual's roles and duties in providing services
- Office address

- Email address
- Telephone number
- Personalized resumes which identify the qualifications, training and experience of each key personnel.

- B.03.5. Office Location.** Specify the office location of the business entity explained in response to item B.03.2. which is to be the primary location of the principal and key personnel. List the key personnel at that location. For the remaining key personnel detail at what location(s) they will work from and how they will provide management or service or supply support from the locations that they will work from.
- B.03.6. Ownership Interest.** Disclose any ownership interest or operation of other entities involved in traffic management systems which may be a potential participant in this Request For Proposals. This ownership disclosure shall be included, whether such ownership occurs by the Proposer through a parent, subsidiary or holding company or any other form of business entity. Submit entity names and the percent of ownership for each.
- B.03.7. Economic Benefit.** Submit a narrative explaining the direct economic benefit to Manatee County to be realized by selecting your firm. During the term of this engagement detail the revenue maximizing activities, employment, subcontracting, and support services contracting as economic stimulus that your entity may generate that would directly benefit Manatee County.
- B.03.8. Staffing Level.** Submit a manning level statement for these proposed services, detailing how many total employees work for your firm at any one time, including temporary, seasonal and part-time employees. List the ratios of full-time employees to part-time, temporary and seasonal employees.
- B.03.9. Subcontractors.** Identify any operational areas you intend to use subcontractors. Identify the services and roles that each subcontractor would assume in providing services.
- B.03.10. Quality Assurance.** Submit a detailed Quality Assurance Statement to demonstrate the level of quality that is being proposed will either meet or exceed current quality standards for the work outlined in this Request For Proposal.

- B.03.11. Experience and Qualifications.** Demonstrate a minimum of three (3) years of documented, successful experience in traffic management systems services as described in this Request For Proposal.
- B.03.12. Sample Reports.** Provide a copy of sample reports required to perform the services as described in this Request For Proposal.
- B.03.13. Project Timeline.** Provide (i) a proposed project timeline to include a start-up date and (ii) a detailed implementation plan. Indicate the amount of time and manpower necessary for each phase of the plan. Demonstrate your firm's ability to meet the projected timeline.
- B.03.14. Project Plan.** Provide a project plan detailing how your firm would perform and meet the requirements of the Scope of Services and any additional services that may be offered as part of your proposal submission.
- B.03.15. List of Contracts.** Provide a list of the contracts your firm has obtained within the past three (3) years, indicating the type of services provided and the locations. Provide a list of the contracts your firm has lost in the past three (3) years and state the reason for the loss and the location.
- B.03.16. DBE Participation Statement.** The County encourages DBE firms to compete for County professional services projects, and also encourages non-DBE Proposers to use DBE firms as sub-contractors. However, use of DBE sub-contractors is not mandatory and no preference points will be given in the selection process for DBE participation.
- Proposers are required to indicate their intention regarding DBE participation in the DBE Participation Statement contained in Attachment "E" to this Request for Proposal and submit that statement with their technical proposal.
- The completed DBE Participation Statement provided in Attachment "E" shall be included even if the Proposer does not intend to utilize a DBE firm.
- B.03.17. Bid Opportunity List.** Federal law requires states to maintain a database of all firms that are participating or attempting to participate in DOT-assisted contracts. To assist the County endeavor, Proposers are requested to submit the Bidder's Opportunity List contained in Attachment "I" to this Request for Proposal with their proposal.

The list should include yourself as well as any prospective sub-contractor that you contacted or who has contacted you regarding this project. However, any firm previously shown on such a list need not be included.

B.03.18. Debarment and Truth-In-Negotiations Certification. The certifications regarding Debarment and Truth-In-Negotiations Certification shall be executed by an officer of the firm, associates or corporation submitting the proposal, and shall be sworn to before a person who is authorized by law to administer oaths.

B.03.19. Certification for Disclosure of Lobbying Activities. The certification for Disclosure of Lobbying Activities form shall be submitted by the Proposer and Sub-contractors. If a Standard Form-LL has previously been submitted to a government agency and there has been no material change, a copy of the previous submission is sufficient.

B.04 SUPPLEMENTAL INFORMATION

Submit any other additional information which would assist the County in the evaluation of your proposal.

NOTE: The County reserves the right to make such investigation and solicit additional information or submittals as it deems necessary to determine the ability of any proposer to perform the Scope of Services stated in this Request For Proposal.

END SECTION B



SECTION C: SELECTION

C.01 EVALUATION FACTORS

Evaluation factors are the demonstrated abilities of the Proposer(s) to perform the Scope of Services as generally outlined in Section E of this Request For Proposal in the most timely and efficient manner and the proposal(s) which will provide the best solution to meet the needs of Manatee County as determined from the responses to this Request For Proposal and subsequent investigation.

C.02 RELATIVE IMPORTANCE OF EVALUATION FACTORS

No weight has been assigned to the Evaluation Factors stated above.

C.03 PRELIMINARY RANKING

A Selection Committee shall determine from the responses to this Request For Proposal and subsequent investigation as necessary, the proposer(s) most susceptible of being selected for award.

C.04 IN-PERSON REVIEW OF PROPOSERS AND PROPOSALS

In-person reviews may be conducted with responsible proposers who are deemed reasonably susceptible of being selected for award, for the purposes of assuring full understanding of (a) conformance to the solicitation requirements, (b) the abilities of the proposer, and (c) the proposal submitted.

Proposers shall be available for presentations to and interviews with the Selection Committee, upon notification from the Purchasing Office. The date(s) and time(s) of any such presentations / interviews shall be determined solely by the County.

C.05 SELECTION FOR NEGOTIATION

The proposer, whose ability and proposal is determined to be the best proposal that is most advantageous to the County, taking into consideration the Evaluation Factors set forth in this Request For Proposal, shall be selected to negotiate an agreement for the County determined Scope of Services.

The selection of a proposer for negotiation shall not be construed as vesting any contractual or other rights of any nature in the proposer.

C.06 AWARD

Award is subject to the successful negotiation and the vote of the Board of County Commissioners to authorize execution the agreement.

END SECTION C

SECTION D: NEGOTIATION OF THE AGREEMENT

D.01 GENERAL

The following general terms and conditions apply to the proposal submitted for consideration and the subsequent negotiations:

- a. The proposal will serve as a basis for negotiating an agreement, but not compel adherence to its terms or conditions.
- b. Upon submission, all proposals become the property of the County which has the right to use any or all ideas presented in any proposal submitted in response to this Request For Proposal whether or not the proposal is accepted.
- c. All products and papers produced in the course of this engagement become the property of the County upon termination or completion of the engagement.

D.02 AGREEMENT

The selected Proposer shall be required to negotiate an agreement in a form and with provisions acceptable to Manatee County.

Negotiated agreements may or may not include all elements of this RFP or the resulting successful proposal where alternative terms or conditions become more desirable to the County, and the parties agree to such terms.

The Manatee County Board of County Commissioners will be presented the negotiated agreement as the best and final offer for consideration of award and execution. The Board of County Commissioners shall determine whether to (a) accept the recommended award and approve the execution of an agreement, (b) reject the recommended award and direct further negotiations or (c) reject the recommended award and direct the termination of negotiations.

END SECTION D



SECTION E: SCOPE OF SERVICES

E.01 GENERAL SCOPE OF SERVICES

This project consists of the retiming of approximately ninety (90) intersections that are part of the Manatee County Advanced Traffic Management System (“ATMS”) Phase II Project. Thirty-two (32) of the intersections are coordinated systems and fifty-eight (58) intersections are currently isolated intersections.

The work shall include data collection, data analysis and documentation, timing implementation, timing evaluation and fine tuning. The intersections and corridors for this project are shown in Attachment “C,” “Intersection List.”

The project shall be completed in phases to permit the collection of data, analysis and development of timing plans that will allow for field implementation during the 2013 peak traffic season. The successful Proposer shall develop a project schedule for each task contained in the Scope of Services.

E.02 SPECIFIC SCOPE OF SERVICES

The following tasks describe the Scope of Services that shall be the successful Proposer's responsibility:

Task E.02.1. Project Management

This task shall include all management activities that will result in the successful completion of the services described herein; it shall include the monitoring and coordination of work, status reports and meetings. This activity shall be performed for the duration of the project.

Task E.02.2. Signal and Signal System “Before” Assessment

This task shall include the qualitative and quantitative assessment of traffic signals and traffic signal systems and shall include the collection of data providing the “before” data relating to signal and signal system performance for all phases of this project.

Task E.02.3. Eight (8) Hour Turning Movement Counts

This task shall include performing a manual eight (8) hour Turning Movement Count for all intersections listed in Attachment “C”. All count data shall be recorded by automatic devices furnished by the successful Proposer.

Task E.02.4. Twenty-Four (24) Hour Approach Counts

This task shall include the collection and summary of traffic count data on each approach to all intersections for at least twenty-four (24) hours at fifteen (15) minute intervals. All count data shall be recorded by automatic devices furnished by the successful Proposer.

Task E.02.5. Seven (7) Day Continuous Traffic Counts

This task shall include the collection of continuous arterial counts for a period of at least seven (7) consecutive days for each direction of travel on all major arterials of the corridor under study. A minimum of twenty-two (22) seven (7) day continuous traffic counts are anticipated for this project.

Task E.02.6. Corridor Analysis

This task shall include a corridor analysis for all signals included in each of the corridors listed in Attachment “C.”

Task E.02.7. Intersection Analysis and Timing Development

This task shall identify intersections that are to be selected to operate isolated to determine the most efficient signal operation alternative, based on the analysis in E.02.6., Corridor Analysis, or as identified in Attachment “C”.

Task E.02.8. System Analysis and Timing Development

This task shall identify intersections that are to be selected to operate coordinated to determine the most efficient signal operation alternative, based on the analysis in E.02.6., Corridor Analysis, or as identified in Attachment “C”.

Task E.02.9. Timing Implementation and Fine Tuning

This task shall include entering all the approved timing parameters into the controllers at all locations. All system / intersection timing parameters shall be loaded on both the central computer and on-street master.

Task E.02.10. “After” Evaluation

This task shall include an evaluation of the effectiveness of the fine-tuned timing plans developed and implemented as part of this project.

Task E.02.11. Final Timing Reports

This task shall include the preparation of a final timing report to incorporate any and all adjustments from the fine tuning to the timing parameters and shall be signed and sealed by a responsible Professional Engineer registered in the State of Florida.

Task E.02.12. Final Project Reports

This task shall include the preparation of a final project report to include all the approved submittals in both hard copy and electronic format and shall be signed and sealed by a responsible Professional Engineer registered in the State of Florida.

END SECTION E



PROPOSAL SIGNATURE FORM
RFP #11-3174-DW

Firm Name

Mailing Address:

Email

() _____
Telephone Number

City, State, Zip Code

The undersigned attests to his or her authority to submit this proposal and to bind the firm herein named to perform the services offered in a two party agreement. If the firm is selected by the County the undersigned certifies that he/she will negotiate in good faith to provide the selected services as may determined by the County which are detailed in this RFP #11-3174-DW.

Signature

Witness Signature

Date: _____

Date: _____

Name and Title of Above Signer

Name and Title of Above Signer

Name and Title of Firm's Representative for Manatee County

Email for Firm's Representative for Manatee County

Telephone Number of Firm's Representative for Manatee County

ATTACHMENT "A"

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

**SWORN STATEMENT PURSUANT TO ARTICLE 6,
MANATEE COUNTY PURCHASING CODE**

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

This sworn statement is submitted to the Manatee County Board of County Commissioners by _____
[print individual's name and title]

_____ for _____
[print name of entity submitting sworn statement]

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____

I understand that no person or entity shall be awarded or receive a county contract for public improvements, procurement of goods or services (including professional services) or a county lease, franchise, concession or management agreement, or shall receive a grant of county monies unless such person or entity has submitted a written certification to the County that it has not:

(1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or

(2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or

(3) been convicted of a violation of an environmental law that, in the sole opinion of the County's Purchasing Director, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or

(4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or

(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

Attachment "A" – continued

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to the County's Purchasing Director. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the County.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR MANATEE COUNTY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR THE COUNTY ADMINISTRATOR DETERMINES THAT SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.

[Signature]

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____ by _____

Personally known _____ OR Produced identification _____
[Type of identification]

Notary Public Signature My commission expires _____

[Print, type or stamp Commissioned name of Notary Public]

Signatory Requirement - In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a corporation, this affidavit shall be executed by the corporate president.

ATTACHMENT "B"

Drug Free Work Place Certification

**SWORN STATEMENT PURSUANT TO RESOLUTION R-01-36 SECTION 4, E (1) (a)
MANATEE COUNTY PURCHASING POLICIES, ON DRUG FREE WORK PLACES**

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

This sworn statement is submitted to the Manatee County Board of County Commissioners by

_____ for _____ [print individual's name and title]
_____ [print name of entity submitting sworn statement]

whose business address is: _____
and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no
FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

I understand that no person or entity shall be awarded or receive a county contract for public improvements, procurement of goods or services (including professional services) or a county lease, franchise, concession or management agreement, or shall receive a grant of county monies unless such person or entity has submitted a written certification to the County that it will provide a drug free work place by:

(1) providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined by §893.02(4), Florida Statutes, as the same may be amended from time to time, in the person's or entity's work place is prohibited specifying the actions that will be taken against employees for violation of such prohibition. Such written statement shall inform employees about:

- (i) the dangers of drug abuse in the work place;
- (ii) the person's or entity's policy of maintaining a drug free environment at all its work places, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant;
- (iii) any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) the penalties that may be imposed upon employees for drug abuse violations.

(2) Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advice as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post in a prominent place at all of its work places a written statement of its policy containing the foregoing elements (i) through (iv).

(3) Notifying the employee in the statement required by subsection (1) that as a condition of employment the employee will:

- (i) abide by the terms of the statement; and
- (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such a conviction.

Attachment "B" – continued

(4) Notifying the County within ten (10) days after receiving notice under subsection (3) from an employee or otherwise receiving actual notice of such conviction.

(5) Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

(6) Making a good faith effort to continue to maintain a drug free work place through implementation of sections (1) through (5) stated above.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR MANATEE COUNTY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR THE COUNTY ADMINISTRATOR DETERMINES THAT:

- (1) Such person or entity has made false certification.
- (2) Such person or entity violates such certification by failing to carry out the requirements of sections (1), (2), (3), (4), (5), or (6) or Resolution R-01-36 Section 4, E (1) (a) or
- (3) Such a number of employees of such person or entity have been convicted of violations occurring in the work place as to indicate that such person or entity has failed to make a good faith effort to provide a drug free work place as required by Resolution R-01-36 Section 4, E (1) (a).

[Signature]

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 200__ by _____.

Personally known _____ OR Produced identification _____
[Type of identification]

Notary Public Signature

My _____ commission

expires _____

[Print, type or stamp Commissioned name of Notary Public]

Attachment "C"

Signal ID	ATMS Phase II Retiming Intersection List
503	US 301 @ Old Tampa Rd
504	US 301 @ Colony Dr N
505	US 301 @ Victory Rd
506	US 301 @ 60th Ave E / Outlet Mall
507	US 301 @ I-75 E Ramp
508	US 301 @ I-75 W Ramp
509	US 301 @ 51st Ave E (Ellenton)
510	Ellenton Gillette Rd @ 17th St E
511	US 301 @ Ellenton Gillette Rd
512	US 301 @ Harlee Packing / Ohio Transformer
513	Canal Rd @ 29th St E
514	17th St E @ Canal Rd
515	US 301 @ Haben Blvd
516	US 301 @ 6th Ave E / Palmetto Plaza
517	US 301 @ US 41 E Ramp
518	US 41 @ 23rd St E
519	US 41 @ 17th St E
520	US 301 @ US 41 W Ramp
521	US 41 @ 7th St W
522	US 41 @ Haben Blvd
523	BUS 41 / 8th Ave W @ 17th St W
524	BUS 41 / 8th Ave W @ 10th St W
525	BUS 41 / 8th Ave W @ 7th St W
526	BUS 41 / 8th Ave W @ 5th St W
527	10th St W @ 10th Ave W
528	10th Ave W @ 7th St W
529	10th St W @ 14th Ave W
530	60th Ave E @ Outlet Mall
531	43rd St W @ 9th Ave W
532	39th St W @ 9th Ave W
533	26th St W @ 9th Ave W
534	59th St W @ 11th Ave W
535	59th St W @ 17th Ave W
536	26th St W @ 17th Ave W
537	59th St W @ 21st Ave W
538	26th St W @ 25th Ave W
539	59th St W @ 29th Ave W
540	Cortez Rd / SR 684 @ 119th St W
541	Cortez Rd / SR 684 @ Firehouse
542	Cortez Rd / SR 684 @ 86th St W
543	51st St W @ 38th Ave W

544	43rd St W @ Southern Pkwy
545	26th St W @ 30th Ave W
546	26th St W @ 38th Ave W
547	34th St W @ Bayshore High School
548	34th St W @ 57th Ave W
549	26th St W @ 57th Ave W
550	34th St W @ 60th Ave W
551	26th St W @ 60th Ave W
552	34th St W @ Bayshore Gardens Pkwy
553	26th St W @ Bayshore Gardens Pkwy
554	57th Ave E @ 5th St E
555	63rd Ave W @ 5th St W
556	63rd Ave E @ 5th St E
557	63rd Ave E @ 9th St E
558	63rd Ave E @ 21st St E
559	Lockwood Ridge Rd @ Honore Ave
560	Lockwood Ridge Rd @ Whitfield Ave
561	Lockwood Ridge Rd @ Tallevast Rd
562	Tallevast Rd @ Tuttle Ave
563	Tallevast Rd @ Prospect Rd
564	Lakewood Ranch Blvd @ 44th Ave E
565	Lakewood Ranch Blvd @ Malachite Rd
566	Lakewood Ranch Blvd @ Center Ice Pkwy
567	Lakewood Ranch Blvd @ Summerfield Pkwy
568	SR 70 @ Lorraine Rd
569	Ellenton Gillette Rd @ 69th St E / CR 683
570	US 41 @ 69th St E / Erie Rd
571	US 41 @ 49th St E
572	Old Tampa Rd @ Fort Hamer Rd
573	Gulf Dr @ Marina Dr
574	Gulf Dr @ Manatee Ave
575	Whitfield Ave @ Golf Crossing
576	75th St W @ 9th Ave W
577	Cortez Rd / SR 684 @ Gulf Dr / SR 789
578	38th Ave E @ 19th St Ct E
579	El Conquistador Pkwy @ Golf Crossing
580	Pope Rd @ Center Ice Pkwy
581	Lorraine Rd @ Greenbrook Blvd
582	Lorraine Rd @ The Masters Ave
583	University Pkwy @ Lorraine Rd
584	University Pkwy @ Legacy Blvd
585	University Pkwy @ Lakewood Ranch Blvd
586	University Pkwy @ Town Center Pkwy
587	University Pkwy @ Market St

588	Lakewood Ranch Blvd @ Natures Way
589	Lakewood Ranch Blvd @ Main St
590	Tara Blvd @ Stone River Rd
598	Gulf Dr @ East Bay Dr
599	SR 64 @ East Bay Dr

ATTACHMENT "D"

CONSULTANT AFFIDAVIT

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, personally appeared (Date) _____
who was sworn and says:

1. He is (Title) _____ of (Firm) _____ with office in (City and State) _____

2. The named firm is submitting the attached proposal for:
Description: _____
Financial Project I.D.(s) _____ F.A.P. No(s) _____
in _____ County(ies), Florida.
3. The affiant has made diligent inquiry and answers this affidavit based upon his own knowledge.
4. Only one proposal for the above-referenced project will be submitted, under the same or different name, and the proposer has no financial interest in the firm or another proposer for the same work.
5. Neither the affiant or the firm has directly or indirectly entered in any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the firm's proposal on the above project. This statement shall restrict the discussion of pricing data until the completion of the execution of the Consultant Agreement for this project.
6. Neither the firm nor its affiliates, nor any one associated with them is presently debarred, suspended or otherwise ineligible from participating in contract lettings by any state agency in any state or the F.H.W.A.
7. Neither the firm, nor any officer, director, employee of the firm or any of its affiliates has been criminally or civilly charged with antitrust violations, or had convictions or judgments resulting from such charges. There have been no charges or subsequent convictions of any criminal act under state or federal law which involved fraud, bribery, conspiracy, public contract, except for matters previously disclosed to the Department and filed in Case No. (s) _____ with the Clerk of Agency Proceedings, (If inapplicable, enter N/A).
8. This affidavit includes disclosure of employees who were charged or convicted of contract crimes while in the employ of another company.

Affiant

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary
My Commission Expires:

NOTICE

Any evidence of collusion among participating proposers will preclude their recognition as proposers on such job and subjects them to penalties and restraints under applicable State and Federal Law.

PROPOSERS ON ALL DEPARTMENT PROJECTS MUST SIGN AND ATTACH THIS AFFIDAVIT TO EACH PROPOSAL

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DBE PARTICIPATION STATEMENT

Note: The Consultant is required to complete the following information and submit this form with the technical proposal.

Project Description: _____

Consultant Name: _____

This consultant () is () is not a Department of Transportation certified Disadvantaged Business Enterprise (DBE).

Expected percentage of contract fees to be subcontracted to DBE(s): _____ %

If the intention is to subcontract a portion of the contract fees to DBE(s), the proposed DBE sub-consultants are as follows:

DBE Sub-Consultant	Type of Work/Commodity

By: _____
Title: _____
Date: _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION FOR FEDERAL
AID CONTRACTS**

(Compliance with 49CFR, Section 29.510)
(Appendix B Certification]

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant:

By _____ Date: _____
Authorized Signature

Title: _____

Instructions for Certification

1. By signing and submitting this certification with the proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted. If at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms 'covered transaction', 'debarred', 'suspended', 'ineligible', 'lower tier covered transaction', 'participant', 'person', 'primary covered transaction', 'principal', 'proposal', and 'voluntarily excluded', as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Appendix B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.

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

ATTACHMENT "G"
375-030-33
PROCUREMENT
10/01

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

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: _____

By: _____ Date: _____

Authorized Signature: _____

Title: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRUTH IN NEGOTIATION CERTIFICATION

ATTACHMENT "H"
375-030-30
PROCUREMENT
10/01

For any lump-sum or cost-plus-a-fixed-fee professional service agreement over \$60,000 the Florida Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal.

The Consultant hereby certifies, covenants and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement will be accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

Name of Consultant

By: _____
Authorized Signature

Date

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

ATTACHMENT "I"

375-040-62
PROCUREMENT
04/07

Prime Contractor/Prime Consultant: _____

Address/Phone Number: _____

Procurement Number/Advertisement Number: _____

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

1. Federal Tax ID Number: _____

2. Firm Name: _____

3. Phone: _____

4. Address: _____

5. Year Firm Established: _____

6. ☐ DBE
☐ Non-DBE

7. ☐ Subcontractor
☐ Subconsultant

8. Annual Gross Receipts

☐ Less than \$1 million
☐ Between \$1 - \$5 million
☐ Between \$5 - \$10 million
☐ Between \$10 - \$15 million
☐ More than \$15 million

1. Federal Tax ID Number: _____

2. Firm Name: _____

3. Phone: _____

4. Address: _____

5. Year Firm Established: _____

6. ☐ DBE
☐ Non-DBE

7. ☐ Subcontractor
☐ Subconsultant

8. Annual Gross Receipts

☐ Less than \$1 million
☐ Between \$1 - \$5 million
☐ Between \$5 - \$10 million
☐ Between \$10 - \$15 million
☐ More than \$15 million

1. Federal Tax ID Number: _____

2. Firm Name: _____

3. Phone: _____

4. Address: _____

5. Year Firm Established: _____

6. ☐ DBE
☐ Non-DBE

7. ☐ Subcontractor
☐ Subconsultant

8. Annual Gross Receipts

☐ Less than \$1 million
☐ Between \$1 - \$5 million
☐ Between \$5 - \$10 million
☐ Between \$10 - \$15 million
☐ More than \$15 million

1. Federal Tax ID Number: _____

2. Firm Name: _____

3. Phone: _____

4. Address: _____

5. Year Firm Established: _____

6. ☐ DBE
☐ Non-DBE

7. ☐ Subcontractor
☐ Subconsultant

8. Annual Gross Receipts

☐ Less than \$1 million
☐ Between \$1 - \$5 million
☐ Between \$5 - \$10 million
☐ Between \$10 - \$15 million
☐ More than \$15 million

AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR:

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

ATTACHMENT "J"

APPENDIX "I" TERMS FOR FEDERAL AID CONTRACTS

The following terms apply to all contracts in which the services involve the expenditure of federal fund:

- A. It is understood and agreed that all rights of the Department relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans specifications, maps data, and coast records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of U.S.D.O.T., anything to the contrary in this Agreement not withstanding.
- C. **COMPLIANCE WITH REGULATIONS:** The Consultant shall comply with the regulations of the U.S. Department of Transportation relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulation, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of the contract.
- D. **NONDISCRIMINATION:** The Consultant, with regard to the work performed by him after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, religion, sex or national origin in the selection and retention of Subcontractors, including procurements of material, and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the program set forth in Appendix B of the Regulations.
- E. **SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations made by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential Subcontractor, Supplier or Lessor shall be notified by a Consultant of the Consultant's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color religion, sex or national origin.
- F. **INFORMATION AND REPORTS:** The Consultant will provide all information and reports required by the Regulations, or orders and instructions

issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the

Department or U.S. Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall certify to the Department, or the U.S. Department of Transportation, as appropriate, and shall set forth what efforts it has made to obtain the information.

G. SANCTIONS OF NONCOMPLIANCE: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the State of Florida Department of Transportation shall impose such contract sanctions as it or the U.S. Department of Transportation may determine to be appropriate, including, but not limited to,

1. Withholding of payments to the Consultant under the contract until the Consultant complies and/or,
2. Cancellation, termination or suspensions of the Contract, in whole or in part.

H. INCORPORATION OR PROVISIONS: The Consultant will include the provisions of Paragraph A through H in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the State of Florida Department of Transportation or the U.S. Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a Subcontractor or Supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

I. INTEREST OF MEMBERS OF CONGRESS: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.

J. INTEREST OF PUBLIC OFFICIALS: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall be any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities

and other political subdivisions of States, and public corporations, boards, and commissions established under the laws of any State.

K. PARTICIPATION BY MINORITY BUSINESS ENTERPRISES: The Consultant shall agree to abide by statements in Paragraph (1) and (2) which follow. These statements shall be included in all subsequent agreements between the Consultant and any Subconsultant or Contractor:

1. **“Policy:** It is the policy of the Department of Transportation that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the MBE requirements of 49 CFR Part 23 apply to this agreement.”
2. **“MBE OBLIGATION:** The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal Funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.”

L. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

M. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Department in compliance with CFR, Section 23.51, was erroneous when submitted or has become erroneous by reason changed circumstances, the Consultant shall provide immediate written notice to the

Department. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Consultant in all lower tier covered transactions and in all aforementioned federal regulation.

N. The Department hereby certifies that neither the Consultant nor the Consultant's representative have been required by the Department, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to:

1. Employ or retain, or agree to employ or retain, any firm or person, or,
2. Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

The Department further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

O. The Consultant hereby certified that it has not:

1. Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
2. Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or,
3. Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The Consultant further acknowledges that this agreement will be furnished to the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

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