

**AGREEMENT FOR  
PROFESSIONAL PLANNING SERVICES FOR LEETRAN**

**THIS AGREEMENT** ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Vanasse Hangen Brustlin, Inc, a Massachusetts corporation authorized to do business in the State of Florida, whose address is 101 Walnut Street, Watertown, MA 02472, and whose federal tax identification number is 04-2931679, hereinafter referred to as "Vendor."

**WITNESSETH**

**WHEREAS**, the County intends to purchase transit planning services associated with the operation of an urban transit system from the Vendor in connection with "RFP200360ANB – Professional Planning for LeeTran" (the "Purchase"); and,

**WHEREAS**, the County issued Solicitation No. RFP200360ANB on March 5, 2021 (the "Solicitation"); and,

**WHEREAS**, the County evaluated the responses received and found the Vendor qualified to provide the necessary products and services; and,

**WHEREAS**, the County posted a Notice of Intended Decision dated June 1, 2021; and,

**WHEREAS**, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

**NOW, THEREFORE**, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

**I. PRODUCTS AND SERVICES**

The Vendor agrees to provide all products and services for the Purchase in accordance with the project Scope of Services made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Additionally, Vendor shall provide such services in compliance with all Federal terms, conditions, provisions, certifications, affidavits, and alike as set forth in the herein attached and incorporated EXHIBIT "E", entitled "PROJECT FUNDING PACKAGE", which shall be inclusive of original Solicitation with Vendor's executed proposal documents, grant funding provisions, and addenda. Solicitation No. RFP200360ANB, a copy of which is on file with the County's Department of Procurement Management and Vendor's response is deemed incorporated into this Agreement to the extent that it does not conflict with the remainder of the Agreement.

## **II. TERM AND DELIVERY**

- A. This Agreement shall commence immediately upon the effective date and shall continue through the delivery of the Purchase and the associated warranty period as further described in this Agreement for one (1) three year (3) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The effective date shall be the date the Lee County Board of County Commissioners awarded the Solicitation to the Vendor.

## **III. COMPENSATION AND PAYMENT**

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any services under this Agreement until receipt of written authorization from the County. Vendor acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and County may elect to request no products or services. If the County authorizes delivery of products or performance of services, the County reserves the right to amend, reduce, or cancel the authorization in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

#### **IV. METHOD OF PAYMENT**

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.
- B. The Vendor shall submit an invoice for payment to the County on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B that were provided during that invoicing period).
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

#### **V. ADDITIONAL PURCHASES**

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

#### **VI. LIABILITY OF VENDOR**

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.

B. This section shall survive the termination or expiration of this Agreement.

**VII. VENDOR'S INSURANCE**

- A. Vendor shall procure and maintain insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of "B or better." No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

**VIII. RESPONSIBILITIES OF THE VENDOR**

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
  - 1) keep and maintain public records that ordinarily and necessarily

would be required by the County in order to perform the services required under this Agreement;

- 2) upon request from the County, 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 in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 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; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

**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, [PRRCustodian@leegov.com](mailto:PRRCustodian@leegov.com); <http://www.leegov.com/publicrecords>.**

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.
- F. The Vendor shall comply with the Vendor Background Screening Affidavit attached hereto and incorporated herein as Exhibit D.

#### **IX. OWNERSHIP OF PRODUCTS**

It is understood and agreed that all products provided under this Agreement  
Solicitation No. #RFP200360ANB Page 5 of 18

shall become the property of the County upon acceptance by the County.

**X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES**

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. If the services provided require use of specific key personnel, the personnel shall be agreed to by the County and Vendor. If the Vendor's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the personnel must receive the County's written approval before said changes or substitution can become effective.
- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

**XI. COMPLIANCE WITH APPLICABLE LAW**

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

**XII. TERMINATION**

- A. The County shall have the right at any time upon thirty (30) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

### **XIII. DISPUTE RESOLUTION**

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

### **XIV. STOP WORK ORDER**

The County may, at any time, by written order to the Vendor, require the Vendor to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Vendor. Upon receipt of such an order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Vendor shall not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

1. Cancel the stop work order; or

2. Terminate the work covered by the order; or
3. Terminate the Agreement in accordance with provisions contained in Section XI.

In the event the County does not direct the Vendor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XII. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Vendor to resume work within ninety (90) days, the Vendor may terminate this Agreement.

**XV. MISCELLANEOUS**

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.



- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday
- I. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

**Vendor's Representative:**

Name: Paul W. Yeargain  
Title: PE, CFM  
Address: 501 East Kennedy Blvd, Suite 1010  
Tampa, FL 33602  
Telephone: 813.327.5443  
Facsimile: 813.839.4008  
E-mail: pyeargain@vhb.com

**County's Representatives:**

Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Titles:	<u>County Manager</u>	<u>Director of Procurement Management</u>
Address:	<u>P.O. Box 398</u> <u>Fort Myers, FL 33902</u>	
Telephone:	<u>239-533-2221</u>	<u>239-533-8881</u>
Facsimile:	<u>239-485-2262</u>	<u>239-485-8383</u>
E-Mail:	<u>rdesjarlais@leegov.com</u>	<u>mtucker@leegov.com</u>

- J. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
  - 1. Agreement
  - 2. Solicitation
  - 3. Vendor's Submittal in Response to the Solicitation
  - 4. Project Funding Package

The following listed documents, which are referred to hereinbefore, as attached to and are acknowledged, understood, and agreed to be an intergral part of this Agreement:

- (1) EXHIBIT "A" entitled "Scope of Services".
- (2) EXHIBIT "B" entitled "Fee Schedule".
- (3) EXHIBIT "C" entitled "Insurance Requirements".
- (4) EXHIBIT "D" entitled "Vendor Background Screening Affidavit".
- (5) EXHIBIT "E" entitled "Project Funding Package".

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date last below written.

WITNESS:

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

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

**Vanasse Hangen Brustlin, Inc.**

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

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

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

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

*Cathleen Jackowski*  
Cathleen Jackowski

*DA*

DAVID MULHOLLAND, PE.

SE REGIONAL MANAGER

7-28-2021

**LEE COUNTY**

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: \_\_\_\_\_

CHAIR

DATE: \_\_\_\_\_

08302021

ATTEST:

CLERK OF THE CIRCUIT COURT  
Linda Doggett, Clerk

BY: \_\_\_\_\_

DEPUTY CLERK



APPROVED AS TO FORM FOR THE  
RELIANCE OF LEE COUNTY ONLY:

BY: \_\_\_\_\_

OFFICE OF THE COUNTY ATTORNEY

*Joseph Adams*

## **EXHIBIT A**

### **SCOPE OF SERVICES**

Vendor to perform a full range of transit planning services associated with the operation of an urban transit system for Lee County Department of Transit (LeeTran). Vendor shall perform services for individual projects on an as-needed basis for the term as described herein. Examples of tasks and projects as defined by FTA Circular 9030.1E Planning Projects include, but are not limited: studies relating to management, operations, capital requirements, and economic feasibility.

The scope of services, schedule, and compensation for each assignment will be quoted and negotiated individually as the need arises. The hourly rates per discipline to be used to develop the cost for each County Project Authorization will be identified in the proposal submitted and included in the annual contract.

Vendor shall have the expertise to provide services to support the below described planning activities that are anticipated to be requested under this Agreement. Specific items are examples of anticipated tasks and are not intended to be comprehensive. Vendor is expected to provide training on any of the following items as necessary:

#### **Plan Development**

- Title VI and Limited English Proficiency (LEP)
- Transit Development Plan (TDP)
- Equal Employment Opportunity (EEO)
- Disadvantaged Business Enterprise (DBE)
- Transit Asset Management (TAM) Plan
- Public Transportation Agency Safety Plan (PTASP)
- Public Involvement Plan (PIP)
- National Transit Database (NTD) sampling
- Continuity of Operations (COOP)
- Emergency management
- Data management

#### **Service Design**

- Service span
- Service levels
- Runtimes
- Costing
- Schedule adherence
- Deadheading
- Interlining
- Scheduling
- Runcutting
- Rostering

### **Technology**

- GIRO HASTUS
- FDOT Transit Boardings Estimation and Simulation Tool (TBEST)
- Esri ArcGIS suite
- Cartegraph
- Power BI
- Intelligent transportation Systems (ITS) integration, testing, and quality assurance to include:
  - o Automatic Vehicle Location (AVL)
  - o Computer Aided Dispatch (CAD)
  - o Automatic Passenger Counters (APC)
  - o Static and real-time General Transit feed Specification (GTFS)
  - o Mobile fare payment
  - o Smart card payment

### **Planning, Analysis, and Forecasting**

- Park and ride concept planning
- Comprehensive Operational Analysis (COA)
- Ridership estimates
- Corridor study
- Bus Rapid Transit (BRT) study
- Economic benefit calculation
- Revenue forecasting
- Alternative revenue planning/Business Plan
- Service monitoring
- Geospatial analysis
- Mobility On Demand (MOD) planning
- Land use and transportation scenario planning
- Multimodal transportation planning
- National Environmental Policy Act (NEPA) assessments
- Competitive grant application development
- Fare policy study
- Fiscal health analysis
- Land Development Code (LDC) guidance
- Federal and state funding eligibility and compliance
- Complementary paratransit service
- Bus stop and wayfinding signage
- Service marketing and promotional materials
- Passenger outreach and educational/informational materials
- Passenger surveys and questionnaires
- Best practices training

### **Reporting**

- National Transit Database (NTD)
- Transit Award Management System (TrAMS) PRICING AND INVOICING

This is a "Master Contract", which is not for any specific project or task. County Project Authorizations will be negotiated, authorized, scheduled, and funded individually by LeeTran and will be based on the hourly rates listed in the proposal and this Agreement. No travel expenses or miscellaneous expenses will be reimbursed under this Contract. Initial hourly rates by discipline will remain in effect throughout the duration of the contract period. All monthly invoices must be submitted using the County's standard invoice form. In addition, the invoice must be listed by task showing the work completed for the month, and a cumulative total by task with a % of task completed. All invoices must include a progress report and shall be submitted to the County Project Manager for approval.

#### COUNTY PROJECT AUTHORIZATION PROCEDURES

When a project is ready to bid under this Master Contract, the County will select a minimum of two vendors from the awarded library and request a quote. Quoted price may not exceed the hourly rates in their contract. The County will then choose the Proposal that it finds to be most advantageous to the County, based upon the project specific quote received from the selected vendor(s).

The County reserves the right to select a Proposal for award without any discussions or negotiations. The vendor whose quote is found to be most advantageous to the County may be selected, based upon consideration of the criteria described herein (best value in the sole discretion of the County).

**EXHIBIT B**  
**DELIVERY/PROJECT SCHEDULE**

				<b><i>Vanasse Hangen Brustlin, Inc</i></b>
<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>Unit Price</u>
1	GIS Analyst	Per Hour	1	\$90.00
2	IT Specialist	Per Hour	1	\$170.00
3	Principal Planner	Per Hour	1	\$185.00
4	Planner	Per Hour	1	\$110.00
5	Project Manager	Per Hour	1	\$200.00
6	Planning Technician	Per Hour	1	\$70.00
7	Admin Support Specialist	Per Hour	1	\$90.00
8	Graphics	Per Hour	1	\$90.00
9	Planner II	Per Hour	1	\$130.00
10	Principle in Charge	Per Hour	1	\$300.00
11	Transit/NEPA Specialist	Per Hour	1	\$240.00
12	Senior Planner	Per Hour	1	\$145.00

## EXHIBIT C

### INSURANCE REQUIREMENTS



<b>Lee County Insurance Requirements including Professional Liability</b>
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**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. **Commercial General Liability** - 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. **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 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. **Errors and Omissions** - Coverage shall include professional liability insurance, to cover claims arising out of negligent acts, errors or omissions of professional advice, privacy and network security insurance covering for losses arising from disclosure of confidential information, or other professional services.
  - \$1,000,000 per occurrence

*\*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."*

Revised 03/26/2018 – Page 1 of 2





**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. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

Revised 03/26/2018 – Page 2 of 2

## EXHIBIT D

### VENDOR BACKGROUND SCREENING AFFIDAVIT



### VENDOR BACKGROUND SCREENING AFFIDAVIT

Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Vendor who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law.

The Vendor is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

**Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit.** I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Vendor will be solely responsible for complying with such legal requirements. Furthermore, the Vendor shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

Date: 7/28/2021

  
Signature

STATE OF Florida

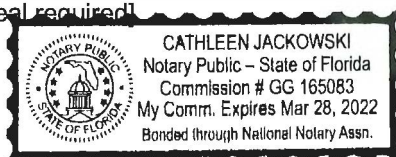
DAVID MULHOLLAND/SE REGIONAL MANAGER

COUNTY OF Orange

Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 28<sup>th</sup> day of July, 2021, by the above-named person and in their stated capacity, and is either personally known to me or who has produce the following as identification: \_\_\_\_\_

[Stamp/seal required]



  
Signature, Notary Public

## Exhibit E - Project Funding Package



Advertise Date: Friday, March 05, 2021

**Lee County Board of County Commissioners  
DIVISION OF PROCUREMENT MANAGEMENT**

**Request for Proposal (RFP) NON-CCNA**

Solicitation No.: **RFP200360ANB**

Solicitation

Name:

**Professional Planning Services for LeeTran**

Open

Date/Time:

**Tuesday, April 06, 2021****Time: 2:30 PM**

Location:

**Lee County Procurement Management  
2115 Second Street, 1st Floor  
Fort Myers, FL 33901**

Procurement

Contact:

**Adam Brooke****Title Procurement Analyst**

Phone:

**(239) 533-8851**

Email:

**Abrooke @leegov.com**

Requesting

Dept.

**LeeTran****Pre-Solicitation Meeting:**Type: **No meeting scheduled at this time**

Location:

All solicitation documents are available for download at  
**[www.leegov.com/procurement](http://www.leegov.com/procurement)**

**Electronic bidding is coming! Visit [www.leegov.com/bid](http://www.leegov.com/bid) to stay informed**

**FUNDED IN PART OR IN WHOLE BY:**

**Federal Transit Administration (FTA)**

**Notice to Contractor / Vendor / Proposer(s)****REQUEST FOR PROPOSAL (RFP)**

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

**Professional Planning Services for LeeTran**

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 for (RFP) are instructed to submit, in accordance with specifications, their proposals, pertinent to this project prior to

**2:30 PM Tuesday, April 06, 2021**

to the office of the **Procurement Management Director, 2115 Second Street, 1st 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 Scope of Services for this RFP is available from [www.leegov.com/procurement](http://www.leegov.com/procurement). Vendors who obtain scope of services from sources other than [www.Leegov.com/procurement](http://www.Leegov.com/procurement) are cautioned that the solicitation package may be incomplete. The County's official bidders list, addendum(s) and information must be obtained from [www.Leegov.com/procurement](http://www.Leegov.com/procurement). It is the proposer's responsibility to check for posted information. The County may not accept incomplete proposals.

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.

**Adam Brooke, [Abrooke@LeeGov.com](mailto:Abrooke@LeeGov.com)**

Sincerely,

Lindsay Cepero, CPPO, CPPB  
Procurement Manager

\*[WWW.LeeGov.Com/Procurement](http://WWW.LeeGov.Com/Procurement) is the County's official posting site

## Terms and Conditions Request for Proposal

### 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 Ordinance 18-22
  - 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 Ordinance 18-22
  - 3.1.2. 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.

- 3.1.3. Florida Statute 218 Public Bid Disclosure Act.
- 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, witnessed, and where applicable 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.

#### 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. There may be fees associated with these procedures. These costs are the responsibility of the Proposer or sub-Proposer.
  - 6.1.3. Proposers are responsible for ensuring that any required background screening are conducted in accordance with Chapter 435. Proposers shall be aware, understand, and ensure compliance with the statutory requirements regarding background checks. FL Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Proposer who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law. Such

requirements shall flow down to sub-contractors/consultants of the prime Proposer and prime Proposer shall ensure compliance with Chapter 435 of such parties.

- 6.1.3.1.1. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

- 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.lee.gov.com/procurement](http://www.lee.gov.com/procurement). It is solely the proposer's responsibility to check the website for information. No notifications will be sent by Lee County Procurement Management Division.
- 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. QUALITY GUARANTEE/WARRANTY (as applicable)

- 9.1. Proposer will guarantee their work without disclaimers, unless otherwise specifically approved by the County, for a minimum of twelve (12) months from final completion.
- 9.2. Unless otherwise specifically provided in the specifications, all equipment and materials and articles incorporated in the work covered by this contract shall be new, unused and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warranties will begin from the date of final completion.
- 9.3. Unless otherwise specifically provided in the specifications, the equipment must be warranted for twelve (12) months, shipping, parts and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service at no additional charge to the County.
- 9.4. If any product does not meet performance representation or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed, the vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials, if in its judgment the item reflects unsatisfactory workmanship or

manufacturing or shipping damage. The vendor shall refund, to the County, any money which has been paid for same.

#### 10. SUBSTITUTION(S)/APPROVED ALTERNATE(S)

- 10.1. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If a proposer wishes to make a substitution in the specifications, the bidder shall furnish to the County, **no later than ten (10) business days prior to the solicitation opening date**, the name of the manufacturer, the model number, and other identifying data and information necessary to aid the County in evaluating the substitution. Such information is submitted through the Procurement Management Division. Any such substitution shall be subject to County approval through the issuance of a written addendum by the County's Procurement Management Division. Substitutions shall be approved only if determined by the County to be an **Approved Alternate** to the prescribed specifications.
- 10.2. A proposal containing a substitution is subject to disqualification if the substitution is not approved by the County. Items bid must be identified by brand name, number, manufacturer and model, and shall include full descriptive information, brochures, and appropriate attachments. Brand names are used for descriptive purposes only. An **Approved Alternate** product or service may be used.

#### 11. ADDITIONS, REVISIONS AND DELETIONS

- 11.1. Additions, revisions, or deletions to the Terms and Conditions, specifications that change 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.

#### 12. NEGOTIATED ITEMS

- 12.1. Any item not outlined in the Scope of Services may be subject to negotiations between the County and the successful Proposer.
- 12.2. After award of this proposal the County reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion.
- 12.3. At contract renewal time(s) or in the event of significant industry wide market changes, the County may negotiate justified adjustments such as price, terms, etc., to this contract with the County, in its sole judgment, considers such adjustments to be in the best interest of the County.

#### 13. ERRORS, OMISSIONS, CALCULATION ERRORS (as applicable)

- 13.1. **Errors/Omissions:** Approval by County of the successful proposer's work product for the project shall not constitute nor be deemed a release of the responsibility and liability of the successful proposer for the accuracy and competency of the successful proposer's designs, drawings, specifications or other documents and work pertaining to the project. Additionally, approval by the County of the successful proposer's work product shall not be deemed to be an assumption of drawings, specifications or other documents prepared by the successful proposer for the project. After acceptance of the final plans by the County, the successful proposer agrees, prior to and during the construction of the project, to perform such successful proposer services, at no additional cost to the County, as may be required by the County to correct errors or omissions on the plans prepared by the successful proposer pertaining to the project.
- 13.2. **Calculation Errors:** In the event of multiplication/addition error(s), the unit price shall prevail. Written prices shall prevail over figures where applicable. All proposals shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

#### 14. CONFIDENTIALITY

- 14.1. 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.



- 14.2. 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.
- 14.3. 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.

## 15. CONFLICT OF INTEREST

- 15.1. 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:

- 15.2. 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.
- 15.3. 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.
- 15.4. **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.

## 16. ANTI-LOBBYING CLAUSE (Cone of Silence)

- 16.1. 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.**

## 17. DRUG FREE WORKPLACE

- 17.1. Lee County Board of County Commissioners encourages Drug Free Workplace programs.

## 18. FLORIDA CERTIFIED ENTERPRISES

- 18.1. The County encourages the use of Florida Certified Enterprises such as Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms.
- 18.2. Bidder/Proposer is requested to indicate whether the Firm and/or any proposed sub-consultants are a Florida Certified Enterprise. Lee County encourages the utilization and participation of DBE, MBE, WBE, VBE or similar 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 Florida Certified Enterprises such as Disadvantaged, Minority,

Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms and similar are encouraged to submit.

#### 19. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

- 19.1. 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, denied the benefits of, or otherwise be subjected to discrimination.
- 19.2. 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.
- 19.3. 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.
- 19.4. 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.

#### 20. SUB-PROPOSER/CONSULTANT

- 20.1. The use of sub-proposer/consultant under this solicitation is not allowed without prior written authorization from the County representative.

#### 21. RFP - PROJECT GUIDELINES

- 21.1. 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:
  - 21.1.1. No amount of work is guaranteed upon the execution of an agreement/contract.
  - 21.1.2. Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the agreement/contract period.
  - 21.1.3. 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.
  - 21.1.4. 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.
  - 21.1.5. Lee County reserves the right to add or delete, at any time, and or all tasks or services associated with this agreement.
  - 21.1.6. 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.

#### 22. RFP – EVALUATION

- 22.1. **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”).

**22.2. Evaluation Meeting(s):**

- 22.2.1. The first evaluation will rank Proposers based on the scores from the selection criteria point values.
- 22.2.2. Following the initial evaluation process, the short-listed proposer(s) may be required to provide an on-site interview/presentation.
- 22.2.3. Such subsequent evaluations are to be accomplished by simply ranking the Proposers based off the details provided through the on-site interview/presentation. 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) that shall indicate the highest technically evaluated and most qualified Proposer by the evaluation committee.
- 22.2.4. Proposed short-list and final selection meeting dates are posted on the Procurement Management web page: [www.leegov.com/procurement](http://www.leegov.com/procurement) (Projects, Award Pending.)

**23. RFP – SELECTION PROCEDURE**

- 23.1. The selection will be made in accordance with Lee County Procurement Policy. Some or all of the responding proposer(s) may be requested to provide interviews and/or presentations of their proposal, for the ranking process.
- 23.2. The recommendation to award, negotiated rates and agreement/contract(s) will be submitted to the Board of County Commissioners for approval.
- 23.3. 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.
- 23.4. The Procurement Management Director reserves the right to exercise their discretion to:
  - 23.4.1. Make award(s) to one or multiple proposers.
  - 23.4.2. Waive minor informalities in any response;
  - 23.4.3. Reject any and all proposals with or without cause;
  - 23.4.4. Accept the response that in its judgment will be in the best interest of Lee County

**24. RFP – TIEBREAKER**

- 24.1. 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.
  - 24.1.1. Step 1: The proposer that has the highest number of 1<sup>st</sup> place rankings shall be deemed the first ranked proposer. In the event a tie still exists the proposer with the highest number of 2<sup>nd</sup> place rankings shall be the first ranked proposer. Should a tie still remain the method used above will continue with each ranking level, 3<sup>rd</sup>, then 4<sup>th</sup>, then 5<sup>th</sup>, etc. rank, will be counted until the tie is broken.
  - 24.1.2. 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.
  - 24.1.3. 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.
  - 24.1.4. Step 4: At the conclusion of steps 1, 2, 3, if all are equal, the 1<sup>st</sup> place proposer shall be determined by the flip of a coin.
- 24.2. When the tiebreaker is determined the highest ranked proposer shall be awarded the contract or receive the first opportunity to negotiate, as applicable.
- 24.3. If an award or negotiation is unsuccessful with the highest ranked proposer, award or negotiations may commence with the next highest ranked proposer.

**25. RFP – EVALUATION/ SELECTION COMMITTEE**

- 25.1. 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 unless otherwise mandated by law.

- 25.2. 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, where applicable, in a short-list of no fewer than the top ranked three (3) firms to be interviewed or provide presentations.
- 25.3. The County reserves the right, where allowable and applicable, to begin negotiations with the top ranked firm(s) without hosting interviews/presentations.

## 26. WITHDRAWAL OF PROPOSAL

- 26.1. 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.
- 26.2. A proposer may withdraw a proposal any time prior to the opening of the solicitation.
- 26.3. 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:
  - 26.3.1. The proposer acted in good faith in submitting the proposal,
  - 26.3.2. 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,
  - 26.3.3. The mistake was not the result of gross negligence or willful inattention by the proposer; and
  - 26.3.4. The mistake was discovered and was communicated to the County prior to the County Commission having formally awarded the contract/agreement.

## 27. PROTEST RIGHTS

- 27.1. Any Bidder 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.
- 27.2. Notice of Intended Decision is posted on the Lee County Department of Procurement Management website ([www.leegov.com/procurement](http://www.leegov.com/procurement)). Bidders are solely responsible to check for information regarding the Solicitation.
- 27.3. Refer to the "Procurement Protest" section of the Lee County Procurement Ordinance 18-22 for a complete description of the protest process and associated requirements. The ordinance is posted on the Lee County website or may be obtained by contacting the Procurement Management Director.
- 27.4. In order to preserve the right to protest, a written **"Notice Of Intent To File A Protest" must be filed with the Lee County Procurement Management Director within seventy-two (72) hours of Posting of the Notice of Intended Decision.**
  - 27.4.1. The notice shall clearly indicate all grounds being claimed for the protest.
  - 27.4.2. The notice must be physically received by the Procurement Management Director within the required time frame described above. No additional time will be granted for mailing.
- 27.5. Following receipt of the Notice of Intent to File a Protest, a **"Protest Bond" and "Formal Written Protest"** must be filed **within ten (10) business days** of Posting of the Notice of Intended Decision.
- 27.6. **Failure to follow the protest procedures requirement within the time frames as prescribed herein and in the Lee County Procurement Ordinance 18-22 shall constitute a waiver of the right to protest and shall bar any resulting claims.**

## 28. AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES

- 28.1. 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.

## 29. CONTRACT ADMINISTRATION

### 29.1. Designated Contact:

29.1.1. 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.

29.1.2. 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.

### 29.2. RFP – Term: (unless otherwise stated in the Scope of Work or Detailed Specifications)

29.2.1. Unless otherwise stated in the scope of work, specifications, or special conditions the default contract term shall be for one (1) three-year (3) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.

29.2.2. The County reserves the right to renew this contract, or any portion thereof, and to negotiate pricing as a condition for each.

29.2.3. The County's performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds.

### 29.3. RFP – Basis of Award:

29.3.1. Award will be made to the most responsible and responsive proposer based on the evaluation criteria.

### 29.4. Agreement/Contract:

29.4.1. 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>.

### 29.5. Records:

29.5.1. 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.

29.5.2. 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:

29.5.2.1. Keep and maintain public records required by the County to perform the service.

29.5.2.2. 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.

29.5.2.3. 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.

29.5.2.4. 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.

29.5.3. Public Record: **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FL § , 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, Email at [PRRCustodian@leegov.com](mailto:PRRCustodian@leegov.com) or Visit <http://www.leegov.com/publicrecords>.**

29.5.4. 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.

#### 29.6. **Termination:**

- 29.6.1. 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.
- 29.6.2. The Procurement Management Director may immediately terminate any agreement as a result of this solicitation for emergency purposes, as defined by the Lee County Procurement Ordinance 18-22.
- 29.6.3. 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.
- 29.6.4. The County reserves the right to terminate award or contract following any of the below for goods or services over \$1,000,000:
  - 29.6.4.1. Contractor is found to have submitted a false certification as provided under FL § 287.135 (5);
  - 29.6.4.2. 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;
  - 29.6.4.3. Contractor has engaged in business operations in Cuba or Syria;
  - 29.6.4.4. Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel – beginning October 1, 2016.

#### 30. **WAIVER OF CLAIMS**

- 30.1. 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.

#### 31. **LEE COUNTY PAYMENT PROCEDURES**

- 31.1. All vendors are requested to mail an original invoice to:  
**Lee County Finance Department**  
**Post Office Box 2238**  
**Fort Myers, FL 33902-2238**
- 31.2. All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the detailed specification portion of this project.
- 31.3. 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.

- 31.4. 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.
32. MATERIAL SAFETY DATA SHEETS (MSDS/SDS) (if applicable)
  - 32.1. In accordance with Chapter 443 of the FL §, it is the vendor's responsibility to provide Lee County with Material Safety Data Sheets on bid materials, as may apply to this procurement.
33. DEBRIS DISPOSAL (if applicable)
  - 33.1. Unless otherwise stated, the Proposer shall be fully responsible for the lawful removal and disposal of any materials, debris, garbage, vehicles or other such items which would interfere with the undertaking and completion of the project. There shall not be an increase in time or price associated with such removal.
34. SHIPPING (if applicable)
  - 34.1. Cost of all shipping to the site, including any inside delivery charges and all unusual storage requirements shall be borne by the proposer unless otherwise agreed upon in writing prior to service. It shall be the proposer's responsibility to make appropriate arrangements, and to coordinate with authorized personnel at the site, for proper acceptance, handling, protection and storage (if available) of equipment and material delivered. All pricing to be F.O. B. destination.
  - 34.2. The materials and/or services delivered under the proposal shall remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.
35. INSURANCE (AS APPLICABLE)
  - 35.1. 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



## 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. **Commercial General Liability** - 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. **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 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. **Errors and Omissions** - Coverage shall include professional liability insurance, to cover claims arising out of negligent acts, errors or omissions of professional advice, privacy and network security insurance covering for losses arising from disclosure of confidential information, or other professional services.

\$1,000,000 per occurrence

*\*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:**

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. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

## **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 Vendor shall be responsible for furnishing and delivering to the County requesting Department(s) the commodity or services on an "as needed basis" the contract term shall be for one (1) three year (3) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.

### **2. BASIS OF AWARD**

2.1 The County intends to award this continuing services contract to a library of qualified Vendors to perform work on an as-needed basis over the term of this Agreement. Award will be made in accordance with the evaluation process as described herein and in accordance with Lee County Procurement Ordinance 18-22.

### **3. AUTHORIZATION OF WORK**

3.1 This is a "Master" contract, which is not for any specific project. Work will be negotiated, authorized, scheduled, funded, and accounted for by the issuance of County Project Authorization's (CPAs), by the requesting department, division or other governmental entity. No amount of work is guaranteed upon the execution of a Lee County Vendor Agreement. This contract does not entitle any vendor to exclusive rights to County contracts. The County reserves the right to perform any and all available required work in-house or by any other means it so desires. The County reserves the right to add or delete, at any time, any or all tasks or services associated with this agreement.

### **4. COUNTY PROJECT AUTHORIZATION**

4.1 When a project is ready to bid under this Master Contract, the County will select a minimum of two Vendors from the awarded library and request a quote. The quoted price may not exceed the hourly rates in of the Vendor's master contract.

### **5. PROJECT FUNDING NOTICE**

5.1 As notice to all Vendors, projects may be funded in whole or in part by the Federal Transit Administration (FTA). The Vendor agrees to abide by and comply with all terms, conditions, provisions, certifications, affidavits, or otherwise as applicable and stated within this solicitation package. It shall be further understood that these provisions and terms shall be incorporated into any related Agreements/Contracts executed between the prime vendor and sub-consultants.

5.1.1 Provided with this solicitation is the *Lee County Transit Grant-Funded Procurement General Provisions*. The Vendor shall be required to abide by and comply with all terms, conditions, provisions, and equivalent as found therein and associated with the *Procurement Type – OPERATIONS/MANAGEMENT* as found on page 31 of the referenced document. All such referenced terms and clauses shall be passed down from Prime Vendor to all sub-contractors/consultants as described herein.

5.1.2 By participating in this solicitation the Vendor shall comply with all federal, state, and local regulations, including, but not limited to, nondiscrimination, wages, social security, worker's compensation, licenses, and registration requirements.

5.1.3 No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

5.1.4 This solicitation shall be governed by and construed in accordance with all applicable State and Federal laws, rules, and regulations, included those identified in the solicitation package. Any express reference in

this solicitation and any related Agreements/Contracts executed between the prime Vendor and sub-contractors/consultants to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

- 5.1.5 The Vendor shall be bound by the terms as stated within this solicitation package, any and all associated Agreement(s), and by all applicable state and federal laws and regulations, and the Vendor shall hold the Federal Transit Authority and Lee County harmless against all claims of whatever nature arising out of the Vendor's performance of work under this solicitation, to the extent allowed and required by law.
- 5.1.6 The Vendor shall indicate whether the Vendor and/or sub-contractors/consultants are Disadvantaged Business Enterprises (DBE). The 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 firms are encouraged to respond.

## **6. LOCAL VENDOR PREFERENCE EXCLUSION**

- 6.1 Local Vendor Preference Ordinance has been waived for this solicitation and any and all references contained herein are non-applicable to this solicitation and subsequent contract and/or purchase order(s).

## **7. APPLICABLE & MISC. PROJECT PROVISIONS**

- 7.1 In the event of a conflict between the Contract Document terms, Federal Guidelines, State, Local, or other applicable requirements associated with this project that is unable to be resolved through the Order of Precedence as defined herein, the Vendor should provide a written description of such conflict to the County Project Manager in order to receive final guidance on proceeding with conflicted items.
- 7.2 Per Florida Statute 287.057 (23): "Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response."

## **8. RFP – TIEBREAKER**

- 8.1 The standard County tiebreaker terms are hereby revised for this project to be as follows:
  - 8.1.1 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.
    - 8.1.1.1 Step 1: The proposer that has the highest number of 1<sup>st</sup> place rankings shall be deemed the first ranked proposer. In the event a tie still exists the proposer with the highest number of 2<sup>nd</sup> place rankings shall be the first ranked proposer. Should a tie still remain the method used above will continue with each ranking level, 3<sup>rd</sup>, then 4<sup>th</sup>, then 5<sup>th</sup>, etc. rank, will be counted until the tie is broken.
    - 8.1.1.2 Step 2: 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.
- 8.2 When the tiebreaker is determined the highest ranked Proposer shall be awarded the contract or receive the first opportunity to negotiate, as applicable.
- 8.3 If an award or negotiation is unsuccessful with the highest ranked Proposer, award or negotiations may commence with the next highest ranked Proposer.

**9. PROFESSIONAL SERVICES NOTICE**

- 9.1. Services referenced in this package are intended to describe typical planning services of this industry. These services are not intended/required to be completed by licensed engineering staff where signature or seal of a licensed professional engineer or architect are necessary or required. Although, engineering firms or individuals licensed as engineers, architects or similar may provide services described herein, these services do not require such individuals to sign, seal, or function under their licensed capacity.

End of Special Conditions

## **DETAILED SPECIFICATIONS**

### **1. GENERAL SCOPE OF WORK**

**1.1** The Lee County Board of County Commissioners (County) seeks a Vendor to perform a full range of transit planning services associated with the operation of an urban transit system for Lee County Department of Transit (LeeTran). Vendor shall perform services for individual projects on an as-needed basis for the term as described herein. Services performed under this Agreement as defined by FTA Circular 9030.1E Planning Projects include, but are not limited to: studies relating to management, operations, capital requirements, and economic feasibility. Scope of services does not include project development, engineering, or construction.

**1.2** Vendor shall have the expertise to provide services to support the below described planning activities that are anticipated to be requested under this Agreement. Specific items are examples of anticipated tasks and are not intended to be comprehensive. Vendor is expected to provide training on any of the following items as necessary:

#### **Plan Development**

- Title VI and Limited English Proficiency (LEP)
- Transit Development Plan (TDP)
- Equal Employment Opportunity (EEO)
- Disadvantaged Business Enterprise (DBE)
- Transit Asset Management (TAM) Plan
- Public Transportation Agency Safety Plan (PTASP)
- Public Involvement Plan (PIP)
- National Transit Database (NTD) sampling
- Continuity of Operations (COOP)
- Emergency management
- Data management

#### **Service Design**

- Service span
- Service levels
- Runtimes
- Costing
- Schedule adherence
- Deadheading
- Interlining
- Scheduling
- Runcutting
- Rostering

#### **Technology**

- GIRO HASTUS
- FDOT Transit Boardings Estimation and Simulation Tool (TBEST)
- Esri ArcGIS suite
- Cartegraph
- Power BI
- Intelligent transportation Systems (ITS) integration, testing, and quality assurance to include:
  - Automatic Vehicle Location (AVL)
  - Computer Aided Dispatch (CAD)
  - Automatic Passenger Counters (APC)

- Static and real-time General Transit feed Specification (GTFS)
- Mobile fare payment
- Smart card payment

#### **Planning, Analysis, and Forecasting**

- Park and ride concept planning
- Comprehensive Operational Analysis (COA)
- Ridership estimates
- Corridor study
- Bus Rapid Transit (BRT) study
- Economic benefit calculation
- Revenue forecasting
- Alternative revenue planning/Business Plan
- Service monitoring
- Geospatial analysis
- Mobility On Demand (MOD) planning
- Land use and transportation scenario planning
- Multimodal transportation planning
- National Environmental Policy Act (NEPA) assessments
- Competitive grant application development
- Fare policy study
- Fiscal health analysis
- Land Development Code (LDC) guidance
- Federal and state funding eligibility and compliance
- Complementary paratransit service
- Bus stop and wayfinding signage
- Service marketing and promotional materials
- Passenger outreach and educational/informational materials
- Passenger surveys and questionnaires
- Best practices training

#### **Reporting**

- National Transit Database (NTD)
- Transit Award Management System (TrAMS)

**Vendor Qualifications** – The County requires the Vendor’s personnel to have the following knowledge and capabilities necessary to support the services provided under this Agreement:

- Ability to draft technical and non-technical documents
- Knowledge of FTA rules and regulations, as well as their application
- Ability to facilitate a public workshop
- Ability to draft and present information to expert and non-expert audiences

**1.4** The Vendor shall be responsible for knowledge and compliance with all relative local, state and federal codes, laws and regulations pertaining to work under this Agreement.

## **2. ATTACHMENTS:**

**2.1** Lee County Transit Grant-Funded Procurement General Provisions (Dated December 30, 2019)  
*End of Detailed Specifications*

## 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 one (1) 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 (■: 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?

*\*Cover Page: Introduction does NOT count towards page restriction requested herein.\**

#### **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, location of office(s), as well as MBE, WBE, DBE, VBE or similar status, and recent, current, and/or projected workload, etc...

#### **TAB 2: Company Relevant Experience & Reference**

- Provide details of a maximum 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
  - 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)
- 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, inclusive of sub-Consultants anticipated to be utilized, 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, licensure, and certifications of proposed **specific** project management team, inclusive of sub-Consultants anticipated to be utilized, 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.\**
- \*Firms are encouraged to submit valid copies of MBE, WBE, DBE, VBE or similar certifications for adequate committee consideration."*

### **TAB 5: Price Scoring**

- Provide a personnel hourly rates as requested on the Bid/Proposal Form associated with this solicitation. Such hourly rates may be utilized for purposes of additional or optional services requested under the Agreement. Hourly rates shall be fully loaded rates.
- Pricing provided as part of the submission shall be utilized for evaluation purposes and may be utilized for award purposes. The County does however reserve the right to negotiate pricing with award Firms as a condition of award and may further conduct a Best and Final Offers (BAFOs) process.

### **TAB 6: Required Forms**

Forms 1- 9



## 2. SCORING CRITERIA & WEIGHT

CRITERIA	CRITERIA DESCRIPTION	MAX. POINTS AVAILABLE
1	QUALIFICATIONS OF COMPANY (TAB 1)	15
2	COMPANY RELEVANT EXPERIENCE & REFERENCE (TAB 2)	25
3	PLAN OF APPROACH (TAB 3)	35
4	PERSONNEL (TAB 4)	20
5	PRICE SCORING (TAB 5)	5
<b>TOTAL POINTS</b>		<b>100</b>
*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, March 5, 2021	N/A
Pre-Proposal Meeting	N/A	10:00 AM *
Proposal Question Deadline	8 Calendar days prior to submission deadline	Prior to 5:00 PM
Submission Deadline	Tuesday, April 6, 2021	Prior to 2:30 PM
First Committee Meeting Short list discussion	Friday, April 23, 2021	TBD or 10:00 AM *
Notify Shortlist Selection via e-mail	Friday, April 30, 2021	N/A
Final Scoring/Selection Meeting	Friday, May 14, 2021	TBD or 10:00 AM *
Board Meeting	Tuesday, August 3, 2021	9:30 AM
<b>Additional notes on Submission Schedule:</b> <ul style="list-style-type: none"> <li><i>Submission Schedule is provided as a guideline only and is subject to change at the discretion of Lee County authorized personnel.</i></li> <li><i>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.</i></li> </ul> <p><i>Unless otherwise stated, location of all openings and meetings will take place at 2115 Second Street, 1st Floor, Fort Myers, FL 33901 – 4<sup>th</sup> Floor Procurement Management.</i></p>		

## FORMS DESCRIPTION & INSTRUCTIONS

### REQUEST FOR PROPOSAL (NON-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.

#### Form #    Title/Description

- |    |   |
|----|---|
| 1  | <p><i>Solicitation Response Form</i></p> <p>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 <a href="http://www.sunbiz.org">http://www.sunbiz.org</a> as certification of this required information. Sample attached for your reference.</p> <p>Verify that all addenda and tax identification number have been provided.</p>  |
| 1a | <p><i>Proposal Form</i></p> <p>This form is used to provide itemization of project cost. A more detailed "schedule of values" may be requested by the County</p>  |
| *  | <p><i>Business Relationship Disclosure Requirement (if Applicable)</i></p> <p>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 <b>disclosure is applicable, the Bidder must request the form entitled "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS"</b> (Required by § 112.313(12)(b), F.S.) to be completed and <b>returned with the Solicitation Response. 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.</b></p> <p>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.</p> |
| 2  | <p><i>Affidavit Certification Immigration Laws</i></p> <p>Form is acknowledgement that the proposer is in compliance in regard to Immigration Laws.</p>   |
| 3  | <p>Provide this form to reference respondents. This form <b>will be turned in with the proposal</b> package.</p> <ol style="list-style-type: none"> <li>1. <b>Section 1:</b> Bidder/Proposer to complete with <u>reference respondent's</u> information prior to providing to them for their response. (This is <b>not</b> the Bidder/Proposer's information.)</li> <li>2. <b>Section 2:</b> Enter the name of the Bidder/Proposer; provide the project information in which the reference respondent is to provide a response.</li> <li>3. The <u>reference respondent</u> should complete "<b>Section 3.</b>"</li> <li>4. <b>Section 4:</b> The reference respondent to print and sign name</li> <li>5. <b>Three (3) Reference responses</b> are to be <b>returned with the proposal package.</b></li> <li>6. Failure to obtain reference surveys may make your company non-responsive.</li> </ol>  |

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.

6 *Sub-Contractor/Consultant List* (if applicable)  
To be completed and returned when sub-contractor/consultants are to be utilized and are known at the time of the submission.

7 *Certification of Lobbying Activities*

8 *Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion*

9 *Immigration Law Affidavit Certification (E-Verify)*

\* *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 ensure 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.)



## 6. Required Forms

VER 08-20-2020

Form 1 – Solicitation Response Form



### LEE COUNTY PROCUREMENT MANAGEMENT SOLICITATION RESPONSE FORM

Date Submitted: 4/6/2021 Deadline Date: 4/6/2021  
 SOLICITATION IDENTIFICATION: RFP200360ANB  
 SOLICITATION NAME: Professional Planning Services for LeeTran  
 COMPANY NAME: Vanasse Hangen Brustlin, Inc.  
 NAME & TITLE: (TYPED OR PRINTED) Paul W. Yeargain, PE, CFM  
 BUSINESS ADDRESS: (PHYSICAL) 501 East Kennedy Blvd., Suite 1010, Tampa, FL 33602  
 CORPORATE OR MAILING ADDRESS:  
☐ SAME AS PHYSICAL Corporate: 101 Walnut Street, P.O. Box 9151  
**ADDRESS MUST MATCH SUNBIZ.ORG.** Waltham, MA 02472

E-MAIL ADDRESS: pycargain@vhb.com  
 PHONE NUMBER: 813-327-5443 FAX NUMBER: 407-839-4008

**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. <u>1</u> Dated: <u>3/31/2021</u>	No. _____ Dated: _____	No. _____ Dated: _____
No. _____ Dated: _____	No. _____ Dated: _____	No. _____ Dated: _____

Tax Payer Identification Number: 04-2931679

(1) Employer Identification Number -OR- (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](http://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, 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.

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## 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, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) 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)**

Vanasse Hangen Brustlin, Inc.

Company Name (Name printed or typed)

Paul W. Yeargain, PE, CFM

Authorized Representative Name (printed or typed)

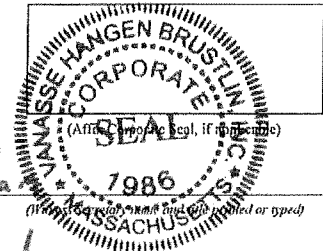
Managing Director

Authorized Representative's Title (printed or typed)

Authorized Representative's Signature

Witnessed/Attested by:

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.

**Posted Date:** March 31, 2021

**Solicitation No.:** RFP200360ANB

**Solicitation Name:** Professional Planning Services for LeeTran

**Subject:** Addendum Number 1

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

# **1. QUESTIONS/ANSWERS**

1.	Have any firms been identified/designated by Lee County as being unable to bid on this contract due to Sections 15.1 and 15.2 (Conflict of Interest)?
<b>Answer</b>	<b>No</b>

2.	Page 22 requests bidders include copies of their DBE certification. However, the County has not established a DBE participation goal for this solicitation, nor does it explicitly indicate DBE participation as an evaluation criterion. Will DBE participation be scored under one of the other scoring criteria (as suggested by the bulleted note under item 2 on page 23)?
<b>Answer</b>	<b>DBE status is taken into consideration when scoring under the Evaluation Criteria as found on pages 21 &amp; 22; see details requested under TAB 1: Qualifications of Firm as well as Tab 4: Personnel.</b>

3.	Section 21.1.4 (page 8) indicates mileage for vehicle travel will not be paid under this contract. Does this include vehicle travel from outside the county? Will other travel costs be reimbursed (such as air travel, lodging, etc.) when traveling from outside the county?
<b>Answer</b>	<b>No travel expenses or miscellaneous expenses are expected to be reimbursed under this Agreement.</b>

4.	If a single large project is bid out separately from this contract (as discussed in Section 21.1.6 on page 8), will vendors engaged under this contract be eligible to bid?
<b>Answer</b>	<b>Yes, Vendors shall be eligible to bid on separate large County projects as long as there are no conflicts of interest.</b>

5.	Will bidder interviews be conducted in-person or virtually? And if in-person, has the County identified potential dates for said interviews?
<b>Answer</b>	<b>If the evaluation committee elects to host presentations, they shall be held in person. The tentative dates for those meetings can be found on page 23 of the solicitation.</b>

6.	Does the 10-page limit also exclude the proposal cover, cover page, and table of contents? Are resumes and the price form to be counted within the 10-page limit?
<b>Answer</b>	<b>The proposal cover, cover page, table of contents, one page resumes and the price form shall not count towards the 10 page limit.</b>

7.	Please clarify under Tab 3: "Firm Plan of Approach" (page 22). Since the scope of work is a general listing of the type of projects that might be requested under this contract, what type of information is the County looking for vendors to provide in this section?
<b>Answer</b>	<p><b>Proposers may customize deliverable breakdown as best fits their proposed services, but must ensure that all desired services and objectives as described within the specifications are incorporated within Proposal.</b></p> <p><b>The level of detail for description of your expertise in performing the tasks laid out on page 19 section 1.2 is at the discretion of the proposing firm.</b></p> <p><b>This statement is intended to clarify that the pricing and proposal submitted shall be inclusive of all fee elements associated with the proposed deliverables. Such items may include: overhead, G&amp;A, labor, materials, etc... A listing of personnel and associated fully loaded rates for purposes of additional or alternative items that may be requested under this Agreement.</b></p>

8.	Are vendors required to provide all services listed in the general scope of work (page 19-20)? Or can vendors provide expertise in specific areas?
<b>Answer</b>	<b>Vendors are not required to submit on all areas in the scope of work. If you specialize in specific areas you may bid on the services you provide.</b>

9.	Will there be an electronic submittal option available for this pursuit?
<b>Answer</b>	<b>No</b>

10.	The RFP says we have to identify a Project Director. The Final Bid Schedule (i.e., rate form) has Project Manager but no Project Director. Should we assume those are one and the same?
<b>Answer</b>	<b>Yes</b>

11.	Can we have a separate cover for the proposal or should the cover page be considered the cover for the proposal. If we are allowed a cover, does it count in the page limits?
<b>Answer</b>	<b>See the answer to question #6</b>

12.	Can 1-page resumes be submitted for all team members that may work on projects or do you just want project management team member resumes?
<b>Answer</b>	<b>Please submit the resumes of the direct project team you anticipate managing this contract.</b>

**BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.**

**ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.**

Jake Bond  
 Jake Bond,  
 Procurement Analyst - Direct Line: 239-533-8898  
 Lee County Procurement Management

3/30/2021

D E N

DIVISION OF CORPORATIONS



S / D C / S R d / S E N /

**Detail by Entity Name**

F g P C

VANASSE HANGEN RUSTON, INC.

Filing Information

Document Number P14 54

REVENUE Number 04231679

Date Filed 05/14/1987

State MA

Status ACTIVE

Last Event EVENT CONVERTED TO NOTES

Event Date Filed 05/14/1987

Event Effective Date NONE

Principal Address

101 WALNUT ST.

WATERTOWN, MA 02472

C g d 01/05/2010

Mailing Address

101 WALNUT STREET

PO BOX 9151

WATERTOWN, MA 02472 91

C g d 01/10/2011

Registered Agent Name & Address

REGISTERED AGENT SOLUTIONS, INC.

15 OFFICE PLAZA DR STE A

TALLAHASSEE, FL 32301

N C g d 12/1/2018

Ad C g d 12/1/2018

Officer/Record Seal

Name &amp; Address

T C B d

RUSTON, ROBERT S

101 WALNUT STREET

- g I C S S R D E N d T I N O d VANASSE HANG 14



02/2021	02/2021	Details
WATERTOWN, MA 02471	101 Walnut Street Watertown, MA 02472	
Title Officer	Title Director	
Gregory, Christopher 101 WALNUT STREET WATERTOWN, MA 02471	Gibby, Elizabeth 101 Walnut Street Watertown, MA 02472	
Title CO	Title CFO	
ROWN, CHRISTOPHER J 25 E. ROBINSON STREET ORLANDO, FL 32801	Hartman, Eric 101 WALNUT ST. WATERTOWN, MA 02472	
Title President and CEO	Title Director	
CARRAGHER, MICHAEL 101 Walnut Street Watertown, MA 02472	Muholland, David 25 E. Robinson Street Suite 0 Orlando, FL 32801	
Title CO	Title Director	
DORO, JAMES 101 WALNUT STREET WATERTOWN, MA 02472	Paley, Keith 10 Great Meadow Road Whiteside, CT 06109	
Title EC	Title Chief People Officer	
DUNSK, ROBERT 101 Walnut Street Watertown, MA 02472	Koussker 101 WALNUT ST. WATERTOWN, MA 02471	
Title Assistant Clerk	Annual Reports	
Ashworth, William 101 WALNUT ST. WATERTOWN, MA 02472	Report Year Filed Date	
Title Director	2020 01/02/2020	
McAuley, Michael 101 WALNUT ST. WATERTOWN, MA 02472	2020 10/20/2020	
Title Director	2021 01/14/2021	
Groves, Carolyn 101 Walnut Street Watertown, MA 02472	Document Images	
Title Director	01/14/2021 - ANNUAL REPORT View image in PDF format	
Jackman, Thomas	10/20/2020 - AMENDED ANNUAL REPORT View image in PDF format	
	01/02/2020 - ANNUAL REPORT View image in PDF format	
	01/02/2019 - ANNUAL REPORT View image in PDF format	
	01/02/2018 - ANNUAL REPORT View image in PDF format	
	01/04/2017 - ANNUAL REPORT View image in PDF format	
	01/27/2016 - ANNUAL REPORT View image in PDF format	
	02/12/2015 - ANNUAL REPORT View image in PDF format	
	01/08/2014 - ANNUAL REPORT View image in PDF format	
	01/09/2013 - ANNUAL REPORT View image in PDF format	
search and sign in our Corporate Search Search Results	search and sign in our Corporate Search Search Results	search and sign in our Corporate Search Search Results

VER 08-20-2020

*Form 1a – Bid/Proposal Form*



**LEE COUNTY**  
SOUTHWEST FLORIDA

**PROCUREMENT MANAGEMENT DEPARTMENT**  
**BID/PROPOSAL FORM**

**COMPANY NAME:** Vanasse Hangen Brustlin, Inc.

**SOLICITATION:** RFP200360ANB Professional Planning Services for LeeTran

Having carefully examined the Contract Documents, Contractor/Vendor proposes to furnish the following which meeting these specifications.

**PRICING**

Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified in the Contract Documents. All Unit Prices will be bid at the nearest whole penny.

In the event there is a discrepancy between a subtotal or total amount and the unit prices and extended amounts, the unit prices will prevail and the corrected extension(s) and total(s) will be considered the price.

The County will only accept bids submitted on bid forms provided by the County. Bids submitted on other forms, other than those provided by the County, will be deemed non-responsive and ineligible for award.

This page serves as a header/placeholder only. Please refer to the Excel document provided with the solicitation for the complete Bid Schedule. The Excel document contains formulas for convenience, however it is the Vendor's responsibility to verify all pricing and calculations are CORRECT. Lee County is not responsible for errors in formulas or calculations contained within Excel document(s).

**REMINDER:** In the event there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted price.

The County will only accept bids submitted on bid forms provided by the County. Bids submitted on other forms, other than those provided by the County, will deem Bidder as non-responsive and ineligible for award.

Bidders may not adjust or modify data provided within the Bid Schedule unless otherwise stated herein. Bids received with modified data may deem the Bidder as non-responsive and ineligible for award.

**PLEASE ENSURE** you have provided a printed copy of the Bid Schedule with your hard copy submission packages and provided the excel version with your digital submission package.

**PRICING**

Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, materials, and any other incidental costs required to perform and complete all work as specified herein.

**Pricing included in Tab 5 Price Scoring**



## 5. Price Scoring

LEE COUNTY SOUTHWEST FLORIDA		PROCUREMENT MANAGEMENT DEPARTMENT BID/PROPOSAL FORM			
COMPANY NAME: <u>Vanasse Hangen Brustlin, Inc.</u>					
SOLICITATION: <u>RFP200369ANB Professional Planning Services for LeeTran</u>					
Having carefully examined the Contract Documents, Contractor/Vendor proposes to furnish the following which meeting these specifications.					
<b>PRICING</b> Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified in the Contract Documents. All Unit Prices will be bid at the nearest whole penny. The Excel document contains formulas for convenience, however it is the Contractor's/Vendor's responsibility to verify all pricing and calculations are CORRECT. Lee County is not responsible for errors in formulas or calculations contained within Excel document(s).					
In the event there is a discrepancy between a subtotal or total amount and the unit prices and extended amounts, the unit prices will prevail and the corrected extension(s) and total(s) will be considered the price.					
The County will only accept bids submitted on bid forms provided by the County. Bids submitted on other forms, other than those provided by the County, will be deemed non-responsive and ineligible for award.					
PLEASE ENSURE you have provided a printed copy of the Bid Schedule with your hard copy submission packages and provided the excel version with your digital submission package.					
<b>PROFESSIONAL PLANNING SERVICES FOR LEETRAN</b>					
Item	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Amount
1	GIS Analyst	Per Hour	1.000	\$ 90.00	\$ 90.00
2	IT Specialist	Per Hour	1.000	\$ 170.00	\$ 170.00
3	Principal Planner	Per Hour	1.000	\$ 185.00	\$ 185.00
4	Planner	Per Hour	1.000	\$ 110.00	\$ 110.00
5	Project Manager/Director	Per Hour	1.000	\$ 200.00	\$ 200.00
6	Planning Technician	Per Hour	1.000	\$ 70.00	\$ 70.00
7	Admin Support Specialist	Per Hour	1.000	\$ 90.00	\$ 90.00
<b>Alternative Items</b>					
Item	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Amount
8	Graphics	Per Hour	1.000	\$ 90.00	\$ 90.00
9	Planner II	Per Hour	1.000	\$ 130.00	\$ 130.00
10	Principal in Charge	Per Hour	1.000	\$ 300.00	\$ 300.00
11	Transit/NEPA Specialist	Per Hour	1.000	\$ 240.00	\$ 240.00
12	Senior Planner	Per Hour	1.000	\$ 145.00	\$ 145.00
<b>BID SUMMARY</b>					
**Quantities are not guaranteed. Final payment will be based on actual quantities.					
<b>PROJECT TOTAL: Price per Task Work Order to be Determined</b>					
(Use Words to Write Total)					

\*Please provide a list of job titles and hourly rate for any positions you feel may fall under the duties of this solicitation package.

\*The hourly rate should include any and all costs associated with this position. IE: direct pay, benefits, indirect personnel costs, general administrative costs, overhead, profit, multiplier, etc....)

VER 08-20-2020

Form 2 - Affidavit Certification of Immigration Laws



**LEE COUNTY**  
SOUTHWEST FLORIDA

**AFFIDAVIT CERTIFICATION IMMIGRATION LAWS**

SOLICITATION NO.: RFP200360ANB SOLICITATION NAME: Professional Planning Services for LeeTran

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: Varasse Hangen Brustlin, Inc.

[Signature]  
Signature

Managing Director  
Title

April 1, 2021  
Date

STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was signed and acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 1st day of April 2021, by Paul W. Yeargain, PE, CFM who has produced (Print or Type Name)

Personally Known as identification.  
(Type of Identification and Number)

[Signature]  
Notary Public Signature

Cathleen Jackowski  
Printed Name of Notary Public

66165083 / 3/28/2022  
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.**

VER 08-20-2020

## Form 3 Reference Survey

Lee County Procurement Management  
Reference Survey

Reference surveys submitted can be a maximum of twelve (12) months old. If using a previous reference, Proposers must clearly identify the project name and number the reference is being submitted for.

Project Name & Number: Professional Planning Services for LeeTran RFP 200360ANB

<b>Section 1</b>		<b>Reference Respondent Information</b>		<b>Please return completed form to:</b>	
<b>FROM:</b>		<u>Sarah</u>		<b>Bidder/Proposer:</b> Vanasse Hangen Brustlin, Inc.	
		<u>Blanchard</u>		<b>Due Date:</b> April 6th, 2021	
<b>AICP</b>				<b>Total # Pages:</b> 1	
<b>COMPANY:</b>		<u>Sarasota County Area Transit</u>		<b>Phone #:</b> 407-839-4006	
<b>PHONE #:</b>		<u>941-861-1045</u>		<b>Fax #:</b> 407-839-4008	
<b>FAX #:</b>		<u>N/A</u>		<b>Bidder/Proposer E-Mail:</b> leveritt@vhb.com	
<b>EMAIL:</b>		<u>sblancha@scgov.net</u>			
<b>Section 2</b>		<b>Enter Bidder/Proposer Information, if applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)</b>			
<b>Proposer Name:</b>		<u>Vanasse Hangen Brustlin, Inc.</u>			
<b>Reference Project Name:</b>		<b>Project Address:</b>		<b>Project Cost:</b>	
<u>Transit Consulting Services</u>		<u>5303 Pinkney Ave., Sarasota, FL 34233</u>		<u>not to exceed \$500,000</u>	
<b>Summarize Scope:</b>					
<u>Under this general planning consulting services-type contract, VHB has prepared the agency's Transit Development Plan and is currently preparing its Title VI Plan.</u>					
<b>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.</b>					
<b>Section 3</b>					<b>Indicate: "Yes" or "No"</b>
1. Did this company have the proper resources and personnel by which to get the job done?					YES
2. Were any problems encountered with the company's work performance?					NO
3. Were any change orders or contract amendments issued, other than owner initiated?					NO
4. Was the job completed on time?					YES
5. Was the job completed within budget?					YES
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. Rate from 1 to 10. (10 being highest)					9
7. If the opportunity were to present itself, would you rehire this company?					YES, through the appropriate procurement processes.
8. Please provide any additional comments pertinent to this company and the work performed for you: VHB is knowledgeable of State and Federal transit program requirements and has assisted SCAT in the timely and successful completion of our transit related planning projects. For the major update of the TDP, in 2019, along with the transit analysis, the VHB team conducted public outreach and surveys, coordinated stakeholder meetings, and prepared the document for submittal to and acceptance by FDOT District One. In March 2021, VHB prepared SCAT's Title VI Program for submittal to FTA and is currently working with SCAT on equity analysis related to the program.					

**Section 4** Please submit non-Lee County employees as references

Sarah Blanchard, A.I.C.P.

Reference Name (Print Name)

Sarah Blanchard

Reference Signature

31

RFP200360ANB Professional Planning Services for LeeTran

DocuSign Envelope ID: 55E9E4C4-AABD-434B-8A11-30ACECC7B19D

VER 0 8/20-2020

Form 3 Reference Survey

**Lee County Procurement Management  
Reference Survey**

**Reference surveys submitted can be a maximum of twelve (12) months old. If using a previous reference, Proposers must clearly identify the project name and number the reference is being submitted for.**

**Project Name & Number:** Professional Planning Services for LeeTran RFP 200360ANB

<b>Section 1</b> Reference Respondent Information		<b>Please return completed form to:</b>	
<b>FROM:</b> Diane Poitras		<b>Bidder/Proposer:</b> Vanasse Hangen Brustlin, Inc.	
<b>COMPANY:</b> FDOT District 5		<b>Due Date:</b> April 6th, 2021	
<b>PHONE #:</b> 321-319-8174		<b>Total # Pages:</b> 1	
<b>FAX #:</b> N/A		<b>Phone #:</b> 407-839-4006 <b>Fax #:</b> 407-839-4008	
<b>EMAIL:</b> diane.poitras@dot.state.fl.us		<b>Bidder/Proposer E-Mail:</b> leveritt@vhb.com	
<b>Section 2</b> Enter Bidder/Proposer Information, if applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)			
Proposer Name: Vanasse Hangen Brustlin, Inc.			
Reference Project Name: Public Transportation Grant Oversight Compliance Consultant Svcs	Project Address: 719 S. Woodland Blvd., DeLand, FL 32720	Project Cost: \$5,000,000	
Scope: Among many other assignments, VHB led the production of a Park & Ride Master Plan. The Plan covered 9 county and 30 years with recommendations of improvements to current facilities as well as new facilities.			
<b>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.</b>			
<b>Section 3</b>			Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?			Yes
2. Were any problems encountered with the company's work performance?			No
3. Were any change orders or contract amendments issued, other than owner initiated?			No
4. Was the job completed on time?			Yes
5. Was the job completed within budget?			Yes
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. Rate from 1 to 10. (10 being highest)			10
7. If the opportunity were to present itself, would you rehire this company?			Yes
8. Please provide any additional comments pertinent to this company and the work performed for you: They have always been very responsive to our requests for assistance even if it was on short notice.			

**Section 4** Please submit non-Lee County employees as references

Diane Poitras

Reference Name (Print Name)

DocuSigned by:

Diane Poitras

Reference ID: 1053F40140014ED0

VER 08-20-2020

## Form 3 Reference Survey

**Lee County Procurement Management  
Reference Survey**

**Reference surveys submitted can be a maximum of twelve (12) months old. If using a previous reference, Proposers must clearly identify the project name and number the reference is being submitted for.**

**Project Name & Number:** Professional Planning Services for LeeTran RFP200360ANB

<b>Section 1</b>	<b>Reference Respondent Information</b>	<b>Please return completed form to:</b>	
<b>FROM:</b>	<u>Andrea Rosser, CTM</u>	<b>Bidder/Proposer:</b>	<u>Vanasse Hangen Brustlin, Inc.</u>
<b>COMPANY:</b>	<u>StarMetro</u>	<b>Due Date:</b>	<u>April 6th, 2021</u>
<b>PHONE #:</b>	<u>850-891-5196</u>	<b>Total # Pages:</b>	<u>1</u>
<b>FAX #:</b>	<u>850-891-5385</u>	<b>Phone #:</b>	<u>407-839-4006</u>
<b>EMAIL:</b>	<u>Andrea.Rosser@talgov.com</u>	<b>Fax #:</b>	<u>407-839-4008</u>
		<b>Bidder/Proposer E-Mail:</b>	<u>leveritt@vhb.com</u>

<b>Section 2</b>	<b>Enter Bidder/Proposer Information, If applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)</b>		
<b>Proposer Name:</b>	<u>Vanasse Hangen Brustlin, Inc.</u>		
<b>Reference Project Name:</b>	<b>Project Address:</b>	<b>Project Cost:</b>	
<u>StarMetroTransit Development Plan, Major Update</u>	<u>555 Appleyard Dr., Tallahassee, FL 32304</u>	<u>\$135,414</u>	
<b>Summarize Scope:</b>	<u>VHB is leading the preparation of the statutorily required Transit Development Plan. It is a 10-year planning document with ridership projections, significant public outreach, and alternatives evaluation.</u>		

**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.**

<b>Section 3</b>	<b>Indicate: "Yes" or "No"</b>
1. Did this company have the proper resources and personnel by which to get the job done?	<u>Y</u>
2. Were any problems encountered with the company's work performance?	<u>N</u>
3. Were any change orders or contract amendments issued, other than owner initiated?	<u>N</u>
4. Was the job completed on time?	<u>Y</u>
5. Was the job completed within budget?	<u>Y</u>
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. Rate from 1 to 10. (10 being highest)	<u>10</u>
7. If the opportunity were to present itself, would you rehire this company?	<u>Y</u>
8. Please provide any additional comments pertinent to this company and the work performed for you: <u>The VHB team is a pleasure to work with. They are professional, prompt, and very knowledgeable.</u>	

**Section 4 | Please submit non-Lee County employees as references**

Andrea Rosser

Reference Name (Print Name)

Andrea Rosser

Reference Signature

31

 RFP200360ANB Professional Planning Services for LeeTran

VER 08-20-2020

## Form 4 - Negligence or Breach of Contract Disclosure Form

REVISED 02/22/2017



### 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 complete 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:** Vanasse Hangen Brustlin, Inc.

Type of Incident Alleged Negligence or Breach of Contract	Incident Date And Date Filed	Plaintiff (Who took action against your company)	Case Number	Court County/State	Project	Claim Reason (initial circumstances)	Final Outcome (who prevailed)
Alleged Negligence	1/20/2020 1/23/2020	David Jacques	EF010992-2018	New York	Silo Ridge Field Club course	Personal injury	Pending
Alleged Negligence	5/5/2020 5/20/2020	Mohamed Belal	2020-CA-04419-O	Florida	Pulte Homes Subdivision	Claim involves flooding on residential property	Pending
Alleged Negligence	10/2020	Westchester County Board of Health	BEQ-8617-MK-MRE1-SS	New York	Corporate Drive Apartments	Administrative complaint against VHB (NY entity) relating to non-compliance relating to construction of a sanitary sewer system. VHB did not construct the system and had no knowledge that it had been constructed.	Charges withdrawn
Alleged Negligence	3/2019	Bernadette Giblin	1880CV00235	Massachusetts	Springfield Viaduct Deck	Claim involves personal injury due to auto accident	Settled

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 outcomes should include who prevailed and what method of settlement was made. If a monetary settlement was made the amount may remain anonymous.

Page Number: 1 Of 3 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.



VER 08-20-2020

## Form 4 - Negligence or Breach of Contract Disclosure Form

REVISED 02/22/2017



### 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:** Vanasse Hangen Brustlin, Inc.

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 County/State	Project	Claim Reason <i>(initial circumstances)</i>	Final Outcome <i>(who prevailed)</i>
Alleged Negligence	6/2018	Francis Rogers and Donna Rogers	N/A	New York	Unknown	It is alleged that the plaintiff's slipped/fell but there has been no additional information regarding the location in order to properly evaluate the claim.	Settled
Alleged Negligence	11/2017	United Road Services, Inc.	218-2017-CV-01049	New Hampshire	NHDOT Londonderry	This involves a motor vehicle accident which occurred when the plaintiff hit another drivers vehicle at the intersection of the northbound off ramp for Exit 5 to Interstate 93N and Route 28. Driver sued plaintiff and that matter settled in 2016. Now plaintiff is seeking possibly recovery from other parties. VHB performed only ITS services for the DOT and did not provide design services for the traffic signals nor determined their location.	Settled

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: 2 Of 3 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.



### 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 complete 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:**

Vanasse Hangen Brustlin, Inc.

Type of Incident (Alleged Negligence or Breach of Contract)	Incident Date And Date Filed	Plaintiff (Who took action against your company)	Case Number	Court County/State	Project	Claim Reason (Initial circumstances)	Final Outcome (who prevailed)
Alleged negligence	11/2017	Florida Mall Associates	17-CA-9596-O	Florida	Florida Mall	Claim involves a slip and fall	Settled
Alleged negligence	2013	Samuels & Associates	N/A	Connecticut	BJs Connecticut	VHB's client, Samuels & Associates claimed that VHB is responsible for errors in the design and	Settled
						construction of a median and signal systems at the entrance to a retail project including a BJ's store.	
						Representatives worked diligently with the client and the Connecticut	
						Department of Transportation to resolve this matter cost effectively.	
Alleged negligence	June 2014	Safety Insurance	01CV000805A	Massachusetts	Verizon	A residential property owner claims that its property was flooded with sewerage or water when Verizon moved a telephone pole.	Settled

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: 3 Of 3 Total pages

Indicate 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 responsive" 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.

**RFP200360ANB Professional Planning Services for Lee Tran**

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## Form 5 - Affidavit Principal Place of Business



# LEE COUNTY

## SOUTHWEST FLORIDA

**AFFIDAVIT PRINCIPAL PLACE OF BUSINESS**

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

Company Name: Vanasse Hangen Brustlin, Inc.Paul W. Yeargain, PE, CFM  
Printed name of authorized signerManaging Director  
Title

⇒

Authorized Signature

Date

April 1, 2021

The signer 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.**

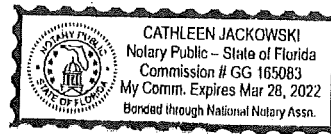
The foregoing instrument was signed and acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 1st day of April, 2021, by Paul W. Yeargain, PE, CFM who has produced (Print or Type Name)

Personally Known as identification.  
(Type of Identification and Number)

Notary:  
State of  
County of

Florida  
Orange

Notary Public Signature



Notary Commission Number and expiration

- Principal place of business is located within the boundaries of:
 

<u>Lee County</u>	_____
<u>Collier County</u>	_____
<u>X</u> <u>Non-Local</u>	_____
- Local Business Tax License # 55539
- Address of Principal Place of Business: 501 East Kennedy Blvd., Suite 1010  
Tampa, FL 33602
- Number of years at this location 4 years
- Have you provided goods or services to Lee County on a regular basis within the past 3 consecutive years
 

<u>Yes*</u>	<u>X</u> <u>No</u>
-------------	--------------------

\*If yes, attach contractual history for past 3 consecutive years
- Number of available employees for this contract 155
- Does your company have a Drug Free Workplace Policy
 

<u>X</u> <u>Yes</u>	<u>No</u>
---------------------	-----------

VHB 08-20-2020

## Form 6-Sub-contractor/consultant List



**LEE COUNTY**  
SOUTHWEST FLORIDA

**SUB-CONTRACTOR/CONSULTANT LIST**

Sub-Contractor/Consultant Company Name	Area Of Work	Point Of Contact Or Project Supervisor	Contact Info Phone or Email	Qualified DBE, MBE, WBE, VBE or Similar	Amount or Percentage of Total
CSched USA	Support on all tasks	Michel Courval	mcourval@csched.com	N/A	percentages will
Foursquare ITP	Lead Service Design, Co-Lead on Planning,	Doug Robinson	drobinson@foursquareitp.com	DBE	be dependent on the tasks
	Analysis, & Forecasting and				assigned.
	Reporting				
IBI Group	Technology	Santosh Mishra	santosh.mishra@ibigroup.com	N/A	

Please include sub-contractor/consultant name, area of work (i.e. mechanical, electrical, etc.) and a **valid** phone number and/or email. Also include the dollar value or percentage that the sub-contractor/consultant will be performing. If sub-contractor/consultant qualifies as a current certificate Florida Certified Business Enterprise such as MBE, WBE, DBE, VBE or similar please indicate such above and provide proof of certification.

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## Form 7: Public Entity Crime Form

Page 1 of 2

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 Lee County  
(Print name of the public entity)  
  
by Paul W. Yeargain, PE, CFM - Managing Director  
(Print individual's name and title)  
  
for Vanasse Hangen Brustlin, Inc.  
(Print name of entity submitting sworn statement)  
  
whose business address is 501 East Kennedy Blvd., Suite 1010, Tampa, FL 33602  
  
(If applicable) its Federal Employer Identification Number (FEIN) is 04-2931679  
  
(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 officers, 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.)  
  
X 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.

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## Public Entity Crime Form

Page 2 of 2

\_\_\_\_\_ 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]  
(Signature)

4/1/2021  
(Date)

STATE OF Florida  
COUNTY OF Orange

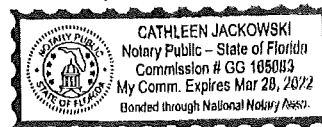
The foregoing instrument was signed and acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 1st day of April 20 21, by Paul W. Varamin, PE, CMAA who has produced

(Print or Type Name)

Personally Known as identification.  
(Type of Identification and Number)

[Signature]  
(NOTARY PUBLIC)

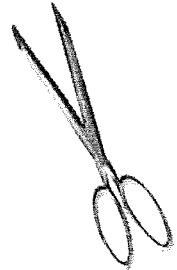
My Commission Expires: 3/28/2022



*Sealed Proposal Label*

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

<b>PROPOSAL DOCUMENTS • DO NOT OPEN</b>	
SOLICITATION NO.:	RFP200360ANB
SOLICITATION TITLE:	<b>Professional Planning Services for LeeTran</b>
DATE DUE:	<b>Tuesday, April 6, 2021</b>
TIME DUE:	<b>Prior to: 2:30 PM</b>
SUBMITTED BY:	_____
	<small>(Name of Company)</small>
e-mail address	Telephone
DELIVER TO:	Lee County Procurement Management 2115 Second Street, 1st Floor Fort Myers FL 33901
<i>Note: proposals received after the time and date above will not be accepted.</i>	



**\*Notice:** the Date Due/Submission Deadline Date/Opening Date as stated on this label and other forms contained herein may have been updated via issuance of Addenda against this project. It is the sole responsibility of the Contractor/Vendor to monitor the County project webpage for any updates to the Date Due/Submission Deadline Date/Opening Date via Addenda. This label nor other original forms may not be updated. Contractor/Vendor may strike through and update Date Due/Submission Deadline Date/Opening Date at their discretion to match any updates to this date that have been published via Addenda.

Submission received after the time and date of the Date Due/Submission Deadline Date/Opening Date will not be accepted at the sole discretion of the County.

**PLEASE PRINT CLEARLY**

**LEETRAN  
FTA CERTIFICATIONS**

**Federally Required Certifications**

1. Lobbying\* (over \$100,000)
2. Debarment and Suspension\* (over \$25,000)
3. E-Verify (all with the exception of commodity purchase)

**\* Please sign and return the applicable FTA Certification**



VER 08-20-2020

**LOBBYING**  
*For contracts over \$100,000*  
**31 U.S.C. 1352**  
**49 CFR Part 19**  
**49 CFR Part 20**

The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, Vanasse Hangen Brustlin, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Date April 1, 2021

Print Name of Authorized Official Paul W. Yeargain, PE, CFM

Title Managing Director

Signature of Authorized Official 

Company Name Vanasse Hangen Brustlin, Inc.

Company Address 501 East Kennedy Blvd., Suite 1010, Tampa, FL 33602



VER 08-20-2020

**DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION**  
**REQUIREMENTS for Contracts over \$25,000**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

The bidder or proposer certifies as follows:

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, Lee County may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to Lee County if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact Lee County for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by Lee County.
5. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
7. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred,

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ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, Lee County may pursue available remedies including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

(Contracts over \$25,000).

The contractor certifies, that neither it nor its "principals" as defined in CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any governmental department or agency.

Date April 1, 2021

Print Name of Authorized Official Paul W. Yeargain, PE, CFM

Title Managing Director

Signature of Authorized Official 

Company Name Vanasse Hangen Brustlin, Inc.

Company Address 501 East Kennedy Blvd., Suite 1010, Tampa, FL 33602

Immigration Law Affidavit Certification

VER 08-20-2020

## Attachment: Immigration Law Affidavit Certification

Solicitation # and Title : RFP200360ANB Professional Planning Services for LeeTran

This Affidavit is required and should be signed, notarized by an authorized principal of the firm and submitted with formal Invitations to Bid (ITB's) and Request for Proposals (RFP) submittals. Further, Vendors / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company.

Lee County will not intentionally award County contracts to any vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision 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 vendor 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 termination of the contract by Lee County.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Vendor's / Bidder's proposal.

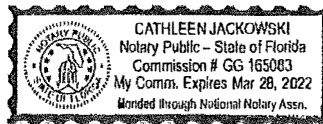
Company Name Vanasse Hangen Brustlin, Inc.Print Name Paul W. Yeargain, PE, CFM Title Managing DirectorSignature [Signature] Date April 1, 2021State of FloridaCounty of Orange

The foregoing instrument was signed and acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 1st day of April, 2021, by

Paul W. Yeargain, PE, CFM who has produced Personally Known as identification.  
(Print or Type Name) (Type of Identification and Number)

Notary Public Signature [Signature]Printed Name of Notary Public Cathleen Jackowski

GG165083 / 3/28/2022  
Notary Commission Number/Expiration



The signee of these Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.