



Lee County Board of County Commissioners
DIVISION OF PROCUREMENT MANAGEMENT

Consultant Competitive Negotiation Act (CN) Request for Proposal

Solicitation No.: CN170297TJM

Solicitation Name: Annual- Miscellaneous Traffic Engineering

Open Date/Time: December 4, 2017 Time: 2:30 PM

Location: Lee County Procurement Management
1500 Monroe Street 4th Floor
Fort Myers, FL 33901

Procurement Contact: Tara McMahon Title Procurement Analyst

Phone: (239) 533-8881 Email: tmcmahon@leegov.com

Requesting Dept. Transportation

Pre-Solicitation Meeting:

Type: No meeting scheduled at this time

Date/Time: N/A

Location: N/A

All solicitation documents are available for download at
www.leegov.com/procurement



Notice to Contractor / Vendor / Proposer(s)
CN170297TJM Annual-Miscellaneous Traffic Engineering

REQUEST FOR PROPOSAL
Consultant Competitive Negotiation Act (CN)

Lee County, Florida, is requesting proposals from qualified individuals/firms for
Annual-Miscellaneous Traffic Engineering

Then and there to be publicly opened and read aloud for the purpose of selecting a vendor to furnish; all necessary labor, services, materials, equipment, tools, consumables, transportation, skills and incidentals required for Lee County, Florida, in conformance with proposal documents, which include technical specifications and/or a scope of work.

Those individuals/firms interested in being considered are instructed to submit, in accordance with specifications, their proposals, pertinent to this project prior to **2:30 PM December 4, 2017** to the office of the **Procurement Management Director, 1500 Monroe Street, 4th Floor, Fort Myers, Florida 33901**. The Request for Proposal shall be received in a sealed envelope, prior to the time scheduled to receive proposals, and shall be clearly marked with the solicitation name, solicitation number, Proposer name, and contact information as identified in these solicitation documents.

The solicitation documents are available from www.leegov.com/procurement. Documents obtained from sources other than www.leegov.com/procurement are cautioned that the solicitation package may be incomplete. The County's official Proposer list, addendum(s) and information must be obtained from www.leegov.com/procurement. It is the Proposer's responsibility to check for posted information. The County may not accept incomplete proposals.

No Pre-proposal Conference is scheduled at this time. It has been determined that the specifications and scope of work within this solicitation are adequate to describe the product or services being requested. A pre-proposal conference and site visit has not been scheduled for this solicitation. Questions regarding this Request for Proposal are to be directed, in writing, to the individual listed below using the email address listed below or faxed to (239) 485 8383 during normal working hours.

Tara McMahon tmcMahon@LeeGov.com

Sincerely

Mary G. Tucker, CPPO, FCCM, FCCN
Procurement Management Director

*WWW.LeeGov.Com/Procurement is the County's official posting site

Terms and Conditions
Request for Proposal
Consultant Competitive Negotiation Act (CN)

1. DEFINITIONS

- 1.1. **Addendum/Addenda:** A written change, addition, alteration, correction or revision to a bid, proposal or contract agreement. Addendum/Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope change to the solicitation.
- 1.2. **Approved Alternate:** Solicitation documents may make reference of specific manufacturer(s) or product(s). These references serve only as a recommendation and a guide to minimum quality and performance. The references are not intended to exclude approved alternatives of other manufacturer(s) or product(s).
- 1.3. **Bid/Proposal Package:** A bid/proposal is a document submitted by a vendor in response to some type of solicitation to be used as a basis for negotiations or for entering into a contract.
- 1.4. **Bidder/Responder/Proposer:** One who submits a response to a solicitation.
- 1.5. **County:** Refers to Lee County Board of County Commissioners.
- 1.6. **Due Date and Time/Opening:** Is defined as the date and time upon which a bid or proposal shall be submitted to the Lee County Procurement Management Division. Only bids or proposals received prior to the established date and time will be considered.
- 1.7. **Liquidated Damages:** Damages paid usually in the form of monetary payment, agreed by the parties to a contract which are due and payable as damages by the party who breaches all or part of the contract. May be applied on a daily basis for as long as the breach is in effect.
- 1.8. **Procurement Management:** shall mean the Director of Lee County's Procurement Management Department or designee.
- 1.9. **Responsible:** A vendor, business entity or individual who is fully capable to meet all of the requirements of the bid/proposal solicitation documents and subsequent contract. Must possess the full capability including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.
- 1.10. **Responsive:** A vendor, business entity or individual who has submitted a bid or request for proposal that fully conforms in all material respects to the bid/proposal solicitation documents and all of its requirements, including all form and substance.
- 1.11. **Solicitation:** An invitation to bid, a request for proposal, invitation to negotiate or any document used to obtain bids or proposals for the purpose of entering into a contract.

2. ORDER OF PRECEDENCE

- 2.1. If a conflict exists between the "Terms and Conditions" the following order of precedents will apply:
 - 2.1.1. Florida State Law as applied to Municipal Purchasing in accordance with Title XIX, "Public Business", Chapter 287 "Procurement of Personal Property and Services."
 - 2.1.2. Lee County Procurement Management Division Policy and Ordinances
 - 2.1.3. Detailed Scope of Work
 - 2.1.4. These Terms and Conditions

3. RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES

- 3.1. It shall be the responsibility of the Proposer to assure compliance with all other federal, state, or county codes, rules, regulations or other requirements, as each may apply. Any involvement with the Lee County shall be in accordance with but not limited to:
 - 3.1.1. Lee County Procurement Policy Manual
 - 3.1.2. Florida State Statute 287.055: Consultant Competitive Negotiation Act (CCNA), (CN)
 - 3.1.3. Pursuant to FL § Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed bids or proposals received by the County. Pursuant to this, solicitation are exempt from public records request (s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution) until such time as the agency provides notice of a decision or intended decision (pursuant to s. 119.071(2)) or within 30 days after bid or proposal opening, whichever is earlier.

- 3.1.4. Florida Statute 337.168 Confidentiality of official estimates, identities of potential bidders, and bid analysis and monitoring.
 - 3.1.5. FL § Section 607.1501(1) states: A foreign corporation may not transact business in the State of Florida until it obtains a certificate of authority from the Department of State.
 - 3.2. **Local Business Tax:** If applicable, provide with proposal.
 - 3.3. **License(s):** Proposer should provide, at the time of the opening of the proposal, all necessary permits and/or licenses required for this product and/or service.
4. RFP – PREPARATION OF PROPOSAL
- 4.1. Proposals must be sealed in an envelope, and the outside of the envelope must be affixed with the label included in the forms section.
 - 4.2. **Submission Format:**
 - 4.2.1. Required Forms: complete and return **all** required forms. If the form is not applicable, please return with “Not Applicable” or “N/A” in large letters across the form.
 - 4.2.2. Execution of Proposal: All documents must be properly signed by corporate authorized representative, and where applicable witnessed and corporate and/or notary seals affixed. All proposals shall be typed or printed in ink. The Proposer may not use erasable ink. All corrections made to the proposal shall be initialed.
 - 4.2.3. Should not contain links to other Web pages.
 - 4.3. **Preparation Cost:**
 - 4.3.1. The Proposer is solely responsible for any and all costs associated with responding to this solicitation. No reimbursement will be made for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any Proposer, as a result of this solicitation and subsequent evaluation process.
5. RESPONSES RECEIVED LATE
- 5.1. It shall be the Proposer’s sole responsibility to deliver the proposal submission to the Lee County Procurement Management Division prior to or on the time and date stated.
 - 5.2. Any proposals received after the stated time and date will not be considered. The proposal shall not be opened at the public opening. Arrangements may be made for the unopened proposal to be returned at the Proposer’s request and expense.
 - 5.3. The Lee County Procurement Management Division shall not be responsible for delays caused by the method of delivery such as, but not limited to; Internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.
6. PROPOSER REQUIREMENTS (unless otherwise noted)
- 6.1. **Responsive and Responsible:** Only proposals received from responsive and responsible Proposers will be considered. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other necessary action, such as background checks, to determine ability to perform is satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicates an inability for the Proposer to perform.
 - 6.1.1. Additional sources may be utilized to determine credit worthiness and ability to perform.
 - 6.1.2. Any Proposer or sub-Proposer that will have access to County facilities or property may be required to be screened to a level that may include, but is not limited to; fingerprints, statewide criminal background check. There may be fees associated with these procedures. These costs are the responsibility of the Proposer or sub-Proposer.
 - 6.2. **Past Performance:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) Poor or unacceptable past performance may result in Proposer disqualification.
7. PRE-SOLICITATION CONFERENCE
- 7.1. A pre-solicitation conference will be held in the location, date, and time specified on the cover of this solicitation. The cover will also note if the pre-solicitation conference is Non-Mandatory or Mandatory. All

questions and answers are considered informal. All prospective Proposers are encouraged to obtain and review the solicitation documents prior to the pre-proposal so they may be prepared to discuss any questions or concerns they have concerning this project. All questions must be submitted formally in writing to the procurement staff noted on the first page of the solicitation document. A formal response will be provided in the form of an addendum (see “County Interpretation/Addendums” for additional information.) A site visit may follow the pre-proposal conference, if applicable.

7.2. **Non-Mandatory:** Pre-solicitation conferences are generally non-mandatory, but it is highly recommended that prospective Proposers participate.

7.3. **Mandatory:** Failure to attend a mandatory pre-solicitation conference will result in the proposal being considered **non-responsive**.

8. COUNTY INTERPRETATION/ADDENDUMS

8.1. Each Proposer shall examine the solicitation 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 solicitation shall be made **in writing and submitted at least eight (8) calendar days prior to the date when the proposal is due**.

8.2. Response(s) will be in the form of an Addendum posted on www.leegov.com/procurement. It is solely the Proposer’s responsibility to check the website for information. No notifications will be sent directly to proposers by Lee County Procurement Management Division associated with this solicitation.

8.3. All Addenda shall become part of the Contract Documents.

8.4. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. Interpretation of the meaning of the plans, specifications or any other contract document, or for correction of any apparent ambiguity, inconsistency or error there in, shall be in writing. Issuance of a written addendum by the County’s Procurement Management Division is the only official method whereby interpretation, clarification or additional information can be given.

9. ADDITIONS, REVISIONS AND DELETIONS

9.1. Additions, revisions, or deletions to the Terms and Conditions, Specifications, Bid Schedule, or other document provided by Lee County Procurement Management Division that changes the intent of the solicitation will cause the solicitation to be non-responsive and the proposal will not be considered. The Procurement Management Director shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the solicitation.

10. CONFIDENTIALITY

10.1. Proposers should be aware that all proposals provided are subject to public disclosure and will **not** be afforded confidentiality, unless provided by Chapter 119 Florida Statute.

10.2. If information is submitted with a proposal that is deemed “Confidential” the Proposer must stamp those pages of the proposal that are considered confidential. The Proposer must provide documentation as to validate why these documents should be declared confidential in accordance with Chapter 119, “Public Records,” exemptions.

10.3. Lee County **will not reveal engineering estimates or budget amounts for a project** unless required by grant funding or unless it is in the best interest of the County. According to Florida State Statute 337.168: A document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of s. 119.07(1) until the contract for the project has been executed or until the project is no longer under active consideration.

11. CONFLICT OF INTEREST

11.1. All Proposers are hereby placed on formal notice that per Section 3 of Lee County Ordinance No. 92-22: The County is prohibited from solicitation of a professional services firm to perform project design and/or construction services if the firm has or had been retained to perform the project feasibility or study analysis.

And:

11.2. A professional services firm who has performed or participated in the project feasibility planning, study analysis, development of a program for future implementation or drafting of solicitation documents directly

related to this County project, as the primary vendor/consulting team, cannot be selected or retained, as the primary consultant/vendor or named a member of the consulting/contracting team, to perform project design, engineering or construction services for subsequent phase(s) or scope of work for this project. Pursuant to FS. S287.057 (17) the firm will be deemed to have a prohibited conflict of interest that creates an unfair competitive advantage.

- 11.3. Should your proposal be found in violation of the above stated provisions; the County will consider this previous involvement in the project to be a conflict of interest, which will be cause for immediate disqualification of the proposal from consideration for this project.
 - 11.4. **Business Relationship Disclosure Requirement:** The award hereunder is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statutes. All Proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of the Lee County or any of its agencies. Further, all Proposers must disclose the name of any County employee who owns directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.
12. ANTI-LOBBYING CLAUSE (Cone of Silence)
- 12.1. Following Florida Statute Section 287.057(23), Upon the issuance of the solicitation, prospective Proposers or any agent, representative or person acting at the request of such Proposer shall not have any contact, communicate with or discuss any matter relating in any way to the solicitation with any Commissioner, Evaluation Review Committee, agent or employee of the County other than the Procurement Management Director or their designee. This prohibition begins with the issuance of any solicitation, and ends upon execution of the final contract or when the solicitation has been cancelled. **If it is determined that improper communications were conducted, the Proposer maybe declared non- responsible.**
13. DRUG FREE WORKPLACE
- 13.1. Lee County Board of County Commissioners encourages Drug Free Workplace programs as defined in accordance with Section 287.087, FL § .
14. DISADVANTAGED BUSINESS ENTERPRISE (DBE's)
- 14.1. The County encourages the use of Disadvantaged Business Enterprise Proposer(s) as defined and certified by the Florida Department of Transportation.
 - 14.2. Bidder/Proposer is required to indicate whether the Firm and/or any proposed sub-consultants are Disadvantaged Business Enterprises (DBE). Lee County encourages the utilization and participation of DBEs in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women-owned firms are encouraged to respond.
15. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY
- 15.1. The Proposer agrees to comply, in accordance with Florida Statute 287.134, 504 of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), the ADA Amendments Act of 2008 (ADAAA) that furnishing goods or services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
 - 15.2. The Proposer will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability or marital status. The Proposer will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, disability or marital status.
 - 15.3. The Proposer will include the provisions of this section in every sub-contract under this contract to ensure its provisions will be binding upon each sub-contractor. The Proposer will take such actions in respect to any sub-contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

- 15.4. An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at <http://www.dms.myflorida.com>) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.
16. PROPOSER/SUB-PROPOSER/CONSULTANT/CONTRACTOR RELATIONSHIP
- 16.1. The prime Proposer on a solicitation may not also be listed as a sub-Proposer/consultant/contractor to another firm submitting a proposal for the same solicitation. Should this occur, all responses from the involved/named firms will be considered non-compliant and rejected for award. Sub-Proposers/consultant/contractor may be listed on multiple proposals for the same solicitation.
17. SUB-PROPOSER/CONSULTANT
- 17.1. The use of sub-Proposer/consultant under this solicitation is not allowed without prior written authorization from the County representative.
18. RFP - PROJECT GUIDELINES
- 18.1. The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and or Requirements which shall service as a guide to the Proposer(s) in conforming the professional services and work to provide pursuant to this Agreement/Contract:
- 18.1.1. No amount of work is guaranteed upon the execution of an agreement/contract.
- 18.1.2. Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the agreement/contract period; inclusive of any renewals unless otherwise specified herein.
- 18.1.3. This contract does not entitle any firm to exclusive rights to County agreements/contracts. The County reserves the right to perform any and all available required work in-house or by any other means it so desires.
- 18.1.4. In reference to vehicle travel, mileage and man-hours spent in travel time, is considered incidental to the work and not an extra compensable expense.
- 18.1.5. Lee County reserves the right to add or delete, at any time, and or all tasks or services associated with this agreement.
- 18.1.6. Any Single Large Project: The County, in its sole discretion, reserves the right to separately solicit any project that is outside the scope of this solicitation, whether through size, complexity or the dollar value.
19. RFP – EVALUATION
- 19.1. **Ranking Method:** Lee County uses the Dense Ranking (1223” ranking). In Dense Ranking, items that compare equal, receive the same ranking number, and the next item(s) receive the immediately following ranking number. Equivalently, each item’s ranking number is 1 plus the number of items ranked above it that are distinct with respect to the ranking order. This ranking method is used for each individual committee member’s scores. Thus if A ranks ahead of B and C (which compare equal) which are both ranked ahead of D, then A is ranked number 1 (“first”), B is ranked number 2 (“joint second”), C is also ranked number 2 (“joint second”) and D is ranked number 3 (“third”).
- 19.2. **Evaluation Meeting(s):**
- 19.2.1. The first evaluation will rank Proposers based on the scores from the selection criteria point values.
- 19.2.2. Following the initial evaluation process, the short-listed proposer(s) will be required to provide an on-site interview/presentation.
- 19.2.3. Such subsequent evaluations will be accomplished by simply ranking the proposers. Proposers will be ranked in sequential order with one (1) being the highest ranking. Proposers’ rankings will then be totaled with the total lowest scores receiving final rank order starting with one (1) - the highest ranking.

19.2.4. Proposed short-list and final selection meeting dates are posted on the Procurement Management web page: www.leegov.com/procurement (Projects, Award Pending.)

20. RFP – SELECTION PROCEDURE

- 20.1. The selection will be made in accordance with Lee County Procurement Policy and Chapter 287.055 FL § for Professional Services Contracts. Some or all of the responding Proposer(s) may be requested to provide interviews and/or presentations of their proposal, for the ranking process
- 20.2. Agreement/Contract fees will be negotiated in accordance with Section 287.055 FL §.
- 20.3. The recommendation to award, negotiated rates and agreement/contract(s) will be submitted to the Board of County Commissioners for approval.
- 20.4. If a satisfactory agreement/contract(s) cannot be negotiated, in a reasonable amount of time, the County, in its sole discretion, may terminate negotiations with the selected Proposer(s) and begin agreement/contract negotiations with the next finalist.
- 20.5. The Procurement Management Director reserves the right to exercise their discretion to:
 - 20.5.1. Make award(s) to one or multiple Proposers.
 - 20.5.2. Waive minor informalities in any response;
 - 20.5.3. Reject any and all proposals with or without cause;
 - 20.5.4. Accept the response that in its judgment will be in the best interest of Lee County.

21. RFP – TIEBREAKER

- 21.1. In the event of a tie, two or more Proposers that have the same ranking, the following steps will be taken to determine the highest ranked Proposer. This method shall be used for all (RFP) ties.
 - 21.1.1. Step 1: The Proposer that has the highest number of 1st place rankings shall be deemed the first ranked Proposer. In the event a tie still exists the Proposer with the highest number of 2nd, place rankings shall be the first ranked Proposer. Should a tie still remain the method used above will continue with each ranking level, 3rd, then 4th, then 5th rank, will be counted until the tie is broken.
 - 21.1.2. Step 2: At the conclusion of step 1 if all is equal, the local Proposer shall be deemed the highest ranked Proposer over a non-local Proposer. Local shall be defined by Lee County Ordinance 08-26 or current revision thereof.
 - 21.1.3. Step 3: At the conclusion of step 1 and step 2 if all is equal, the Proposer having a drug-free work place program, in accordance with Section 287.087, FL § , shall be deemed the first ranked Proposer.
 - 21.1.4. Step 4: At the conclusion of steps 1, 2, 3, if all are equal, the 1st place Proposer shall be determined by the flip of a coin.
- 21.2. When the tiebreaker is determined the highest ranked Proposer shall be awarded the contract or receive the first opportunity to negotiate, as applicable.
- 21.3. If an award or negotiation is unsuccessful with the highest ranked Proposer, award or negotiations may commence with the next highest ranked Proposer.

22. RFP – EVALUATION/ SELECTION COMMITTEE

- 22.1. The selection shall be by a Selection Committee consisting of staff representatives from the appropriate County Departments as approved by the Procurement Management Director or designee.
- 22.2. The Selection Committee will receive and review written proposals in response to this Request for Proposal (RFP). Responses will be evaluated against a set of criteria to determine those Proposers/Firms most qualified and suited for this project, resulting in a short-list of at least three (3) Proposers/Firms to be interviewed.

23. WITHDRAWAL OF PROPOSAL

- 23.1. No proposal may be withdrawn for a period of **180 calendar days** after the scheduled time for receiving proposals. A proposal may be withdrawn prior to the proposal opening date and time. Withdrawal requests must be made in writing to the Procurement Management Director, who will approve or disapprove the request.
- 23.2. A Proposer may withdraw a proposal any time prior to the opening of the solicitation.

- 23.3. After proposals are opened, but prior to award of the contract by the County Commission, the Procurement Management Director may allow the withdrawal of a proposal because of the mistake of the Proposer in the preparation of the proposal document. In such circumstance, the decision of the Procurement Management Director to allow the proposal withdrawal, although discretionary, shall be based upon a finding that the Proposer, by clear and convincing evidence, has met each of the following four tests:
- 23.3.1. The Proposer acted in good faith in submitting the proposal,
 - 23.3.2. The mistake in proposal preparation that was of such magnitude that to enforce compliance by the Proposer would cause a severe hardship on the Proposer,
 - 23.3.3. The mistake was not the result of gross negligence or willful inattention by the Proposer; and
 - 23.3.4. The mistake was discovered and was communicated to the County prior to the County Commission having formally awarded the contract/agreement.

24. PROTEST RIGHTS

- 24.1. Any Proposer that has submitted a formal response to Lee County, and who is adversely affected by an intended decision with respect to the award, has the right to protest an intended decision posted by the County as part of the solicitation process.
- 24.2. “Decisions” are posted on the Lee County Procurement Management Division website. Proposers are solely responsible to check for information regarding the solicitation. (www.leegov.com/procurement)
- 24.3. Refer to the “Bid/Proposal Protest Procedure” section of the Lee County “Contracts Manual” for the complete protest process and requirements. The Manual is posted on the Lee County website or you may contact the Procurement Management Director.
- 24.4. In order to preserve your right to protest, you must file a written “*Notice Of Intent To File A Protest*” with **the Lee County Procurement Management Director by 4:00 PM on the 3rd working day after the decision** affecting your rights is posted on the Lee County website.
 - 24.4.1. The notice must clearly state the basis and reasons for the protest.
 - 24.4.2. The notice must be physically received by the Procurement Management Director within the required time frame. No additional time is granted for mailing.
- 24.5. To secure your right to protest you will also be required to post a “**Protest Bond**” and **file a written “Formal Protest”** document **within 10 calendar days** after the date of “*Notice of Intent to File a Protest*” is received by the Procurement Management Director.
- 24.6. **Failure to follow the protest procedures requirement within the timeframes as prescribed herein and established by the Lee County Board of County Commissioners, Florida, shall constitute a waiver of your protest and any resulting claims.**

25. AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES

- 25.1. This opportunity is also made available to any government entity. Pursuant to their own governing laws, and subject to the agreement of the vendor, other entities may be permitted to make purchases at the terms and conditions contained herein. Lee County Board of County Commissioners will not be financially responsible for the purchases of other entities from this solicitation.

26. CONTRACT ADMINISTRATION

- 26.1. **Designated Contact:**
 - 26.1.1. The awarded Proposer shall appoint a person(s) to act as a primary contact for all County departments. This person or back-up shall be readily available during normal working hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.
 - 26.1.2. Lee County requires that the awarded Proposer to provide the name of a contact person(s) and phone number(s) which will afford Lee County access 24 hours per day, 365 days per year, of this service in the event of major breakdowns or natural disasters.
- 26.2. **RFP – Term:**
 - 26.2.1. Unless otherwise stated in the scope of work, specifications, or special conditions the default **contract term shall be one (1) year with three (3), one (1) year renewals for a total of four (4) years upon mutual agreement of both parties.**

- 26.2.2. The County reserves the right to renew this contract, or any portion thereof, and to negotiate pricing as a condition for each.
- 26.2.3. The County's performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds.
- 26.3. **RFP – Basis of Award:**
- 26.3.1. Award will be made to the most responsible and responsive Proposer based on the evaluation criteria.
- 26.4. **Agreement/Contract:**
- 26.4.1. The awarded Proposer will be required to execute an Agreement/Contract as a condition of award. A sample of this document may be viewed on-line at <http://www.leegov.com/procurement/forms>.
- 26.5. **Records:**
- 26.5.1. **Retention:** The Proposer shall maintain such financial records and other records as may be prescribed by Lee County or by applicable federal and state laws, rules and regulations. Unless otherwise stated in the specifications, the Proposer shall retain these records for a period of five years after final payment, or until they are audited by Lee County, whichever event occurs first.
- 26.5.2. **Right to Audit/Disclosure:** These records shall be made available during the term of the contract as well as the retention period. These records shall be made readily available to County personnel with reasonable notice and other persons in accordance with the Florida General Records Schedule. Awarded Bidder/Proposer(s) are hereby informed of their requirement to comply with FL §119 specifically to:
- 26.5.2.1. Keep and maintain public records required by the County to perform the service.
- 26.5.2.2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided or as otherwise provided by law.
- 26.5.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- 26.5.2.4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.
- 26.5.3. **Public Record: IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, <http://www.leegov.com/publicrecords>.**
- 26.5.4. **Ownership:** It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications and all data prepared or obtained by the successful Proposer in connection with its services hereunder, include all documents bearing the professional seal of the successful Proposer, and shall be delivered to and become the property of Lee County, prior to final payment to the successful Proposer or the termination of the agreement. This includes any electronic versions, such as CAD or other computer aided drafting programs.

26.6. **Termination:**

- 26.6.1. Any agreement as a result of this solicitation may be terminated by either party giving **thirty (30) calendar days advance written notice**. The County reserves the right to accept or not accept a termination notice submitted by the Proposer, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.
- 26.6.2. The Procurement Management Director may immediately terminate any agreement as a result of this solicitation for emergency purposes, as defined by the Lee County Purchasing and Payment Procedures Manual (Purchasing Manual), (also known as Appendix “D”, ”AC-4-1.pdf”.)
- 26.6.3. Any Proposer who has voluntarily withdrawn from a solicitation without the County’s mutual consent during the contract period shall be barred from further County procurement for a **period of 180 days**. The vendor may apply to the Board for a waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by the Procurement Management Department.
- 26.6.4. The County reserves the right to terminate award or contract following any of the below for goods or services over \$1,000,000:
 - 26.6.4.1. Contractor is found to have submitted a false certification as provided under FL § 287.135 (5);
 - 26.6.4.2. Contractor has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;
 - 26.6.4.3. Contractor has engaged in business operations in Cuba or Syria;
 - 26.6.4.4. Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel – beginning October 1, 2016.

27. **WAIVER OF CLAIMS**

- 27.1. Once this contract expires, or final payment has been requested and made, the awarded vendor shall have no more than **thirty (30) calendar days** to present or file any claims against the County concerning this contract. After that period, the County will consider the vendor to have waived any right to claims against the County concerning this agreement.

28. **LEE COUNTY PAYMENT PROCEDURES**

- 28.1. All vendors are requested to mail an original invoice to:
Lee County Finance Department
Post Office Box 2238
Fort Myers, FL 33902-2238
- 28.2. All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the detailed specification portion of this project.
- 28.3. Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, Proposer, or bidder for the preparation of these specifications.
- 28.4. Lee County is generally a tax exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All Proposers should include in their proposal, all sales or use taxes, which they will pay when making purchases of material or sub-contractor’s services.

29. **INSURANCE (AS APPLICABLE)**

- 29.1. Insurance shall be provided by the awarded Proposer. Upon request, a certificate of insurance (COI) complying with the attached guide shall be provided by the Proposer.

End of Terms and Conditions Section

Insurance Guide:



**Major Insurance Requirements
with Professional Liability**

Minimum Insurance Requirements: Risk Management in no way represents that the insurance required is sufficient or adequate to protect the Vendor's interest or liabilities. The following are the required minimums the Vendor must maintain throughout the duration of this Contract. The County reserves the right to request additional documentation regarding insurance provided.

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, and contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$1,000,000 products and completed operations
\$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL)

- c. **Workers' Compensation** - Statutory benefits as defined by Chapter 440, Florida Statutes, encompassing all operations contemplated by this Contract or Agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers' Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease – policy limit

- d. **Errors and Omissions** - Coverage shall include professional liability insurance to cover claims arising out of negligent acts, errors or omissions of professional advice or other professional services.

\$1,000,000 combined single limit of bodily injury and property damage

*The required minimum limit of liability shown in a., b., and c. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies," in which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the Contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

a. The certificate holder shall read as follows:

**Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902**

b. *"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials"* will be named as an **"Additional Insured"** on the **General Liability** policy, including **Products and Completed Operations coverage**.

Special Requirements:

1. An appropriate **"Indemnification"** clause shall be made a provision of the Contract.
2. If applicable, it is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.

End of Insurance Guide section

LEE COUNTY, FLORIDA
DETAILED SCOPE OF WORK
FOR
CN170297TJM
Consultant Competitive Negotiation Act (CN) Request for Proposal
for Annual-Miscellaneous Traffic Engineering

1. PURPOSE

Lee County Board of County Commissioners anticipates seeking professional Consultant services to provide and perform the following professional services in the area of traffic engineering, which shall constitute the general scope of the basic services under the covenants, terms and provisions of their resulting contract(s). Lee County encourages the utilization and participation of Disadvantaged Business Enterprises (DBE) in procurement. Interested certified DBE firms as well as other minority-owned and women-owned firms are encouraged to respond.

The Consultant shall perform the required traffic engineering services in accordance with permits which may be required from: the Florida Department of Transportation, the U.S. Army Corp. of Engineers, the Florida Department of Environmental Regulation, Florida Department of Natural Resources (or combined as the D.E.P.), the Environmental Protection Agency (E.P.A), the South Florida Water Management District and Lee County Department of Community Development (Development Order).

2. BASIS OF AWARD

The County intends to award a pool of qualified firms. If awarded, the terms of this solicitation/resulting contract(s) shall be in effect for two years. The County reserves the right to renew the resulting contract or contracts (or any portion thereof) for up to one additional one-year period, upon mutual agreement of both parties.

3. TASKS

The task section provides a basis for the Traffic Engineering Services to be performed by the Consultant for the County. Tasks performed by the Consultant shall and meet all applicable local, state and federal guidelines as well as follow contemporary traffic engineering standards and practices. In some tasks, specific methods or procedures highly desired by the County relating to a task are noted in the following descriptions. The Consultant should note these specific requirements. Certain tasks may require the endorsement for a Registered Professional Engineer licensed in the State of Florida and/or the possession of a Professional Traffic Operations Engineer (PTOE) Certification and/or an International Municipal Signal Association (IMSA) Level II Certificates in Signs and Markings and/or Traffic Signals and/or other areas provided by IMSA. It is the Consultant's responsibility to determine which of these above stated licenses and/or certificates are required to perform the work based on the scope of work for the specific project. These requirements will be determined at time of actual development of the scope of work for the task. Current Traffic engineering publications, such as the Manual of Uniform Traffic Control Devices (MUTCD) or Florida DOT (FDOT) Manual of Traffic Engineering Studies (MUTS) shall be used as a reference. Certain specialized computer software applications may be utilized to perform certain tasks and the County shall meet with the Consultant and determine the proper and appropriate software for the applicability to each task.

4. TASK INDEX

- 1.00 Traffic Surveys and Data Collection
- 2.00 Traffic Control Evaluations, Reports and Studies
- 3.00 Traffic Signal Timing Plan Development
- 4.00 Roadway Safety Audits
- 5.00 Traffic Impact Reports and Geometric Concepts and Miscellaneous Transportation Planning
- 6.00 Intelligent Transportation Systems (ITS)

7.00	Design Plans
8.00	Signal and Construction Inspections
9.00	Minor Geometric Design
10.00	Miscellaneous Services

TASK 1.00 TRAFFIC SURVEYS AND DATA COLLECTION

The Consultant shall collect and/or develop traffic data and other related information, which may be used to design and/or develop a design for a project, or to evaluate existing traffic conditions, or to be used as a basis for other tasks in the resulting contract(s). The Consultant will be expected to perform collection by various means, including but not limited to, citizen surveys, electronic measurement, video or photographic images, field sketches and measurements, interviews, tape recording, basic geometric surveying, and/or from motorized vehicles.

Report formats shall include all salient information and will be considered incomplete if the County determines that the accuracy and/or precision of the information and/or data is suspected to produce erroneous results.

The Consultant shall collect, analyze, summarize and consolidate, and/or develop reports for the following:

Task 1.01 Traffic volume data

A) Automatic Recording Methods

i) 24-hour period(s)

- Volume
- Speed
- Vehicle Classification
- Bicycle and Pedestrian Counts
- Two Combinations of the above
- All of the above

ii) 8-hour period(s)

- Volume
- Speed
- Vehicle Classification
- Bicycle and Pedestrian Counts
- Two Combinations of the above
- All of the above

iii) 7-Day or Extended

- Volume
- Speed
- Vehicle Classification
- Bicycle and Pedestrian Counts
- Two Combinations of the above
- All of the above

B) Manual Methods

- Turning Movements at Intersections or Driveways
- License plate O-D Surveys
- Vehicle classification
- Queue lengths
- Flow rates

- Bicycle and Pedestrian Counts
- C) Intersection delay
- Signalized
 - Unsignalized
- D) Travel Time and Delay
- E) Condition Diagram of Existing Roadway Features, Facilities and Devices

The Consultant will prepare a condition diagram on standard FDOT forms contained in the MUTS or in another format approved by the County. The condition diagram will show the intersection geometry and dimensions, including but not limited to, auxiliary turn lane lengths, lane widths, taper lengths, and turning and curb radii. The condition diagram will show all traffic control devices and other roadway or roadside elements that contribute to the quality of intersection operation, including but not limited to driveways, sidewalks, signs, pavement markings, drainage inlets, buildings, utility and signal poles, lighting, and other fixed objects. The condition diagram shall be a scale drawing.

- Task 1.02 Spot Speed Studies
- Task 1.03 Origin-Destination Surveys
- Task 1.04 Public Transportation Usage Surveys
- Task 1.05 Specialized Surveys and Data Collection

This task permits the Consultant to utilize professional skill and judgment to obtain data and information by methods not listed specifically in task 1.00 at the discretion of the County or the Consultant. All services performed under this task shall be by mutual agreement. The County and Consultant shall discuss and document methods and task products prior to work being performed under this task.

Task 2.00 TRAFFIC CONTROL EVALUATIONS, STUDIES, AND REPORTS

The Consultant shall perform the following traffic control evaluations or studies, and/or prepare the following reports. Traffic Control evaluations performed under this task shall be in conformance with all applicable local, state and federal requirements and in accordance with contemporary standard traffic engineering practices. For certain task products, a Professional Engineer’s endorsement may be required, this requirement will be determined as part of the scope of work discussions for a task or as noted in the following descriptions.

Task 2.01 Qualitative Assessment of Traffic Flow

A Professional Engineer of the firm shall visit all intersections under study during the morning and evening peak traffic periods, as determined from the 24-hour traffic counts and also during any period which a problem was indicated by the work order. The Engineer shall make a qualitative assessment of intersection operation, particularly in terms of queue lengths, delays, conflicts, or any other operational characteristics that should be considered in evaluating the need for a traffic signal.

Color photographs and/or video shall be taken of each approach. The photographs and/or video shall show the lane configuration (and stop bar) and shall be taken approaching and departing the intersection. A minimum of one (1) photograph shall be taken of each approach and departure. More photographs shall be taken if needed to show either physical or unusual situations/conditions needing to be repaired or maintained.

Additional photographs and/or video shall be taken of any geometric, traffic, or traffic control aspects about which the County should be aware. The Consultant shall recommend to the Project Manager if any supplemental work tasks are needed prior to commencing work on such tasks.

Task Products:

- Assessment of intersection operation.
- Color photographs of intersection, date stamped and in a digital format.
- Recommendation for supplemental work tasks as needed.

Task 2.02 Intersection Control

- Signalized
- All-Way Stop
- Stop Control (one-way and two-way)
- Roundabouts
- Innovative intersection designs
- Traffic Signal Preemption
- School Safety Crossing
- Pedestrian Crossing
- Changeable Message Signs
- Directional Control
- Warning Flasher
- Access Control
- Signal Removal
- Road Closure

Task 2.03 Speed Zoning and Control

Task 2.04 Parking and Control

Task 2.05 Pedestrian Control

Task 2.06 Roadway Safety

Projects may include, but are not limited to:

Conduct Pedestrian and bicycle safety review

Apply Highway Safety Manual procedures for roadway improvement projects

Develop Safety Review Analysis for State highway safety projects

Task 2.07 Neighborhood Traffic Control

Task 3.00 TRAFFIC SIGNAL TIMING PLAN PARAMETER DEVELOPMENT, INVENTORIES AND SYSTEM DESIGN

The Consultant shall perform the following task to develop and/or implement traffic signal timing parameters for differing types of traffic signal operations. The Consultant may be expected to perform specialized work in performing this task and shall have limited discretion in determining the applicability of certain traffic engineering calculations in the development of timing plans. All work performed for these tasks shall be completed under the direction of a Registered Professional Engineer with a minimum of 3 years of experience in traffic signal and traffic signal systems engineering. For

certain task products a Professional Engineer's endorsement may be required. These tasks may include other work that is related to the analysis of traffic engineering data, the development of specialized timing parameters and the application of these plans in the County's computerized signal system.

Task 3.01 System Operations Review and Traffic Signal Equipment Inventory

Review and document the type, age, condition, capability of the equipment, and existing timing plan at each intersection within the arterial, existing phasing, laneage and lane assignments, and the coordinating medium on the Department's inspection form. Report to the Project Manager any deficiencies noted upon discovery.

Task Products:

- Traffic signal equipment inventory.
- Existing traffic signal timing/phasing plan
- Sketch of lane configurations.
- Diagram of intersection with the location of all signal field equipment, poles, pullboxes, and loops with GPS X-Y coordinates

Task 3.02 Isolated Locations Timing Plan Parameter Development

The Consultant will determine the optimum timing plans during different times of the day/week for an isolated signalized location. When a timing analysis is performed, the necessary settings to be developed will include but not limited to the following:

- Cycle Length
- Splits
- Time of Day (TOD) Plans
- Day-of-Week Plan
- Seasonal Plans

These parameters will be developed for the following timing plan periods:

- Day Plan: Inbound, Outbound, Average Hour and out of system
- Week Plan: Day plan to be implemented for each day of the week
- Seasonal Plans: Based upon monthly or seasonal variations in traffic

The Consultant is responsible for selecting all input values required for the analysis. The Consultant must use their own computer for all analyses to be performed under this study (the software used must be approved by the Project Manager. Submit an appropriate electronic format as requested of all input/output timing development runs and data files (i.e., initial and final Transyt, SYNCRO, or other County approved signal timing analysis program runs); along with any link/node diagrams. The County will approve the format of the timing charts.

All traffic count data required for the purpose of this study will either be provided by the County or will be obtained by the Consultant under task 1.00.

The Consultant will obtain existing controller timings for before evaluations, where applicable. The Consultant shall provide Project Manager with two copies of the documentation for each of the timing plans in an acceptable format. The report shall contain, but not limited to the following information:

- Optimum controller timing that can be implemented on existing hardware.
- Time Clock Chart
- Data files on appropriate electronic format

After acceptance of the initial timings and plans by the Project Manager this task includes entering the intersection controller timings, developed by the Consultant into

the controller units by a holder of an IMSA - Level II Signal Certificate. The Consultant shall notify the County prior to implementation and request their presence during the implementation.

Also, perform fine-tuning of implemented timing(s) based on field observation of the traffic operation during the morning and evening peak hours. The traffic engineer will observe the operation of the intersection for each timing pattern. Should an existing controller become inoperative or additional hardware or cabinet modifications be required at an intersection the Consultant will give verbal notification of the problem to the Project Manager within the same day. Document in the report the nature, extent and probable solution(s) to the problem(s) within one week.

The Consultant shall provide the Project Manager one written copy of the final documentation and a digital copy as requested for each of the timing patterns in an acceptable format. The report shall contain, but not limited to the following information:

- Final Implemented Timings
- Day Plans
- Week Plan

At the completion of the study, submit to the Project Manager one copy in an acceptable electronic format and one hard copy unless another format is agreed upon of the report containing the following information:

- Study Summary
- Equipment Inventory
- Final Intersection Timings
- 24-hour, 7-day counts arrayed in an acceptable format.
- 8-hour turning movement count arrayed in an acceptable format.

Task Product:

- Final report that is signed sealed and dated by a Professional Engineer.

Task 3.03 System Timing Plan and System Parameter Development

The Consultant will determine the optimum system timing pattern(s) for the optimum cycle length during different times of the day/week for a number of traffic signals within a traffic signal control section(s). When a system analysis is performed, the necessary settings to be developed will include but not limited to the following:

- Cycle Length
- Splits
- Offsets
- Force-offs
- Permissives
- TOD Plan
- Day-of-Week Plan
- Traffic Responsive Plan
- Traffic Adaptive Plan

These parameters will be developed for the following timing plan periods:

- Day Plan: Inbound, Outbound, Average Hour and out of system
- Week Plan: Day plan to be implemented for each day of the week
- Annual Plan for peak season and off-season traffic

Submit to the County a Time-Space Diagram with the efficiency and attainability of the coordinated signalized intersections after the optimization of the traffic signals. The Consultant will also submit a County approved platoon-progression diagram program for each timing pattern.

For the purpose of this task, the following definitions apply:

- A traffic control-timing pattern is a set of cycle length(s), splits and offsets for a section.
- A section is a portion of a traffic signal control system, which can be controlled by a single set of timing parameters.

An analysis shall consist of at least the following steps:

- Analyze and design isolated intersection timings for each intersection.
- Analyze and design coordinated intersection (system) timings with SYNCHRO with Existing Phasing.

The Consultant is responsible for selecting all input values required for the analysis. The Consultant must use their own computer for all analyses to be performed under this study (the software used must be approved by the Project Manager. Submit an appropriate electronic format of all input/output timing development runs and data files (i.e., initial and final Transyt runs) along with any link/node diagrams. The County will approve the format of the timing charts.

All traffic count data required for the purpose of this study will either be provided by the County or will be obtained by the Consultant under Task 1.00.

The Consultant will obtain existing controller timings for before evaluations, where applicable. The Consultant shall provide the Project Manager two copies of the documentation for each of the timing patterns in an acceptable format including a digital format. The report shall contain, but not limited to the following information:

- Optimum controller and coordination timing that can be implemented on existing hardware.
- Master Clock Chart
- Platoon-Progression, link/node diagrams
- Data files in appropriate digital format
- Arterial analysis and documentation.

After acceptance of the initial timings and patterns by Project Manager this task includes entering the intersection, system timings, developed by the Consultant into the controller units, coordination units and master units by a holder of an International Municipal Signal Association IMSA - Level II Signal Certificate. The Consultant shall notify the County prior to implementation and request their presence during the implementation.

Perform fine-tuning of implemented timing(s) for each arterial based on field observation of the traffic operation during the morning and evening peak hours. The traffic engineer will observe the operation of the arterial for each timing pattern. Should an existing controller, coordination unit, or master unit become inoperative or additional hardware or cabinet modifications be required at an intersection the Consultant will give verbal notification of the problem to the Project Manager within the same day. Document in the report the nature, extent and probable solution(s) to the problem(s) within one week.

The Consultant shall provide the Project Manager three copies of the final documentation for each of the timing patterns in an acceptable format including a digital copy. One of the reports is to remain in each controller cabinet. The report shall contain, but not limited to the following information:

- Final Implemented Timings
- Day Plans
- Week Plan

At the completion of the study, submit to the Project Manager two (2) copies of a report (in an acceptable electronic format) containing the following information:

- Study Summary
- Equipment Inventory
- Final Intersection and System Timings
- 24-hour, 7-day counts arrayed in an acceptable format.
- 8-hour turning movement count arrayed in an acceptable format.

Task Product:

- Final report that is signed; sealed and dated by a Professional Engineer.

- Task 3.04 Traffic Signal System Display Graphics
- Task 3.05 Traffic Signal System Master Parameters and Graphics
- Task 3.06 Traffic Signal System Communications Plant Designs
- Task 3.07 Traffic Signal System – System Detector Designs
- Task 3.08 Emergency Vehicle or Railroad Preemption Timing Plans
- Task 3.09 Pedestrian Traffic Signals
- Task 3.010 Traffic Responsive System Plans
- Task 3.011 Traffic Actuated System Plans

Task 4.00 ROADWAY SAFETY AUDITS

Road Safety Audits shall be performed to present objective determinations of the relative and comparative quality of the roadway features and what impacts certain features of the roadway may have on the characteristics of the traffic flow. As draft Audits are developed they shall be presented for review and discussion during a scheduled formal meeting with County representatives. A Geographic Information System (GIS) based map shall be developed for managing, tracking and monitoring of the Audits and the resulting Findings.

The Consultant shall perform the following tasks relative to Road Safety Audits:

- Task 4.01 Develop Audit Team and Goals
- Task 4.02 Field Survey of Roadway Conditions
- Task 4.03 Review of Crash Records
- Task 4.04 Analysis of Findings
- Task 4.05 Conclusions and Recommendations
- Task 4.06 Financial Impact of Recommendations

Task 5.00

TRAFFIC IMPACT REPORTS AND GEOMETRIC CONCEPTS AND MISCELLANEOUS TRANSPORTATION PLANNING

The Consultant shall obtain and develop the traffic data needed to design the project from data available from the County (existing lane volume, most current Annual Average Daily Traffic (AADT). Consultant shall also utilize proposed Zoning and Land Development Orders on file with the County and from the Lee County Metropolitan Planning Organization) augmented by a review of the land use and zoning information along the corridor within the traffic limits which data is known or developed during the performance of this task. Consultant shall also apply traffic information from Developments of Regional Impact filed along the corridor, and supplemented by hourly machine counts over a 24-hour period and/or 8-hour manual counts at intersections as required to this task. The Consultant shall:

Task 5.01 Develop Project Traffic

K, D and T factors, line volumes, and turning movements for the following years: Existing, post construction and 20 years after construction (Design Year)

Task 5.02 Establish Typical Sections

With consideration of Level of Service, type of area (rural vs. urban), density of development, and available right-of-way, develop the cross-section elements for roadway alternatives in accordance with design and safety criteria.

Task 5.03 Establish At-Grade Intersection Geometry

For all street intersections and driveways along the alignment.

Task 5.04 Miscellaneous Transportation Planning

This task will use the current adopted Lee County travel model to develop or verify traffic flows or will involve the verification of zonal data for transportation planning purposes. All services performed under this task shall be by mutual agreement. The Consultant and County shall discuss and document methods and task products prior to work being performed under this task.

Task 5.05 Traffic Impact Statement Review

The Consultant shall provide technical review of Traffic Impact Statements submitted to the County, and assist Lee County in properly addressing impacts of development.

Task 5.06 Microscopic Analysis and Simulation

The Consultant shall provide certain traffic analysis with simulation, utilizing selected computerized microscopic traffic modeling programs.

Task 6.00

INTELLIGENT TRANSPORTATION SYSTEMS (ITS) ARCHITECTURE

The Consultant shall perform some or all of the following tasks. These tasks involve highly technical skills and broader skill ranges that may include specialists from other professions. The Consultant shall demonstrate the ability to perform these services by presenting to the County a tabulation of ITS project history, involvement, staff skills and experience and available resources. The County anticipates that there may be several Consultants involved in varying ITS initiatives from other agencies and/or departments.

Task 6.01 Review of FDOT District One ITS Architecture

This task involves a review of the statewide ITS architecture with modifications as necessary to reflect most current requirements and updates for: user services/market packages, equipment packages, terminators, information flows, service integration, and concept of operations.

Task 6.02 ITS Clearinghouse Services

Determine best means for all ITS project related development and performance information to be shared among stakeholders. Information can include local, state, and national projects of general interest in Lee County (e.g., variable pricing, arterial traffic management, etc.). Basically, this effort would provide related information on ITS to stakeholders in a timely manner to improve their awareness and level of participation. This activity could also include information sharing workshops, seminars, training sessions, and open forums.

Task 6.03 Identify Short-Range ITS Applications

Require stakeholders to identify ITS applications that will be appropriate to address needs over the next five years. Most likely, for an area just undergoing an examination of ITS feasibility, a number of comprehensive area-wide studies will first have to be conducted in order to identify specific short-range projects. These studies may include such efforts as:

- A) Lee County ITS Strategic Plan
- B) Lee County Regional Architecture and Implementation Plan (detailing the generic District 1 ITS Architecture for Lee County)
- C) Integrated Regional Communication Needs and Master Plan
- D) Integrated Regional Traffic Management Needs and Master Plan
- E) Integrated Regional Traveler Information System Needs and Master Plan
- F) Integrated Regional Incident Detection and Response Needs and Master Plan
- G) Master Plan for Regional ITS Data Archiving
- H) Feasibility for ITS Applications to Improve Regional Goods Movement
- I) Feasibility for ITS Applications to Improve Regional Inter-Modal Travel

Task 6.04 Identify Long-Range ITS Applications

For purposes of incorporation into the Long-Range Transportation Plan, ITS projects necessary in the 5-20 year timeframe must be defined.

Task 6.05 Develop ITS Project Ranking Process

Once projects are identified, a consistent method for evaluating and ranking from an overall County benefit perspective must then be developed and applied. This process should be conducted concurrently with the traditional Transportation Improvement Program process.

Task 6.06 Develop ITS Performance Monitoring and Reporting Process

Accurate, understandable, and regular monitoring and reporting of ITS project performance must be done for both decision makers and the general public.

Task 6.07 Research and assist in development of ITS equipment and component package Standards.

The County will request the Consultant provide guidance for the development of equipment hardware and software standards for ITS applications to ensure interoperability and compliance with National, State and Regional ITS standards.

Task 6.08 ITS Design and Design – Build

The Consultant shall furnish design services to prepare ITS plans suitable for bidding, quotations or issuance of request for proposals. ITS design items include, but are limited to, fiber optic cable layout, hubs, switches, routers, closed circuit television (CCTV) camera, detection devices, traffic adaptive systems, and dynamic message signs. The plans format and method of procurement shall be determined by Lee County and will include a GIS layer that matches the County GIS system.

Task 7.00 DESIGN PLANS

Traffic Signals and Systems- the Consultant shall be capable of performing various levels of transportation related design and preparing corresponding design plans. The Consultant shall perform some or all of the following tasks. These tasks involve highly technical skills and broader skill ranges that may include specialists from other professions.

Task 7.01

The Consultant shall furnish design services and prepare a complete set of construction plans for the signalization of intersections identified by the County. Plans will be prepared in accordance with the Lee County Department of Transportation Design Specifications, and the Florida Department of Transportation Roadway and Traffic Design Standards and/or any other applicable standards or guidelines, and submitted for review as follows:

a) Basic Plans

The Consultant shall submit to the County four (4) sets of prints of the preliminary plans for review. Plans will include:

- Plan sheet showing poles, foundations, signal heads, controllers, loop locations, Fiber Optic Cable, Patch Panel, ITS Switch, detection devices, CCTV and appurtenances.
- Geometric designs and/or configurations
- Land Surveys
- Drainage designs and features
- ROW conflicts and all utilities
- Subsurface investigation and foundation design
- Copies of intersection design volumes, recommended signal phasing, timing, and capacity analysis.

b) Detail Plans

The Consultant shall submit to the County two (2) sets of prints of the final signal plans for review plus an electronic version.

Task 7.02 Street Lighting Plans

The Consultant shall furnish design services and prepare a complete set of construction plans for street lighting of intersections and roadways identified by the County. Plans will be prepared in accordance with Lee County Standards and Specifications, the Florida Department of Transportation Roadway and Traffic Design Standards and criteria for Providing Illumination of Intersections and the American Association of State Highway and Transportation Officials "Guide to Roadway

Lighting," and/or any other applicable standards or guidelines, and submitted for review as follows:

a) Basic Plans

The Consultant shall submit to the County two (2) sets of prints of the preliminary plans for review plus an electronic version. Plans will include:

- Geometric designs and/or configurations
- ROW conflicts and all utilities
- Land Surveys
- Plan sheet showing poles, foundations, luminaries and appurtenances.
- Copies of illumination intensity.

b) Detail Plans

The Consultant shall submit to the County four (4) sets of prints of the final street lighting plans for review.

Task 7.03 Signing and Pavement Marking Plans

The Consultant shall furnish design services and prepare construction plans for traffic signs and pavement markings for intersections and roadways identified by the County. Plans shall be prepared in accordance with the Florida Department of Transportation Roadway and Traffic Design Standards, and/or any other applicable standards or guidelines, and submitted for review as follows:

a) Basic Plans

The Consultant shall submit to the County two (2) sets of prints of the preliminary plans for review plus an electronic version of prints of the preliminary plans for review.

- Geometry of road segment and/or configuration
- ROW conflicts and all utilities
- Plans will show signs – sizes, sheeting type, legends, and MUTCD sign codes, post locations, and post type.
- Plans will show markings and raised pavement markers – color and width and pattern.

b) Detail Plans

The Consultant shall submit to the County two (2) sets of prints of the final signs and markings plans plus an electronic version for review.

Task 7.03 Other Devices and Traffic Facilities

The Consultant shall furnish design services and prepare construction plans for other devices and traffic facilities for intersections and roadways identified by the County. Plans shall be prepared in accordance with the Florida Department of Transportation Roadway and Traffic Design Standards, and/or any other applicable standards or guidelines, and submitted for review as follows:

a) Basic Plans

The Consultant shall submit to the County four (4) sets of prints of the final signs and markings plans for review.

b) Detail Plans

The Consultant shall submit to the County four (4) sets of prints of the final signs and markings plans for review.

TASK 8.00 – SIGNAL AND CONSTRUCTION INSPECTIONS

The Consultant shall be capable of performing engineering related inspections of various types of transportation signalization and ITS related construction. The Consultant shall perform some or all of the following tasks. These tasks involve highly technical skills and broader skill ranges that may include specialists from other professions.

Task 8.01 Traffic Signal Inspection-shall be either an employee or subcontractor of the Consulting firm.

The Consultant will perform technical inspection on traffic signalization work to determine if it is in compliance with County plans and specifications and the National Electrical Code.

Upon thirty-six (36) hours of verbal notification (followed by a faxed copy of a written Supplemental Task Authorization (STA), the Consultant will perform the signal inspection. The County will provide the location of the inspection to be performed. After the inspection the normal period allowed for completion of the County's inspection forms is four (4) working days. It is the Consultant's responsibility to arrange the date and time of the inspection with the Contractor and the County's representative.

This section specifies the different types of inspections that can be performed by the Consultant and the responsibilities of the Consultant and the County. A qualified individual, who holds current certificates from IMSA as a Level II – Traffic Signals, and as a Traffic Signal Inspection, shall perform the inspection.

Task 8.01.01 Turn-On Inspection

A qualified Traffic Signal Inspector of the firm will perform a technical inspection on all traffic signalization work to determine if it is in compliance with County plans and specifications and the National Electrical Code. The inspection includes checking the controller sequences per signal operating plan, the correct timing, checking all sensor units and detector loops, and checking all traffic signal heads and the span wire and/or cantilever arm assembly. All items not in compliance with the MUTCD and/or County standards will be identified and a listing developed which shows the nonconformance items per location. The inspection results and nonconformance items will be recorded on standard inspection report forms furnished by the County. The inspector will advise the Project Manager as to the completeness and suitability of the installation.

If the signalized intersection is not ready for turn-on (i.e. no stop bars or missing equipment) the inspector will wait one (1) hour before canceling the turn-on inspection. If the work is not completed within the hour the inspector will advise the County why the turn-on inspection was canceled. The County may re-schedule the turn-on inspection.

Task Products:

- Traffic signal turned on and fully operational.
- Traffic Signal Inspection/Inventory Report
- Intersection Memorandum (Punchlist)

Task 8.01.02 Final Inspection

A qualified Traffic Signal Inspector of the firm will perform a final inspection to make sure that all nonconformance items that were identified during the Turn-on inspection have been corrected. The inspection report shall be recorded on standard forms furnished by the County.

If the Contractor has not finished correcting the nonconforming items, the signal inspector will wait one (1) hour before canceling the final inspection. If the work is not completed within the hour the inspector will advise the County as to why the final inspection was canceled. The County may re-schedule the final inspection.

Task Products:

- Turn over signal to Maintaining Agency.
- Final Inspection Report.
- Intersection Memorandum (Punchlist).

Task 8.01.03 Signal Inspection Inventory

The Consultant will be responsible for inspecting one intersection and shall conduct a field inventory identifying age, condition, and model (where applicable) of all signal equipment. The condition of all loops, pull boxes, and saw cut runs is to be reported. In addition, all loops are to be tested at the controller for Series Resistance and Insulation Resistance and any “bad” loops are to be identified.

The controller cabinet is to be inventoried for the model, serial number, age, and capabilities of all controllers, coordinating units, masters, weekly program units, system interface units, modems, and interconnect media. As part of this task, record the type and location of any signal interconnect equipment and the operational plan(s) in effect. Coordination with the maintaining agency(s) is the responsibility of the Consultant. In addition, the existing phasing as well as the local and system timings are to be recorded.

The following is a list that includes, but is not limited to, the expected signal equipment inventory:

- Signal displays (including height of signal displays)
- Cabling and Connections
- Electrical Power Service
- Poles
- Pedestrian Features
- Loops, video, or other traffic detection device
- Controller Cabinet

Task Products:

- Signal Inspection Report
- Existing Phasing and Signal Timings (Local and System)(Chart)

Task 8.01.04 Loop, Video Or Other Traffic Detection Device Turn-On/Final Inspection

A qualified Traffic Signal inspector of the firm will perform a technical turn-on or final inspection on all traffic signalization work, directly related to the replacing or installation of loops, video or other traffic detection device of the intersection, to determine if it is in compliance with Department plans and specifications and the National Electrical Code. The inspection includes checking the correct timing and checking all sensor units and detector loops, video or other traffic device. All items not in compliance with the MUTCD and/or Department standards will be identified and a listing developed which shows the nonconformance items per location. The inspection results and nonconformance items will be recorded on standard inspection report forms furnished by the District Traffic Operations Engineer. The inspector will advise the Construction Resident Engineer and Department Project Engineer as to the completeness and suitability of the installation.

If the signalized intersection is not ready for the inspection (i.e. all of the loops have not been installed or missing equipment) the inspector will wait one (1) hour before canceling the turn-on inspection. If the work is not completed within the hour the inspector will advise the department why the turn-on inspection was canceled. The department may re-schedule the turn-on inspection.

Task Products:

- Traffic loops video or other traffic detection device are fully operational.
- Traffic Signal Inspection/Inventory Report
- Intersection Memorandum (Punchlist)

Task 8.01.05 ITS Device And Communication Turn-On/Final Inspection

A qualified Traffic Signal inspector of the Consulting firm or subcontractor of the Consulting firm will perform a technical turn-on or final inspection on all ITS traffic signalization work, directly related to the replacing or installation of Fiber Optic Cabling, Copper Cabling, Patch Panels, ITS Switches and any other device required for the intersection to communicate to the Lee County Traffic Operations Center to determine if it is in compliance with Department plans and specifications and the National Electrical Code. The inspection includes checking the correct ITS devices have been installed and are communicating, Fiber splicing is done according to plan, all fiber has been tested using an Optical Time Domain Reflectometer, bi-directionally. If this is a new installation, verification that all required work has been accomplished within Lee County's monitoring software. All items not in compliance with the MUTCD and/or Department standards will be identified and a listing developed which

shows the nonconformance items per location. The inspection results and nonconformance items will be recorded on standard inspection report forms furnished by the District Traffic Operations Engineer. The inspector will advise the Construction Resident Engineer and Department Project Engineer as to the completeness and suitability of the installation.

If the signalized intersection is not ready for the inspection the inspector will wait one (1) hour before canceling the turn-on inspection. If the work is not completed within the hour the inspector will advise the department why the turn-on inspection was canceled. The department may re-schedule the turn-on inspection.

Task Products:

- Fiber Optic Cable, Copper Cable, Patch Panel, ITS Switch and any other devices required to provide communication to the Traffic Operation Center are fully operational.
- Traffic Signal Inspection/Inventory Report
- Intersection Memorandum (Punchlist)

Task 8.02 Construction Inspection

During the construction phase, the Consultant shall furnish professional services of Construction Contract Administration, Construction Engineering Services, Construction Contract Management Services and/or Inspection Services. The section shall describe those tasks associated with this function.

Task 8.02.01 Site Visits

The Consultant shall make visits to the site at agreed upon intervals, as appropriate to the various stages of construction. The Consultant will observe as an experienced and qualified design professional the progress and quality of the executed work of Contractor(s) to determine if work is proceeding in substantial accordance with the contract documents. On the basis of such on-site observations as the County's Consultant, the Consultant shall keep the County informed of the progress of the work and shall endeavor and exercise due diligence to protect the County against observed defects or deficiencies in the work or delays of the Contractor.

The Consultant shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or the safety precautions and programs incident to the work of the Contractor(s). The Consultant shall not be responsible for the failure of the Contractor(s) to perform the work in accordance with the contract documents, but shall assist the County in determining potential hindrances to progress and safety by documenting observed problems and recommending methods to assist in safe and timely project completion.

Task 8.02.02 Change Orders/Interpretations

The Consultant shall prepare Change Orders as required and as may be initiated or recommended by the County, the Consultant or the Contractor(s). The Consultant shall act as the County's Consultant to require special inspection or testing of the work subject to the written approval of the County, act as initial interpreter of the requirements of the contract documents, and render evaluations of the acceptability of the work thereunder.

Task 8.02.03 Shop Drawings

Review, reject and/or approve shop drawings, which each Contractor is required to submit, but only for conformance with the design concept of the project and compliance with the contract documents. Also determine the acceptability, subject to County approval, of substitute materials and equipment proposed by Contractor. All this work will be scheduled, transmitted and received by the County.

Task 8.02.04 Clarifications

The Consultant will respond to requests of the County for necessary clarifications and interpretations of the contract documents. The compensation for the work in this paragraph is not intended to be applied as a remedy to any plan or document deficiencies that may become evident during the construction phase.

Task 8.02.05 Pay Requests

The Consultant shall review payment requests submitted by the Contractor and determine the amount owed to the Contractor.

The Consultant's recommendation for payment shall constitute a representation by the Consultant to the County, based on the Consultant's qualified design professional and on the Consultant's review of the applications for payment and the accompanying data and schedules that the work has progressed to the point indicated; that to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the contract and that the Contractor is entitled to the amount of payment recommended.

However, by recommending any such payments, the Consultant shall not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or quantity of the work beyond the responsibilities specifically assigned to the Consultant in the project's supplement to the master contract.

Task 8.02.06 Full-Time Inspections

The County may ask for full-time inspection services. In this task, the Consultant shall, in addition to the services provided under task 8.02.01, provide daily on-site inspection services to review the progress of the work.

Bound daily field inspections logs and reports in Lee County format shall be provided to the County on a monthly basis, noting observations

on the character of the work, work progress, observed deficiencies, defects, delays and problems. The Consultant shall provide a written report, submitted month, for work completed during the reporting period. The report shall recap the status of construction, whether ahead or behind the approved construction schedule, status of guarantees, warranties, review of material test results, need for contract modification, if necessary, and impact on project budget.

Alternatively, the Consultant will provide qualified personnel of various abilities to work directly under the supervision of the County's Construction Administration staff. This will be determined on a project-by-project case. The credentials and experience of all such individuals must be submitted to the County. All key personnel changes are subject to County approval.

Task 8.02.07 Materials Testing

The Consultant shall work with the laboratory hired by the County for the performance of sampling and testing of component materials and completed work items in conformance with the FDOT Material Sampling, Testing and Reporting Guide in effect at the time the County approved the resulting contract, to the extent that will confirm that the materials and workmanship incorporated into the project is in substantial conformity with the requirements of the plans, specifications and within the resulting contract.

Task 8.02.08 Final Inspection/Certifications

Participate in a pre-final inspection for the purpose of determining if the project is substantially complete, and participate with the County in the preparation of a written "punch list" of all incomplete, defective or deficient items.

Participate in a final inspection together with County and Contractor representatives to assure that all "punch list" items are completed and the work is indeed completed in accordance with all contract documents. Upon completion of the final inspection, certify, in writing to the County, that the work in place is acceptable, subject to any conditions therein expressed.

After satisfactory completion of the project, the Consultant shall prepare certification and/or notification of the completion of construction to the satisfaction of any permitting agency requiring such a submittal.

Task 8.02.09 Record Drawings

Prepare record drawings delineating the dimensions, locations, elevations, etc. of all facilities as constructed. Provide the County with electronic record drawings clearly marked "as built." In preparing these drawings, the Consultant will revise the original contract drawings utilizing information provided by the County from the Contractor who will upgrade "as built" information periodically as the construction effort progresses, and as supplemented by appropriate observation or survey work by the Consultant.

From documents and records supplied by the Contractor, the Consultant shall prepare and provide to the County signed and sealed record drawings as well as electronic version of same compatible with the County Computer-Aided Design and Drafting system at the time of delivery. These record drawings shall not show any changes from the original plans, which do not exceed tolerances listed:

Elevation Greater than .0833 feet.

Horizontal Stationing Greater than 1.0 feet.

Distances Greater than 1.0 feet.

Structure dimensions Greater than .0833 feet.

Material Changes All.

Product Changes All.

Based on record drawing information furnished by the Contractor, the Consultant shall prepare certification letters to permit agencies.

Task 9.00 MINOR GEOMETRIC DESIGN

Task 9.01 Construction Plans

The Consultant shall furnish design services and prepare a complete set of construction plans for minor roadway construction projects identified by the County. Plans will be prepared in accordance with the Lee County Department of Transportation Design Specifications, the FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance of Streets and Highways, and other applicable standards or guidelines.

A) BASIC PLANS

The Consultant should submit to the County four sets of prints of the preliminary plans for review. Plans will include:

- Roadway Cross Sections
- Geometric Design
- Sign and Marking Plans
- Drainage Plans
- Utility conflicts
- ROW

B) FINAL PLANS

The Consultant should submit to the County four sets of prints of the final plans for review.

Task 9.02 Surveying

The Consultant shall furnish land survey services of the site identified by the County. The survey map shall identify:

- 1) Rights-of-way
- 2) Roadway features, curb & cutter, sidewalks, pavement
- 3) Utilities and other appurtenances
- 4) Elevations

Task 10.00 MISCELLANEOUS SERVICES

The County may require professional traffic engineering or inspection services not specifically called out in the preceding tasks. Such services may be included in this contract as requested by the County in accordance with the Guidelines included in any STA.

End of Scope of Work

SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

1. SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

- 1.1 Interested firms shall include the following information in their submittal responses to this solicitation. The following format and sequence should be followed in order to provide consistency in the firm's responses and to ensure each proposal receives full consideration. Use 8 ½ x 11 sheet pages only with minimum font size of 10 points and with tabs or section dividers to separate sections as defined below. More than one section is permitted on one page unless otherwise indicated below. Undesignated information shall be inserted at the rear of each package. Place page numbers at the bottom of every page, excluding dividers. Proposal documents should not contain links to other web pages; such links will not be reviewed for evaluation purposes.
- 1.2 Submittal package may not exceed **10 pages** printed single-sided; **page restriction excludes required forms found herein and dividers**. **PLEASE INCLUDE PAGE TABS/SECTION DIVIDERS** so that those evaluating your submittal can easily compare each section with others that are submitted. If any of the information provided by the Proposer is found to be, in the sole opinion of the Evaluation Committee and Procurement Management Director, substantially unreliable their proposal may be rejected.
- 1.3 Proposers shall submit one (1) original hard copy (clearly marked as such) and six (6) electronic version(s) on (6) USB flash drive set(s) containing the proposal submittal in an unlocked PDF format. The County may request specific files be submitted in specialty format (IE: Provide a Project Timeline in Excel format.) Vendor shall accommodate such specialty requests as stated within the submittal requirements describe herein. Should files not be provided in the format or quantity as requested Vendor may be deemed Non-Responsive and therefore ineligible for award. In case of any discrepancies, the original will be considered by the County in evaluating the Proposal, and the electronic version is provided for the County's administrative convenience only. Limit the color and number of images to avoid unmanageable file sizes.

COVER PAGE: Introduction

- Project RFP Number & Name
- Firm's Name & Address
- Firm's Contact Person & Information (phone, fax and email address)
- How many years has Proposer been in business under present name?
- Under what other former names has your organization operated?

TAB 1: Qualifications of Firm

- Provide a description of your firm, your firm's experience, and underlying philosophy in providing the services as described and requested herein. Description should include details such as: abilities, capacity, skill, strengths, number of years, etc...
- Provide a letter of bond-ability from a Surety company, on their letterhead, specifying and confirming your firm's bonding capability.

TAB 2: Prior Project Experience

Provide a brief summary of past traffic engineering projects that your firm has completed demonstrating experience in the type of projects for services requested.

On Form 1a:

1. Minimum Project Experience:

Provide a minimum of three (3) project references including a brief history of the proposer's experience with traffic engineering for at least three (3) references whom the proposer has contracted work with within the last seven (7) years on the form 1a. **Government references preferred.**

➤ Details for each project example provided should be on the Form 1a and include:

- Project Name
- Project Address
- Customer Name
- Customer Contact Information
- Point of contact Name, Phone, and Email
- Brief description of work provided.
- Initial costs of work
- Final costs of work
- Number of change orders
- Total completion time (From Notice to Proceed to Final Invoice payment)

On the Reference Survey:

2. Complete the Reference Survey form attached herein and provide three (3) references on the form provided.

➤ Provide a statement of understanding that your firm recognizes the County reserves the right to evaluate the proposing Firm on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) as part of their experience criteria.

TAB 3: Firm Plan of Approach

➤ Provide a detailed Plan of Approach that explains how your firm intends to comply with and meet the anticipated deliverables as detailed within this solicitation.

TAB 4: Personnel

➤ Provide a detailed description of the firm's specific project management team that will be assigned to the Lee County contract. Identify the roles and responsibilities of the primary team members as they pertain/apply to the Project Approach and include details that demonstrate individual's knowledge and understanding of the types of services to be performed as well as previous experience in similar or related work. Provide an organizational chart showing all key personnel that will be assigned to the Lee County contract. (Note: ORG chart does not count towards the total page count for submittal package).

➤ Firm must identify staff member that will serve as Project Director that shall be authorized and responsible to act on behalf of the Consultant with respect to directing, coordinating and administering all aspects of the services to be provided and performed.

➤ Provide a statement acknowledging your firm's understanding that the project management team/key team members assigned to the Lee County contract, as described above, shall not be substituted without the expressed permission of Lee County.

- Provide resumes of proposed **specific** project management team to be assigned to the Lee County contract.
Resumes are not included within page restrictions, but should be limited to one (1) page per person.

TAB 5: Required Forms

- Forms 1- 7

2. SCORING CRITERIA & WEIGHT

CRITERIA	CRITERIA DESCRIPTION	MAX. POINTS AVAILABLE
1	QUALIFICATIONS OF FIRM (TAB 1)	10
2	PRIOR PROJECT EXPERIENCE (TAB 2)	35
3	FIRM PLAN OF APPROACH (TAB 3)	30
4	PERSONNEL (TAB 4)	25
TOTAL POINTS		100
*Additional details and documents found within submittal package, although not located within tabs as listed above, may be reviewed and considered by evaluation committee when scoring Proposers.		

3. RFP SUBMISSION SCHEDULE

Submission Description	Date(s)	Time
Advertise Request for Proposal (RFP)	November 3, 2017	N/A
Pre-Proposal Meeting	N/A	N/A
Proposal Question Deadline	8 Calendar days prior to submission deadline	Prior to 5:00 PM
Submission Deadline	December 4, 2017	Prior to 2:30 PM
First Committee Meeting & Discussion	Wednesday, December 20, 2017	10:30 AM
Notify Shortlist Selection via e-mail (If applicable)	TBD	N/A
Final Scoring/Selection Meeting (If applicable)	TBD	TBD

End of Submittal Requirements & Evaluation Criteria Section

REQUIRED FORMS

REQUEST FOR PROPOSAL CCNA

These forms are required and should be submitted with all proposals. If it is determined that forms in this selection are not applicable to your company or solicitation they should be marked “N/A or Not Applicable” across the form in large letters and returned with your submission package. *Note:* If submitting via hard copy the original must be a manually signed original. Include additional copies, if specified, in the Solicitation documents.

Form # **Title/Description**

1 ***Solicitation Response Form***

All signatures must be by a corporate authorized representative, witnessed, and corporate and/or notary seal (if applicable.) The corporate or mailing address must match the company information as it is listed on the Florida Department of State Division of Corporations. Attach a copy of the web-page(s) from <http://www.sunbiz.org> as certification of this required information. Sample attached for your reference.
Verify that all addenda and tax identification number have been provided.

1a ***Minimum Requirements Table*** (RFP-CCNA) *(if applicable)*

Provide relevant project information.

1b ***Business Relationship Disclosure Requirement*** (if Applicable)

Sections 112.313(3) and 112.313(7), FL § , prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. If this **disclosure is applicable request form** “*INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS*” (Required by 112.313(12)(b), Florida Statute (1983)) to be completed and **returned with solicitation response**. **It is the Proposer’s responsibility to request form and disclose this relationship, failure to do so could result in being declared non-responsive.**
NOTICE: UNDER THE PROVISIONS OF FL § #112.317 (1983), A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$5,000.00.

2 ***Affidavit Certification Immigration Laws***

Form is acknowledgement that the Proposer is in compliance in regard to Immigration Laws.

3 ***Reference Survey***

Provide this form to a minimum of three references. This form will be turned in with the bid or proposal package.

1. **Section 1:** Bidder/Proposer to complete with reference respondent’s information prior to providing to them for their response. (This is **not** the Bidder/Proposer’s information.)
2. **Section 2:** Enter the name of the Bidder/Proposer; provide the project information that the reference respondent is to provide a response for.
3. The reference respondent should complete “**Section 3.**”
4. **Section 4:** The reference respondent to print and sign name
5. A **minimum of 3 reference responses** are requested to be returned with bid or proposal package.
6. Failure to obtain reference surveys may make your company non-responsive.

4 *Negligence or Breach of Contract Disclosure Form*

The form may be used to disclose negligence or breach of contract litigation that your company may be a part of over the past ten years. You may need to duplicate this form to list all history. If the Proposer has more than 10 lawsuits, you may narrow them to litigation of the company or subsidiary submitting the solicitation response. Include, at a minimum, litigation for similar projects completed in the State of Florida. Final outcome should include in whose favor the litigation was settled and was a monetary amount awarded. The settlement amount may remain anonymous.

If you have **no litigation**, enter “None” in the first “type of incident” block of the form. Please do not write N/A on this form.

5 *Affidavit Principal Place of Business*

Certifies Proposer’s location information. Local Vendor Preference and Location Point values are excluded when prohibited by grant or funding source. (In such cases form will be informational only.)

6 *Sub-Contractor List* (if applicable)

To be completed and returned when sub-contractors are to be utilized and are known at the time of the submission.

7 *Public Entity Crimes Form*

Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

Proposal Label (Required)

Self-explanatory. Please affix to the outside of the sealed submission documents. The mailing envelope **MUST** be sealed and marked with:

- ✓ Solicitation Number
- ✓ Opening Date and/or Receiving Date
- ✓ Mailing Address:
Lee County Procurement Management Division
1500 Monroe Street, 4th Floor Fort Myers, FL 33901

Include any licenses or certifications requested (if applicable)

It is the Proposer’s responsibility to insure the Solicitation Response is mailed or delivered in time to be received no later than the specified opening date and time. (If solicitation is not received prior to deadline it cannot be considered or accepted.)



LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM

Date Submitted: _____ Deadline Date: 12/4/2017

SOLICITATION IDENTIFICATION: CN170297TJM

SOLICITATION NAME: Annual-Miscellaneous Traffic Engineering

COMPANY NAME: _____

NAME & TITLE: (TYPED OR PRINTED) _____

BUSINESS ADDRESS: (PHYSICAL) _____

CORPORATE OR MAILING ADDRESS: _____

[] SAME AS PHYSICAL

ADDRESS MUST MATCH SUNBIZ.ORG

E-MAIL ADDRESS: _____

PHONE NUMBER: _____ FAX NUMBER: _____

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.

In submitting this proposal, Proposer makes all representations required by the instructions to Proposer and further warrants and represents that: Proposer has examined copies of all the solicitation documents and the following addenda:

No. _____ Dated: _____ No. _____ Dated: _____ No. _____ Dated: _____
No. _____ Dated: _____ No. _____ Dated: _____ No. _____ Dated: _____

Tax Payer Identification Number: _____

(1) Employer Identification Number -OI- (2) Social Security Number:

** Lee County collects your social security number for tax reporting purposes only

Please submit a copy of your registration from the website www.sunbiz.org establishing the Proposer/firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the Florida Department of State, Division of Corporations.

1 Collusion Statement: Lee County, Fort Myers, Florida The undersigned, as Proposer, hereby declares that no person or other persons, other than the undersigned, are interested in this solicitation as Principal, and that this solicitation is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby propose and agree to furnish this service according to the requirements set out in the solicitation documents, specifications or scope of work for said service for the prices as listed on the county provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.

2 **Scrutinized Companies Certification:**

Section 287.135, FL § , prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, FL § .

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, FL § , the submission of a false certification may subject company to civil penalties, attorney’s fees, and/or costs.

Form#1 – Solicitation Form, Page 2

3 **Business Relationship Disclosure Requirement:** Sections 112.313(3) and 112.313(7), FL § , prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, FL § and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), FL § (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

If this disclosure is applicable request form “INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS” (Required by 112.313(12)(b), Florida Statute (1983)) to be completed and returned with solicitation response. It is the Proposer’s responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.

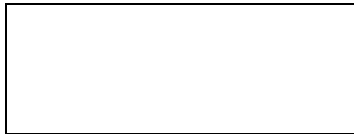
Business Relationship Applicable (request form)

Business Relationship NOT Applicable

4 Disadvantaged Business Enterprise (DBE) Proposer? If yes, please attach a current certificate. Yes No

ALL PROPOSALS MUST BE EXECUTED BY AN AUTHORIZED AUTHORITY OF THE PROPOSER. WITNESSED AND SEALED (IF APPLICABLE)

Company Name (Name printed or typed)



(Affix Corporate Seal, if applicable)

Authorized Representative Name (printed or typed)

Authorized Representative’s Title (printed or typed)

Witnessed/Attested by: (Witness/Secretary name and title printed or typed)

Authorized Representative’s Signature

Witness/Secretary Signature

Any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County’s Form may result in the submission being declared non-responsive by the County.

Detail by Entity Name

Florida Profit Corporation

Bill's Widget Corporation

Filing Information

Document Number 655555
FEI/EIN Number 5111111111
Date Filed 09/22/1980
State FL
Status ACTIVE
Last Event AMENDED AND RESTATED ARTICLES
Event Date Filed 07/25/2006
Event Effective Date NONE

Principal Address

555 N Main Street
Your Town, USA 99999

Changed 02/11/2012

Verify either Principal or Mailing address is on Form 1

Mailing Address

555 N Main Street
MYour Town, USA 99999

Changed 02/11/2012

Registered Agent Name & Address

My Registered Agent
111 Registration Road
Registration, USA99999

Name Changed:12/14/2006

Address Changed: 12/14/2006

Officer/Director Detail

Name & Address

Title P

President, First
555 AVENUE
Anytown, USA99999

The corporate authorized representative executing the documents must be authorized by member shown in this section of the sunbiz.org printout)

Title V

President, Second
555 AVENUE
Anytown, USA99999

Required form 1a Minimum Requirements Table (form may be expanded or duplicated as needed) Provide a minimum of three (3) project references including a brief history of the proposer's experience with traffic engineering for at least three (3) references whom the proposer has contracted work with within the last seven (7) years on the form 1a. **Government references preferred.**

Proposer Name:

Relevant Projects:

Project Name: _____
 Project Address: _____

 Customer Name: _____
 Customer Contact info _____
 Telephone: _____
 E-Mail: _____
 Initial Project Cost: Awarded \$ _____
 Final \$ _____
 Completion Timeframe _____ (calendar days)
 Schedule: Planned _____
 Actual _____ (calendar days)

PROJECT 1 Summary of Project Scope:

Project Name: _____
 Project Address: _____

 Customer Name: _____
 Customer Contact info _____
 Telephone: _____
 E-Mail: _____
 Initial Project Cost: Awarded \$ _____
 Final \$ _____
 Completion Timeframe _____ (calendar days)
 Schedule: Planned _____
 Actual _____ (calendar days)

PROJECT 2 Summary of Project Scope:

Project Name: _____
 Project Address: _____

 Customer Name: _____
 Customer Contact info _____
 Telephone: _____
 E-Mail: _____
 Initial Project Cost: Awarded \$ _____
 Final \$ _____
 Completion Timeframe _____ (calendar days)
 Schedule: Planned _____
 Actual _____ (calendar days)

PROJECT 3 Summary of Project Scope:

Required form 1a Minimum Requirements Table form may be expanded or duplicated as needed) Provide a minimum of three (3) project references including a brief history of the proposer’s experience with traffic engineering for at least three (3) references whom the proposer has contracted work with within the last seven (7) years on the form 1a. **Government references preferred.**

Proposer Name: _____

Relevant Projects:

Project Name: _____
 Project Address: _____

 Customer Name: _____
 Customer Contact info
 Telephone: _____
 E-Mail: _____
 Initial Project Cost: **Awarded** \$ _____
 Final \$ _____
 Completion Timeframe _____ (calendar days)
 Schedule: **Planned** _____
 Actual _____ (calendar days)

PROJECT 4 Summary of Project Scope:

Project Name: _____
 Project Address: _____

 Customer Name: _____
 Customer Contact info
 Telephone: _____
 E-Mail: _____
 Initial Project Cost: **Awarded** \$ _____
 Final \$ _____
 Completion Timeframe _____ (calendar days)
 Schedule: **Planned** _____
 Actual _____ (calendar days)

PROJECT 5 Summary of Project Scope:



AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: CN170297TJM SOLICITATION NAME: Annual-Miscellaneous Traffic Engineering

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT (“INA”).

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.**

PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature Title Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____
20____, by _____ who has produced

(Print or Type Name)
_____ as identification.

(Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**



REFERENCE SURVEY

Solicitation # **CN170297TJM**

Annual -Miscellaneous Traffic Engineering

Section 1	Reference Respondent Information	Please return completed form to:	
FROM:	_____	Bidder/Proposer:	
COMPANY:	_____	Due Date: 12/4/2017	
PHONE #:	_____	Total # Pages: 1	
FAX #:	_____	Phone #:	Fax #:
EMAIL:	_____	Bidder/Proposer E-Mail:	

Section 2 Enter Bidder/Proposer Information , if applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)

Proposer Name: _____			
Reference Project Name:	Project Address:	Project Cost:	
Summarize Scope:			

You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.

Section 3	Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?	
2. Were any problems encountered with the company's work performance?	
3. Were any change orders or contract amendments issued, other than owner initiated?	
4. Was the job completed on time?	
5. Was the job completed within budget?	
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. <small>Rate from 1 to 10. (10 being highest)</small>	
7. If the opportunity were to present itself, would you rehire this company?	
8. Please provide any additional comments pertinent to this company and the work performed for you:	

Section 4

Reference Name (Print) _____

Please submit non-Lee County employees as references

Reference Signature _____



**ALLEGED NEGLIGENCE OR BREACH OF CONTRACT
DISCLOSURE FORM**

Please fill in the form below. Provide each incident in regard to alleged negligence or breach of contract that has occurred over the past 10 years. Please compete in chronological order with the most recent incident on starting on page 1. Please do not modify this form (expansion of spacing allowed) or submit your own variation.

Company Name: _____

Type of Incident <i>Alleged Negligence or Breach of Contract</i>	Incident Date And Date Filed	Plaintiff <i>(Who took action against your company)</i>	Case Number	Court <i>County/State</i>	Project	Claim Reason <i>(initial circumstances)</i>	Final Outcome <i>(who prevailed)</i>

Make as many copies of this sheet as necessary in order to **provide a 10-year history** of the requested information. If there is no action pending or action taken in the last 10 years, complete the **company name and write "NONE" in the first "Type of Incident" box** of this page and return with your proposal package. This form should also include the primary partners listed in your proposal. Do not include litigation with your company as the plaintiff. Final outcome should include who prevailed and what method of settlement was made. If a monetary settlement was made the amount may remain anonymous.

Page Number: _____ Of _____ Total pages

Update the page number to reflect the current page and the total number of pages. Example: Page 3, of 5 total submitted pages of this form.

Proposals may be declared “non-responsive” due to omissions of “Negligence or Breach of Contract” on this disclosure form. Additionally, proposals may be declared “not responsible” due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the proposer to assure good faith performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney.



AFFIDAVIT PRINCIPAL PLACE OF BUSINESS

Local Vendor Preference (Non-CCNA)
 (Lee County Ordinance No. 08-26)
 Location Identification (CCNA)

Instructions: Please complete all information that is applicable to your firm

Company Name: _____

Printed name of authorized signer _____

Title _____

⇒
 Authorized Signature _____

_____ Date

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

Notary:
 State of _____
 County of _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____

20 _____ who has produced

_____ as identification (or personally known)

 Type of ID and number

⇒
 Notary Public Signature _____

Notary Commission Number and expiration _____

1. Principal place of business is located within the boundaries of: _____ Lee County
 _____ Collier County
 _____ Non-Local

Local Business Tax License # _____

2. Address of Principal Place of Business: _____

3. Number of years at this location _____ years

4. Have you provided goods or services to Lee County on a regular basis within the past 3 consecutive years
 _____ Yes* _____ No *If yes, attach contractual history for past 3 consecutive years

5. Number of available employees for this contract _____

6. Does your company have a Drug Free Workplace Policy _____ Yes _____ No



SUB-CONTRACTOR LIST

Sub-contractor Name	Area Of Work	Point Of Contact Or Project Supervisor	Phone Number and Email	Qualified DBE Yes/No	Amount or Percentage of Total

Please include sub-contractors name, area of work (i.e. mechanical, electrical, etc.) and a **valid** phone number and email. Also include the dollar value or percentage that the sub-contractor will be performing. If sub-contractors qualify as Disadvantaged Business Enterprise (**DBE**) contractors, please attach a current certificate.

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to _____
(Print name of the public entity)

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

(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: On the attached sheet.) Required as per IRS Form W-9.

2. 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 with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without 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, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "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 offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the 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 fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter 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, partners, shareholders, employees, members, and agents who are active in management of the entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have 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, member, or agents who are active in 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 subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing 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 vendor 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 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH 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 OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

(Date)

STATE OF _____
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day
of _____, 2_____.

(NOTARY PUBLIC)

My Commission Expires: _____

Cut along the outer border and affix this label to your sealed solicitation envelope to identify it as a “Sealed Submission/Proposal”.

PROPOSAL DOCUMENTS • DO NOT OPEN	
SOLICITATION NO.:	CN170297TJM
SOLICITATION TITLE:	Annual-Miscellaneous Traffic Engineering
DATE DUE:	Monday, December 4, 2017
TIME DUE:	Prior to: 2:30 PM
SUBMITTED BY:	_____ (Name of Company)
e-mail address	Telephone
DELIVER TO:	Lee County Procurement Management 1500 Monroe 4 th Floor Fort Myers FL 33901
<i>Note: proposals received after the time and date above will not be accepted.</i>	



Lee County Procurement Management
1500 Monroe Street, 4th Floor
Fort Myers, FL 33901
(239) 533-8881
www.leegov.com/procurement

PLEASE PRINT CLEARLY