



Lee County Board of County Commissioners DIVISION OF PROCUREMENT MANAGEMENT

Consultant Competitive Negotiation Act (CN) Request for Proposal

Solicitation No.: CN180549LAC

Connected & Autonomous Vehicle Technology

Solicitation Name:

Strategic Plan

Open

Date/Time: Thursday, November 08, 2018 Time: 2:30 PM

Location: Lee County Procurement Management

1500 Monroe Street 4th Floor

Fort Myers, FL 33901

Procurement

Contact: Lindsay Cepero Title Procurement Grants Supervisor

Phone: (239) 533-8881 Email: LCepero @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

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Notice to Contractor / Vendor / Proposer(s)

RFP# CN180549LAC, Connected & Autonomous Vehicle Technology Strategic Plan

REQUEST FOR PROPOSAL Consultant Competitive Negotiation Act (CN)

Lee County, Florida, is requesting proposals from qualified individuals/firms for

CN180549LAC, Connected & Autonomous Vehicle Technology Strategic Plan

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 Thursday, November 08, 2018

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.

Lindsay Cepero LCepero@LeeGov.com

Sincerely,

Laurie Victory, CPPB Procurement Manager

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

Terms and Conditions Request for Proposal

Consultant Competitive Negotiation Act (CN)

1. DEFINTIONS

- 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. Special Conditions and Supplemental Instructions
 - 2.1.4. Detailed Scope of Work
 - 2.1.5. 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. <u>Pursuant to this, solicitation are exempt from public records request</u> (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 **submitted in writing prior to 5:00 PM at least eight (8) calendar days prior to the date when the submission 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, REVISONS 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 Statues. 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.

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 <u>State of Florida's Discriminatory Vendor List</u> (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.

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, etc. 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 proposer having a drug-free work place program, shall be deemed the first ranked proposer.
 - 21.1.3. Step 3: In the event the tie exists then the highest ranked proposer from the first evaluation committee meeting, in which point values were applied, will win the award. One being the highest.
 - 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 with in 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 written 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. <u>Retention</u>: 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. <u>Right to Audit/Disclosure</u>: 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 Requirements



Lee County Insurance Requirements including Professional Liability

Minimum Insurance Requirements: Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' 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. <u>Commercial General Liability</u> - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, 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. <u>Business Auto Liability</u> - 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. <u>Workers' Compensation</u> - Statutory benefits as defined by FS 440 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. <u>Errors and Omissions</u> - 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 (CSL) of BI and PD

*The required minimum limit of liability shown in a. and b. 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."

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Verification of Coverage:

- 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:

- An appropriate "Indemnification" clause shall be made a provision of the contract.
- It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

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End of Insurance Guide section

SPECIAL CONDITIONS

These are conditions that are in relation to this solicitation only and have not been included in the County's standard Terms and Conditions or the Scope of Work.

1. PROJECT TERM

1.1 The duration of this Contract is anticipated to be approximately 12 months. The Contract for this work shall commence on the date agreed upon through negotiations and/or as set for in the subsequent and associated Contract Documents. Duration is subject to change following negotiations with the selected Consultant and as deemed in the best interest of the County.

2. ADDITIONAL INSURANCE TERMS

- 2.1 The below items shall be added to the Special Requirements of the abovementioned insurance requirements.
 - a. Place the project name and number in the Description of Operations box.
 - b. Insurance carriers providing coverage required herein shall be licensed to conduct business in the State of Florida and shall possess a current A.M. Best's Financial Strength Rating of B+ Class VII or better.

End of Special Conditions

LEE COUNTY, FLORIDA DETAILED SPECIFICATIONS FOR

CN180549LAC, Connected & Autonomous Vehicle Technology Strategic Plan

Consultant Competitive Negotiation Act (CN) Request for Proposal

1. PURPOSE:

1.1 As Lee County is taking a proactive approach to preparing for increasing levels of vehicle automation, this General Scope of Services is intended to describe a study the County wishes will clearly define the Connected and Autonomous Vehicle (CAV) Technologies Strategic Plan the County desires to receive as a result of this solicitation and agreement. The purpose of this document is to define, describe, and summarize the generalized scope of work and responsibilities required of the Consultant. The scope of work will be finalized during negotiation of the final agreement.

2. BACKGROUND:

- 2.1 The Lee County Department of Transportation (DOT) is responsible for providing safe and efficient transportation for the residents of Lee County. Lee County desires to be a public leader and supporting partner in the research, development, deployment, operation and maintenance of Intelligent Transportation System (ITS) infrastructure. In an effort to achieve this goal, the DOT has teamed with the Florida Department of Transportation (FDOT) to develop an Advanced Traffic Management System (ATMS) Master Plan that consists of a wide variety of ITS devices in an effort to get more efficient traffic flow out of a roadway network with limited abilities for capacity increases. The newest trend in the transportation industry aimed at improving efficiency and safety of the roadway network is the technological advancements of connected vehicles (CV) and automated vehicles (AV). The CAV technology is widely acknowledged as the greatest development in transportation since the creation of the Interstate Highway System.
- 2.2 The National Highway Traffic Safety Administration (NHTSA) has estimated that 94 percent of vehicle crashes are due in some measure to human error, and projects that some 80 percent of these crashes could be mitigated or eliminated by the application of automation. The Transportation industry is investing heavily in developing all aspects of an overall transportation system that can significantly improve roadway safety and efficiency by eliminating error-prone human drivers from many driving situations. In addition to enhanced safety and efficiency, CAV technology is also expected to enhance mobility and freight movement.
- 2.3 Mobility in Lee County is not just reflective of the passenger car and its ability to traverse the roadway network. There is a significant focus on the ability of all roadway users to safely and efficiently maneuver the roadway network through a system of complete streets that strive to accommodate the pedestrian, bicyclist, transit vehicle, and the passenger car along with any other roadway users. To that end, the County has developed goals and objectives to improve the safety and efficiency of all users of the roadway system via strategies such as the enhancement of roadway lighting, addition of sidewalks/bike paths, an enhanced focus on transit viability, and other related strategies.
- 2.4 The long-term potential of AV to deliver a roadway network with no crashes is the most intriguing factor that is driving the development of the technology. However, a crash free roadway network and providing the most efficient roadway system will depend upon agencies and transportation networks being capable of communicating with the vehicle automatically in real-time conditions.
- 2.5 Initially, the focus of the CAV technology has been to add sensors and software solutions to the vehicle to assist human drivers in better performing specific functions or performing those functions for the driver. While the sensors on the vehicle are helpful in detecting the environment surrounding the vehicle, providing additional sensors external to the vehicle are a key factor in enhancing the vehicle's ability to understand and anticipate driving conditions. CAV technology is evolving at a rapid pace as is the legislation necessary to allow the implementation

of the technologies on the vehicles and within the roadway infrastructure. It is the desire of Lee County to take advantage of the enhancements to transportation safety, efficiency and mobility that CAV technologies provide by developing a strategic plan on how best to move forward and implement the network enhancements.

3. SCOPE:

3.1 With the ever changing technologies of CAV's, the future of ITS and roadway infrastructure has become unclear. Metropolitan Planning Organizations (MPOs) in the past have been able to easily look up to 40 years in advance to plan for future infrastructure needs. MPOs now find themselves facing a rapidly changing landscape of technology that could alter the future of the infrastructure on almost a monthly basis. It is imperative that the County and the MPO establish a vision that will emphasize flexibility related to transportation infrastructure needs moving forward in an effort to more easily adapt and react to the advent of technological advancements. With this goal in mind, the general scope of service expected of the Consultant is detailed below. This scope is subject to change based on negotiation with the Consultant selected to perform the study and provide the Strategic Plan.

3.2 VISION STATEMENT

The Consultant is expected to assist Lee County Staff in creating a visioning document to address the Counties goals and objectives as it pertains to CAV technology and the Smart Cities concept.

3.3 INFRASTRUCTURE ASSESSMENT

With a clear and well defined CAV related vision, the Consultant will then be expected to evaluate the County's current infrastructure and make recommendations as to how the County should move forward with upgrading its equipment in a fiscally responsible way so as to continue to provide a full life cycle value on the ITS infrastructure and will also provide the most flexibility with the ever changing transportation technologies.

3.4 INDUSTRY ASSESSMENT

The Consultant will be responsible for providing an analysis of the latest technological advancements associated with the CAV industry.

3.5 FINAL REPORT

The Consultant will also be responsible to aid County Staff in establishing mobility goals along with developing a gameplan to help achieve those goals. Technological advancements in the field are happening at a rapid pace, but the County would like an evaluation of the technologies along with a plan projecting the direction of future technological advancements. The County expects an in depth analysis of the policies in place on a Federal, State, and Local level regarding CAV technologies. Finally, the Consultant will summarize all of these findings into a visioning statement that will aid Lee County to remain at the forefront of the CAV movement.

4. ITEMS TO BE FURNISHED BY THE COUNTY TO THE CONSULTANT:

- 4.1 The County, on an as needed basis, will furnish the following documents for the project to the Consultant. These documents may be provided in either paper or electronic format at the County's discretion.
 - Signalized Intersection Plans
 - ATMS Plans
 - Intersection Preventative Maintenance Reports
 - Signal device list
 - ITS device list
 - Network device list

5. EXPECTATIONS OF THE CONSULTANT:

5.1 The Consultant will be expected to generate a report that encompasses the County's vision with regard to Connected and Autonomous Vehicles. The report will address the items indicated in the previously indicated in the General Scope of Services. Some specific tasks expected to be addressed by the Consultant as a part of the final report are as follows:

5.2 INFRASTRUCTURE EVALUATION

It is important to understand the current state of the County's infrastructure. The Consultant shall perform an evaluation of the current infrastructure and provide recommended improvements to prepare for the CAV technological advancements.

5.3 TECHNOLOGICAL BASELINE

The Consultant shall evaluate the state of the variety of CAV technologies. This includes an analysis of the technologies available and their capabilities. It is important to clearly indicate which technologies have withstood significant testing and are ready for field use and implementation. Consultant shall address at minimum: How are tech companies, automotive manufacturers, CAV infrastructure providers, and others currently advancing their products? What is expected in the future from these companies? And how can the County take advantage of their products?

5.4 TECHNOLOGY TREND ANALYSIS

The Consultant shall evaluate the industry trends. Consultant shall address at minimum: What are the current trends and expected technological advancements? What are the technologies expected to be over the next five, ten, and fifteen years?

5.5 CYBERSECURITY

Cybersecurity is a key component of the furthering of the CAV technologies. The Consultant is required to provide an analysis of the industries response to the cybersecurity related issues associated with CAV. Consultant shall address at minimum: What are the threats associated with implementing a robust CAV infrastructure? Are there any areas which the County's infrastructure poses a particular cybersecurity concern that should be addressed?

5.6 POLICY ANALYSIS

An analysis of the state of the policy changes to support the use of CAV technologies shall be performed by the Consultant. This is to include analysis of pending regulation changes that may impact the County's ability to move forward with their vision.

5.7 LOCAL TREND ANALYSIS

The Consultant shall evaluate the traffic conditions within the County and analyze the expected future of the traffic conditions and mobility. Consultant shall address at minimum: What demographic, population, development, etc. changes are expected? How will these changes effect the roadway network?

5.8 LAND DEVELOPMENT REGULATIONS ASSESSMENT

The Consultant shall perform an evaluation of the County's land development regulations pertaining to areas that will be affected by CAV technologies (i.e. parking regulations, rideshare pickup/dropoff areas, etc.) and recommend general changes to the Land Development Code to better position the development regulations to facilitate the growth of CAV technologies. The County expects to create a committee of members spanning several Departments that will be impacted by the CAV technologies (i.e. DOT, Community Development, ITG, etc.). The Consultant is

expected to attend three to four meetings with the committee to discuss their findings with regard to land development regulations and areas of focus for future amendments.

5.9 SMART CITIES EVALUATION

With a completed assessment of the County's transportation and IT infrastructure, the Consultant shall prepare for the County an evaluation of different technologies that can be added to the network to achieve some Smart Cities objectives. Consultant shall address at minimum: What strategies have been deployed in other jurisdictions that could maximize the value of the County's existing infrastructure? What would it take to implement these strategies?

5.10 STRATEGIC BLUEPRINT

The Consultant shall summarize the findings of all of these tasks into a final report that will provide the County with a strategic blueprint to utilize while moving forward into the realm of CAV technology.

End of General Scope of Services

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 a 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: Oualifications 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...

TAB 2: Company Relevant Experience & Reference

- ➤ Provide details of three (3) projects similar in scope and size to that being requested through this solicitation that your firm has completed recently. Details for each project example provided should include:
 - Project Name
 - Project Address
 - o Customer Name
 - Customer Contact Information
 - Point of contact Name, Phone, and Email
 - o Brief description of work provided.
 - o Initial costs of work
 - Final costs of work

- Number of change orders
- o Total completion time (From Notice to Proceed to Final Invoice payment)
- ➤ 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.
- 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 / TABS	CRITERIA DESCRIPTION	MAX. POINTS AVAILABLE
1	QUALIFICATIONS OF FIRM	10
2	COMPANY RELEVANT EXPERIENCE & REFERENCE	40
3	FIRM PLAN OF APPROACH	40
4	PERSONNEL	10
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)	Friday, October 5, 2018	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	Thursday, November 8, 2018	Prior to 2:30 PM
First Committee Meeting & Discussion	Tuesday, December 11, 2018	TBD
Notify Shortlist Selection via e-mail (If applicable)	Thursday, December 20, 2018	N/A
Final Scoring/Selection Meeting (If applicable)	Wednesday, January 9, 2019	TBD

Additional notes on Submission Schedule:

- Submission Schedule is provided as a guideline only and is subject to change at the discretion of Lee County authorized personnel.
- Changes in closing date or other parameters may occur and will be posted to the Lee County Procurement website. It shall be the responsibility of Contractor to verify all dates through County website.
- Unless otherwise stated, location of all openings and meetings will take place at 1500 Monroe Street, Fort Myers, FL 33901 4th Floor Procurement Management.

End of Submittal Requirements & Evaluation Criteria Section

FORMS DESCRIPTION & INSTRUCTIONS REQUEST FOR PROPOSAL CCNA

This table provides a brief list, description, and instructions regarding the standard requested forms that should be submitted with all bids or proposals. This is not intended to be an all-inclusive list of forms required for your submission, but rather a guide to assist in completion of the County's standard forms. Bidders/Proposers should utilize the Lee County Document Management Form for a complete list of all forms required for project submission.

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 webpage(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.

* Business Relationship Disclosure Requirement

Sections 112.313(3) and 112.313(7), F.S., prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. If this <u>disclosure is applicable, the Bidder must request the form entitled "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS"</u> (Required by § 112.313(12)(b), F.S.) to be completed and <u>returned with the Solicitation Response</u>. It is the Bidder's responsibility to request the form and disclose this relationship; failure to do so may result in being declared non-responsive.

NOTICE: UNDER THE PROVISIONS OF § 112.317, F.S., 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 \$10,000.00.

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 reference respondents. This form will be turned in with the proposal package.

- 1. **Section 1**: Bidder/Proposer to complete with <u>reference respondent's</u> 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 in which the reference respondent is to provide a response.
- 3. The reference respondent should complete "Section 3."
- 4. **Section 4**: The reference respondent to print and sign name
- 5. Three (3) Reference responses are to be returned with the 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

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.

* Include any licenses or certifications requested

Local Business Tax Account (as applicable) issued by City and/or County entity. This is necessary for all Florida vendors.

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 <u>opening date and time</u>. (If solicitation is not received prior to deadline it cannot be considered or accepted.)

Form 1 – Solicitation Response Form



LEE COUNTY PROCUREMENT MANAGEMENT SOLICITATION RESPONSE FORM

Date Submitted:			Deadline Date:	11/8/2018	
SOLICITATION IDENTIFICATION:	CN18	0549LAC			
SOLICITATION NAME: Connecte	ed & Autono	mous Vehicle T	echnology Strategic F	Plan	
COMPANY NAME:					
NAME & TITLE: (TYPED OR PRINTE	D)				
BUSINESS ADDRESS: (PHYSICAL	<u>L</u>)				
CORPORATE OR MAILING ADDR	ESS:				
\square SAME AS PHYSICAL					
ADDRESS MUST MATCH SUNBIZ.O	ORG				
E-Mail Address:					
PHONE NUMBER:		F.	AX NUMBER:		
NOTE REQUIREMENT: IT IS PROCUREMENT MANAGEM COUNTY WILL POST ADDENI In submitting this proposal, Proposand represents that: Proposer has	ENT WEB S DA TO THIS ' ser makes all	ITE FOR ANY A WEB PAGE, BUT representations re	DDENDA ISSUED FO WILL NOT NOTIFY quired by the instruction	DR THIS PROJECT Ons to Proposer and	T. THE further warrants
No Dated:	No	Dated:	No	Dated:	
No Dated:	No	Dated:	No	Dated:	
Tax Payer Identification Number:		ication Number -O	r- (2) Social Security N	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.

Collusion Statement: Lee County, 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.

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

Į.	Business Relationship Disclosure Requirement: Sections 11 relationships on the part of public officers and employees, the FL § and/or the brochure entitled "A Guide to the Sunshine A Candidates and Employees" for more details on these prohibit provides certain limited exemptions to the above-referenced punder a system of sealed, competitive bidding; the public office specifications; and where disclosure is made, prior to or at the spouse's or child's interest and the nature of the intended busin form for such disclosure, if and when applicable to a public of If this disclosure is applicable request form "INTEREST II (Required by 112.313(12)(b), Florida Statute (1983)) to be conthe Proposer's responsibility to disclose this relationship, tresponsive. Business Relationship Applicable (request form) Disadvantaged Business Enterprise (DBE) Proposer? If yes, ple ALL PROPOSALS MUST BE EXECUTED BY AN AUTHO WITNESSED AND SEALED (IF APPLICABLE) Company Name (Name printed or typed) Authorized Representative Name (printed or typed)	Amendment and Code of Entions. However, Section 12 prohibitions, including one cial has exerted no influence time of the submission of mess. The Commission on afficer or employee. N COMPETITIVE BID Formpleted and returned with failure to do so could resure the sase attach a current certification.	en. See Part III, Chapter 112, thics for Public Officers, 12.313(12), FL § (1983), where the business is awarded to en bid negotiations or the bid, of the official's or his Ethics has promulgated this OR PUBLIC BUSINESS" h solicitation response. It is lt in being declared non- Relationship NOT Applicable that the sate. Yes No
	Authorized Representative Name (printed or typed)		(AIIIx Corporate Seat, if applicable)
	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 FB/EIN Number 5111111111 Date Filed 09/22/1980 State FL Status ACTIVE

AMENDED AND RESTATED ARTICLES Last Event

Event Date Filed 07/25/2006 Event Effective Date NONE

Principal Address

555 N Main Street Your Town, USA 99999

Verify either Principal or Mailing address is on Form 1

Changed 02/11/2012

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, USA 99999

Name Changed: 12/14/2006

Address Changed: 12/14/2006

Officer/Director Detail

Name & Address

Title P

President, First 555 AVENUE Anytown, USA99999

President, Second 555 AVENUE Anytown, USA99999

IMPORTANT:
For corporations, ALL documents must be signed by the president of the company or an authorized individual. For any individual other than the president, we will need one of the following to confirm their authority to sign:

1. a corporate resolution by the Board of Directors, or

2. an extract of minutes, or

3. an extract of Vote by the Board of Directors

If the company's articles of incorporation identify additional positions that have the power to bind the corporation, we will accept the articles of incorporation with verification from the president that a certain individual serves in that role (e.g., the president confirms that John Doe is the CEO, and the articles of incorporation provide that the CEO has the power to bind the company).

With respect to an LLC, the authority to bind a limited liability company is controlled by Florida statutes. Managers or managing members have inherent authority to bind an LLC.

If the president of a corporation or a manager/managing member of an LLC delegates their authority, such delegation must be sent to us on company letterhead with the President's or manager's/managing member's original, wet signature.

v01/03/2018



AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: CN180549LAC SOLICITATION NAME: CONNECTED AUTONOMOUS VEHICLE TECHNOLOGY STRATEGIC PLAN

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				
20, by	(Print or Type Na	who has j	producedday of	
	ification and Numb			
Notary Public	Signature	·····		
Printed Name	of Notary Public			
Notary Commi	ssion Number/Exp	 piration		

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.

Lee County Procurement Management



<u>REFERENCE SURVEY</u>
Solicitation # CN180549LAC, Connected & Autonomous Vehicle Technology **Strategic Plan**

Section 1	Reference Respondent Information			Please return	completed for	m to:	
FROM:			Bidde	r/Proposer:			
COMPANY:			Due D	ate:			
PHONE #:			Total :	# Pages: 1			
FAX #:			Phone	:# :	Fax #:		
EMAIL:			Bidder/	/Proposer E-Mail:			
Section 2	Enter Bidder/Proposer Information , if applicab	ole Similar Performed Projec	t (Bidder/Pr	roposer to enter details of a project per	formed for above referen	ce respondent)	
Proposer Name:							
Reference Project Name:		Project Address:			Project Cost:		
Summarize							
Scope:							
You as an indiv	ridual or your company ha	as been given a	s a ref	erence on the projec	ct identified a	above. P	lease
provide vour re Section 3	esponses in section 3 below	7.				Indicate:	"Yes" or "No"
	s company have the proper:	resources and r	ersonr	nel by which to get th	e ioh done?		
					e job done.		
	ny problems encountered w		-				
3. Were a	ny change orders or contrac	et amendments i	issued,	other than owner ini	tiated?		
4. Was the	e job completed on time?						
5. Was the	e job completed within budg	get?					
6. On a sc	cale of one to ten, ten being	best, how woul	d you	rate the overall work			
perform	nance, considering professio	onalism; final pr	oduct;				
7 1641		16 1 1	1	Rate from 1 to 10. (1	10 being highest)	-	
-	pportunity were to present it			<u> </u>	1C 1	<u> </u>	
8. Please p	provide any additional comm	nents pertinent	to this	company and the wo	ork performed	for you:	
Section 4							
D. C. N. (D.:						,	
Reference Name (Print			Ple	ase submit non-Lee C	County employ	ees as rei	ferences
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 **Incident Date Plaintiff Case Number** Court **Project** Claim Reason **Final Outcome** Alleged Negligence And (Who took action County/State (who prevailed) (initial circumstances) against your company) **Date Filed** Breach of Contract

			•	If there is no action pending or action taken in the last 10
-	=		· -	vith your proposal package. This form should also include
the primary partners listed	l in your proposal. [o not include litigation with y	our company as the plaintiff. Final out	come should include who prevailed and what method of
settlement was made. If a	monetary settlemer	nt was made the amount may	remain anonymous.	
Page Number:	Of	Total pages		
Update the page number t	o reflect the current	page and the total number o	of pages. Example: Page 3, of 5 total sul	bmitted pages of this form.
Proposals may be declared	l "non-responsive" o	lue to omissions of "Negligend	ce or Breach of Contract" on this disclos	sure form. Additionally, proposals may be declared "not
responsible" due to past of	r pending lawsuits tl	nat are relevant to the subject	t procurement such that they call into q	uestion the ability of the proposer to assure good faith
performance. This determ	ination may be mad	e by the Procurement Manag	gement Director, after consulting with th	ne County Attorney.
		-	_	



AFFIDAVIT PRINCIPAL PLACE OF BUSINESS

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

Cor	mpany Name:			
Printe	d name of authorized signer Title			
Autho	rized Signature Date			
The affic	signee of this Affidavit guarantee, as evidenced by the sworn davit to interrogatories hereinafter made. <u>LEE COUNTY RESCUMENTATION</u> , AS EVIDENCE OF SERVICES PROVIDENCE.	SERVES THE	RIGHT T	
	ary: e of unty of			
	foregoing instrument was signed and acknowledged before m	ne this		day of
20	<u> </u>			who has produced
			_as ident	ification (or personally known)
	Type of ID and number			
\Rightarrow				
Notar	y Public Signature	Notary Commission	n Number and e	expiration
1.	Principal place of business is located within the boundaries of:			County er County Local
	Local Business Tax License #			
2.	Address of Principal Place of Business:			
3. 4.	Number of years at this location Have you provided goods or services to Lee County on a regular basis within the past 3 consecutive years	years Yes*	No	*If yes, attach contractual history for past 3 consecutive years
5. 6.	Number of available employees for this contract Does your company have a Drug Free Workplace Policy	<u> </u>	No	

Form 6-Sub-contractor List



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.

1.

Form 7: Public Entity Crime Form

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

This sworn stater	ment is submitted to
	(Print name of the public entity)
by	
- J	(Print individual's name and title)
for	
	(Print name of entity submitting sworn statement)
whose business a	ddress is
(If applicable) its	Federal Employer Identification Number (FEIN) is
•	no FEIN, include the Social Security Number of the individual signing this sworre 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), <u>Florida Statutes</u>, 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 Unites States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understate 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:
 - 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.
- I understand that a "person" as defined in Paragraph 287.133(1) (c), <u>Florida Statutes</u>, 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.

	t, or one or more of the officers, directors, ex	
shareholders, employees, member, or agents who are been charged with and convicted of a public entity crit		e of the entity have
been charged with and convicted of a public chargern	the subsequent to July 1, 1767.	
	t, or one or more of its officers, directors, ex	
shareholders, employees, member, or agents who are		
been charged with and convicted of a public entity crip proceeding before a Hearing Officer of the State of Flo		
by the Hearing Officer determined that it was not in the		
on the convicted vendor list. (Attach a copy of the fina		ns sworn statement
` 		
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM		
ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS IS VALID THROUGH DECEMBER 31 OF THE CALENDAI		
AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR		
THRESHOLD AMOUNT PROVIDED IN SECTION 287.017,		VO OR ANY
CHANGE IN THE INFORMATION CONTAINED IN THIS I	FORM.	
	(Signature)	
	(Date)	
STATE OFCOUNTY OF		
COUNT FOR		
PERSONALLY APPEARED BEFORE ME, the u	indersigned 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:		
wry Commission Expires.		

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

PROPOS/	AL DOCUMENTS • DO NOT OPEN
SOLICITATION No.:	CN180549LAC
SOLICITATION TITLE:	Connected & Autonomous Vehicle Technology Strategic Plan
DATE DUE:	Thursday, November 8, 2018
TIME DUE:	Prior to: 2:30 PM
SUBMITTED BY:	
	(Name of Company)
e-mail address	Telephone
e-mail address DELIVER TO:	Lee County Procurement Management
	·
	Lee County Procurement Management



PLEASE PRINT CLEARLY

