

RIVER TO SEA TRANSPORTATION PLANNING ORGANIZATION

Information Technology (IT) Contractual Services

Request for Proposal (RFP 2024-01)



ADDRESS:

River to Sea Transportation Planning Organization
1 Deuce Court, Suite 100
Daytona Beach, Florida 32124

TELEPHONE:

(386) 226-0422

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SECTION 1: INTRODUCTION

Purpose

The River to Sea Transportation Planning Organization (TPO) is seeking the services of a professional firm to provide IT support and service. The purpose of this Request for Proposal (RFP) is to solicit responses from qualified consulting firms interested in the provision of these respective services. The Firm must possess technical proficiency in all aspects of IT service.

A detailed list of proposed services is provided in Exhibit A – Scope of Services.

Background

The TPO is an independent organization responsible for the planning and programming of all federal and state transportation funds for all of Volusia County and the urbanized areas of Flagler County including the cities of Flagler Beach, Beverly Beach, and portions of Palm Coast and Bunnell.

The TPO is the primary forum within which local governments and citizens voice concerns, identify priorities, and plan for improvements to all modes of transportation – roadway, public transportation, and bicycle and pedestrian facilities. The TPO Board is comprised of elected officials representing various local area governments and appointed members representing transportation authorities serving the area.

The TPO Board is supported by several advisory committees that include technical staff as well as citizen representatives that review information and make recommendations to the Board. The organization has a small staff of transportation planning professionals that support, coordinate and complete the transportation planning activities undertaken by the TPO Board and committees. The TPO currently operates under signed joint participation and interlocal agreements with all member governments. Together, the Board and committees are responsible for working together to improve the safety and efficiency of the transportation system in the area served by the TPO.

The TPO is a quasi-government organization that is responsible for adhering to Florida Sunshine Law, records retention laws, and other state and federal laws.

The TPO will be relocating its offices in 2024 and the IT equipment and services will need to be relocated at this time. It is anticipated that the TPO will be replacing its current server concurrent with the relocation. Additionally, a new audio/visual system in the conference room will be installed in the new location.

SECTION 2: GENERAL INFORMATION, TERMS AND CONDITIONS

Proposed Schedule

February 29, 2024

- Legal ad appears in newspaper and posted on website www.r2ctpo.org
- Email sent to consulting firms

March 6, 2024 @ 5:00 p.m. (local time)

- Deadline to submit questions about the RFP by email to both Mariel Lemke (mlemke@r2ctpo.org).
- Questions submitted must state the following in the subject line: "IT Contractual Services RFP – Questions."
- It is strongly encouraged that each respondent should consolidate their questions into one email.

March 8, 2024

- Questions will be researched and responses posted on website at www.r2ctpo.org on or before 5:00 p.m. (local time).

March 15, 2024 @ 2:00 p.m. (local time)

- To be considered responsive, applicants must submit **four (4) hard copies, and one (1) flash drive**, of their proposal to the River to Sea TPO **no later than Friday, March 15, 2024 2:00 p.m. (local time)**.

March 22, 2024

- Selection Committee meets and ranks firms based on qualifications, experience and capabilities submitted in the proposals. The Selection Committee shall discuss the overall merits of each proposal and provide a ranking of firms and determine if presentations of a short list of respondents are needed.

March 27, 2024 – IF NEEDED

- If needed, in person presentations will be given to the Selection Committee by the short-listed firms at the River to Sea TPO office. This will include a Q&A session of the firm's past work, capabilities and project approach. The Selection Committee will provide a final ranking of firms.

April 3, 2024 – TPO Executive Committee Meeting

- The Executive Director of the TPO presents the recommendations of the Selection Committee to the TPO Board Executive Committee

April 24, 2024 – TPO Board Meeting

- The Executive Director of the TPO presents the recommendations of the Selection Committee to the TPO Board. The TPO Board reviews/approves the final ranking and authorizes the Executive Director to execute contracts with the recommended firm or as directed.

*Schedule subject to change

Proposal Closing Date and Time

Four (4) hard copies, and one (1) flash drive containing the proposal in .pdf format must be received by the TPO **Friday, March 15, 2024 2:00 p.m. (local time)**. Proposals received after this date and time will not be considered.

Delivery of Proposals

Please note the River to Sea TPO new address listed below. All proposals shall be sealed and delivered or mailed (fax and email submissions will not be accepted; post mark is NOT considered date of receipt) to:

River to Sea Transportation Planning Organization
1 Deuce Court, Suite 100
Daytona Beach, Florida 32124

Mark package(s) as follows:

**RFP 2024-01 IT Contractual Services RFP
c/o Mariel Lemke**

Note: Please ensure that if a third-party carrier (Federal Express, UPS, USPS, etc.) is used, they are properly instructed to deliver the proposal only to the River to Sea TPO at the above address. To be considered, a proposal must be accepted at the TPO office no later than the RFP closing date and time. If the proposal is delivered anywhere else, it may not reach the TPO office in time.

Questions Concerning RFP/No Contact Provision

Respondents are hereby notified not to contact any member of the Selection Committee, or any member of the River to Sea TPO committees or staff in regard to this RFP, except as provided herein regarding this proposal until such time as a contract has been awarded. All inquiries pertaining to this RFP should be directed to the designated River to Sea TPO staff liaison (Mariel Lemke, MLemke@r2ctpo.org) in writing via email. Failure to abide by this condition of the RFP may be cause for the rejection of the firm's proposal.

Clarification and Addenda to RFP

It is incumbent upon each respondent to carefully examine these specifications, terms and conditions. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information shall be made in writing via email through the designated TPO staff liaison. The TPO shall not be responsible for any oral representation(s) given by any employee, representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

Questions concerning any portion of this RFP shall be directed in writing via e-mail to the official point of contact for this RFP. Questions must be received no later than 5:00 p.m. (local time) on March 8, 2024. Questions submitted must state the following in the subject line: "IT Contractual Services RFP –

Questions.” It is strongly encouraged that each respondent should consolidate their questions into one email to MLemke@r2ctpo.org. Responses to questions will be posted on the TPO website (www.r2ctpo.org) on or before March 8, 2024 by 5:00 p.m.

If it becomes necessary to revise or amend any part of this RFP, a good faith attempt will be made to notify all prospective respondents. All addendums will be posted on the TPO’s website (www.r2ctpo.org).

SECTION 3: PROPOSALS

Proposal Organization and Structure

Each Respondent shall submit a **written proposal** describing how the requirements of the Scope of Work will be fulfilled. The written proposal should include sufficient information to enable the Selection Committee to fully evaluate the capabilities of the firm and the proposed approach to providing the specified services.

The written proposal shall include a Table of Contents and utilize the following structure, separated into sections and appropriately labeled.

1. Letter of Interest

Each proposal shall include a letter of interest signed by an official authorized to enter into a contract should they receive the proposal award.

2. Company Information

Each proposal shall provide a brief introduction of the IT Firm and any sub consultants, including the size of the firm, the number of years in business, the availability of the firm to perform the services requested, the history of the firm, and the location of the firm’s office(s). Information (address, phone, email, website), the phone number and email of the primary contact person(s) shall also be included.

Provide any certifications held by the firm or other pertinent information. Please be sure to provide a description of the certification and how this will benefit the River to Sea TPO.

3. Qualifications of Project Team and Key Personnel

Each proposal shall include a staffing plan, with applicable resumes, which clearly illustrates the organizational structure proposed to accomplish the management, technical and administrative services required to fulfill the Scope of Services. The proposal should also identify a project manager and key staff members who will be involved with providing the services. The proposal should highlight how the project manager and key staff members are qualified to provide the services requested.

If sub consultant(s) will be utilized, the sub-consultant(s) and key staff should be included in the staffing plan. If the firm has more than one office, the proposal shall identify the location of the office where each key staff member is located and how the resources of each office will be used.

4. Firm Experience

Each proposal should list and describe up to three (3) examples of projects within the last three (3) years for which the respondent has provided the same or similar services to those being requested in the Scope of Services. The respondent shall also include how they approached the transitioning to being the new IT provider of a client. Each example must include the name and address of the client for whom the work was completed and the name and telephone number of a contact person at the client's organization.

5. Understanding of Scope of Services

Each proposal shall demonstrate the understanding of the services required in the Scope of Services. The respondent shall discuss:

- The approach to meeting the River to Sea TPO's expectations of the IT Firm within the Scope of Services: IT Management; Wireless Network Management; Network and IT Security; IT Planning, Budgeting and Purchasing; Helpdesk Services; and Strategic Planning. The approach should include how the firm's solution benefits the River to Sea TPO.
- The approach to Network and IT Security should provide the tools and software that are used to protect clients against virus and cyber security attacks. The approach should include an explanation of how the firm's solution benefits the River to Sea TPO.
- The approach to hosted email spam filtering service with antivirus scanning should provide how spam emails are filtered and the antivirus scanning software used. The approach should include an explanation of how the firm's solution benefits the River to Sea TPO.
- The approach to data backup solutions for both onsite and offsite data back-up. The approach should include an explanation of how the firm's solution provides the most efficient and cost-effective back-up strategies.
- The approach to helpdesk support should include the following information:
 - The process for the client to communicate issues or get help,
 - Support hours and any observed holidays,
 - The number of staff members that would be available to respond for various issues,
 - Service request escalation process,
 - How issues are tracked and managed by your firm's management, and
 - Any on-demand troubleshooting/resolution that may be available. On demand troubleshooting/resolution means a client calls the helpdesk and someone is able to remote into the computer during the call to resolve the issue.
 - If firms have helpdesk services where they are able to begin working on issues immediately (on-demand), the firm should discuss their approach to that process and which issues can be resolved through the helpdesk as compared to the issues that may be elevated.
 - Response times (remote or onsite) for the following service requests which may become part of the executed contract:

<u>Service Request</u>	<u>Impact Scope</u>	<u>Priority</u>	<u>Remote Response Time</u>	<u>Onsite Response Times ¹</u>
High	Major functions are unavailable/ inoperable or critical business processes are unavailable/ inoperable.	1		
Medium	General business process are unavailable/ inoperable, critical business processes are still operable	2		
Low	Administrative questions or issues. General business processes are available.	3		
Scheduled ¹	Activity that needs to be scheduled to correspond with and in support of another scheduled event	4	special	special

¹ Scheduled service requests are to be submitted 72 hours prior to the scheduled event.

6. Minimum Standards for Service Coverage

Each proposal shall include an explanation of any minimum standards for the IT environment for the River to Sea TPO. The minimum standards shall include hardware, operating systems, licenses, anti-virus software, firewalls and encryption. The proposal shall provide an indication of any needs for the River to Sea TPO to change their current IT environment to meet the minimum standards.

7. Firm Selection Process – Minimum Conditions

Each proposal shall include an explanation of how the firm meets the minimum conditions outlined in Section 4 of this RFP.

8. Professional References

Each proposal shall include three (3) professional references, including contact information (email and telephone number) for each reference. These references are in addition to the references requested in the Proposal Organization Section 4 – Firm Experience.

9. Cost

- Complete the Price Proposal Form within Exhibit B of the RFP:
 - Provide the estimated monthly fee for IT services. The monthly fee shall include, at a minimum, the following services:
 - Unlimited remote support for covered items (examples of covered items include: software/licenses purchased through/recommended by the IT Firm, Servers; workstations; and other hardware devices purchased through/recommended by the IT Firm)
 - Proactive maintenance and patching of covered workstations and servers
 - Quarterly business and technology meetings

- 24 x 7 x 365 alerting for critical events of covered items (examples of critical events include, but are not limited to, the following: hard drive failure in a server, server going offline, network device failure, etc.)
- Respondent’s security solution for each covered device
- Backup solution for each covered device – not including offsite platforms
- Hosted email spam filtering service with antivirus scanning
- Service logging and tracking
- Prioritized Help Desk event scheduling
- One monthly scheduled onsite visit (up to 3 hours per visit)
- Provide standard hourly rates for items that might not be included within the monthly fee, such as special projects. Please explain the services that may be charged this rate.
- Provide the cost of offsite services on a per gigabyte cost and the provider of that service.
- Provide an explanation and flat fees for any services that might not be included within the monthly fee.
- Any one-time set up fees or transition costs should be quoted separately from the monthly cost for IT services.
- The River to Sea TPO will pay for license and software renewals separately from the monthly cost of services. These amounts do not need to be quoted as part of this proposal.
- The River to Sea TPO will pay for any hardware upgrades separately from the monthly cost of services. These amounts do not need to be quoted as part of this proposal.

Fees and rates are not subject to renegotiations after contract execution.

The River to Sea TPO will evaluate the total cost for the respondent.

10. Required Forms

Each proposal shall include all completed required certifications/statements. The required forms are included in Exhibit B.

Proposals shall be formatted as 8-1/2” by 11” pages (electronic and hard copy); maps and other graphic information may be included as 11” by 17” formatted pages. Terms and conditions differing from those in this RFP shall be cause for disqualification of the proposal.

Disclosure of Proposal Content

All proposals shall be held confidential to the extent permitted by law from parties other than the TPO until the recommendation for award is made. The TPO is governed by the Public Records Law, Chapter 119, Florida Statutes.

Respondent’s Responsibility

A respondent, by submitting a proposal, represents that:

1. The respondent is familiar with the local conditions under which this contract must be

performed. The respondent possesses the capabilities, resources and personnel necessary to provide efficient and successful service to the TPO.

2. It is understood and the respondent agrees that the respondent shall be solely responsible for all services provided. Notwithstanding the details presented in the RFP, it is the responsibility of the respondent to verify the completeness of the requirements and its suitability to meet the intent of this RFP.
3. It is understood that the TPO is not responsible for any expense which respondents may incur in preparing and submitting proposals in response to this RFP. The TPO is not responsible for any expenses incurred in the event interviews are requested or in any costs of the Respondent in negotiating a contract relating to the RFP.
4. It is understood that the selected Respondent(s) will be required to execute a Professional Services Agreement Contract with the River to Sea TPO. Required federal contract requirements and standard TPO contract provisions will be incorporated into any contract resulting from this RFP. Should any selected Respondent and the TPO be unable to consummate a written contract, the TPO may proceed to the next most advantageous Proposal or issue a new solicitation, or cancel the procurement process in its entirety.

SECTION 4: CONSULTANT SELECTION PROCESS

In order to be considered for this work, the Firm(s) must meet the following conditions at a minimum:

1. The firm must have relevant IT service experience.
2. The firm must have the hardware, software and trained technicians necessary to perform the scope of services in an accurate and timely manner.
3. The consulting team must include qualified professional IT personnel.
4. The firm must have a satisfactory record of performance.
5. The firm must have the legal ability to contract with the River to Sea TPO.
6. The firm must have a satisfactory record of integrity.

Selection Committee Review and Short-Listing

The Selection Committee will review all proposals submitted according to the requirements of this RFP. The Selection Committee shall consider and weigh the following areas in their selection process:

- Demonstrated IT management and experience and applicability to the River to Sea TPO Scope of Services (0-30 Total Points)
- Understanding of Requested Services and IT Expectations in the Scope of Services (0-30 Total Points)
- Related Experience and Technical Skills (0-30 Total Points)
- Cost of the Service (0-10 Total Points)

The Selection Committee shall discuss the overall merits of each proposal and provide a ranking of firms and determine if presentations of a short list of respondents are needed.

Oral Presentations/Interviews

If needed, the short-listed firms may be invited for in-person presentations. This will include a Q&A session of the firm's past work, capabilities and project approach. Firms will be given up to fifteen (15) minutes for their presentation and up to fifteen (15) minutes to answer questions from the Selection Committee. The firm's Project Manager and other key staff must be present at the presentations.

If presentations are given, the Selection Committee shall discuss the overall merits of each proposer and conduct a final recommendation based on the evaluation criteria noted in the previous section. Each voting member will be required to consider the proposer's original proposal and any additional information acquired during the presentations/interviews.

Final recommendations of the Selection Committee be presented by the TPO Executive Director to the River to Sea TPO Executive Committee and TPO Board as outlined in the proposed schedule.

Americans with Disabilities Act

In accordance with the Americans with Disabilities Act and Section 286.26, F.S., persons with disabilities needing special accommodations to participate should contact the River to Sea TPO staff office no later than 48 hours prior to any meeting at (386) 226-0422 for assistance.

SECTION 5: FINAL SELECTION AND CONTRACT NEGOTIATIONS

The TPO will attempt to enter into negotiations with the highest-ranked proposer, and if negotiations are successful, the TPO will attempt to enter into a contract with the proposer.

It is the TPO's intent to commence final contract negotiations with the respondent deemed most advantageous to the TPO in accordance with the evaluation criteria specified elsewhere in this RFP. The TPO reserves the right, however, to conduct contract discussions with any respondent possessing a realistic possibility of contract award including request for additional information and request for "best and final" offers.

The TPO is therefore not bound to accept a proposal on the basis of lowest price and the TPO has the sole discretion, and reserves the right to cancel this RFP, and to reject any and all proposals, to waive any and all informalities and or irregularities, or to re-advertise with either the identical or revised

specifications, if it is deemed to be in its best interests to do so.

The selection process and potential contracts resulting from this process will obligate the successful proposers to comply with all local, state and applicable federal funding requirements. Relevant State policies and procedures will at a minimum meet the intent of Section 287.055, Florida Statutes, Section 337.105, Florida Statutes and Chapter 14-75, Florida Administrative Code.

Length of Contract

The contract will be for a period of **three (3) years**, with the **option** to extend for up to two (2) additional years; in one year increments.

Professional Services Agreement Contract

The content of this RFP and all provisions of the successful proposal deemed pertinent by the TPO may be incorporated into the Professional Services Agreement Contract and become legally binding. Required federal contract requirements and standard TPO contract provisions will be incorporated into any contract resulting from this RFP.

If the consultant(s) fails to properly perform the conditions of the agreement, in the sole opinion of the TPO, the TPO will communicate to the consultant(s) in writing the problem(s) that exist. The consultant(s) will have up to ten (10) calendar days to rectify the problem(s). If the same or other problems persist or recur the TPO may immediately cancel the agreement by advising the consultant(s) in writing.

Consultant Eligibility

It is a basic tenet of the TPO's contracting program that contracts are procured in a fair, open, and competitive manner. The TPO requires that Consultants representing the TPO be free of conflicting professional or personal interests. Each applicant shall notify the TPO within 30 days after a conviction of a contract crime applicable to it or any officers, directors, executive, shareholders active in management, employees, or agents of its affiliates. Under Section 337.164, F.S., the privilege of conducting business with the TPO shall be denied to applicants so convicted until such applicant is properly reinstated pursuant to Section 337.165, F.S., and Rule 14-75, F.A.C.

Debarment

By submitting a response to this RFQ, the Contractor certifies that no principal (which includes officers, directors, or executives) is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation on this transaction by any Federal department or agency.

Nondiscrimination

The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

Disadvantaged Business Programs

This RFP will use FHWA funds. All contractors MUST be registered with My Florida Marketplace and

MUST submit bid opportunity list (BOL) information and payment information including DBE payments to the FDOT Equal Opportunity Compliance System (EOC) or other program as designated by FDOT. If work is determined by Task Work Order (TWO), BOL and payment information must be submitted at the TWO level.

Disadvantaged business enterprises are encouraged to respond to this Request for Proposals/Quotes. For contracts using Federal Highway Administration (FHWA) planning funds, the Florida Department of Transportation (FDOT) DBE policy must be followed.

The FDOT DBE Plan can be found at: <https://www.fdot.gov/equalopportunity/dbe-plan>.

1. All proposals with PL (or other FHWA) funds as the payment source will not have DBE as part of the evaluation scoring process, i.e. evaluation and award will be race and revenue neutral. The evaluation scoring sheets should not have points on it.
2. The DBE goal is 10.65% for FHWA funds and 11.31% for FTA funds. This goal changes annually in October as set by FDOT.
3. All proposals require the following forms submitted in a separate envelope (i.e., not bound in the proposal book or document)
 - a. DBE Participation Statement Form 375-030-21
 - b. Bid Opportunity List Form 275-040-62

Required Contract Language

The River to Sea TPO shall include the DBE Program language provided below in all contract agreements with their primes.

Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the statements in Paragraph (1) and (2) which follow. These statements shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

*1. Policy: It is the policy of the River to Sea TPO that disadvantaged businesses, as defined by **49 Code of Federal Regulations, Part 26**, shall have an opportunity to participate in the performance of the River to Sea TPO contracts in a non-discriminatory environment. The objectives of the Disadvantaged Business Enterprise program are to ensure non-discrimination in the award and administration of contracts, ensure firms fully meet eligibility standards, help remove barriers to participation, create a level playing field, assist in development of a firm so it can compete successfully outside of the program, provide flexibility, and ensure narrow tailoring of the program.*

2. The River to Sea TPO, its contractors, suppliers, and consultants shall take all necessary and reasonable steps to ensure that disadvantaged businesses have an opportunity to compete for and perform the contract work of the River to Sea TPO in a non-discriminatory environment.

The River to Sea TPO shall require its contractors, suppliers, and consultants to not discriminate on the basis of race, color, national origin, religion, gender, age, or disability in the award and performance of its contracts/subcontracts.

*This policy covers in part the applicable Federal regulations and the applicable statutory references contained therein for the **Disadvantaged Business Enterprise Program Plan, Chapters 337 and 339, Florida Statutes, and Rule Chapter 14-78, Florida Administrative Code.***

It is understood and agreed that if the Consultant at any time learns that the certification it provided the River to Sea TPO in compliance with 49 CFR, Section 23.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the River to Sea TPO. It is further agreed that the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction” as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned Federal Regulation.

The River to Sea TPO shall include the Title VI/Nondiscrimination Assurance language provided below in all contract agreements with their primes.

TITLE VI/NONDISCRIMINATION ASSURANCE

During the performance of this Agreement, the Contractor herein assures the TPO and County that said Contractor is compliant with Title VI of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992 in that the Contractor does not on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against the employees of the Contractor or its applicants for employment. The Contractor understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the Contractor herein assures the County that said Contractor shall comply with Title VI of the Civil Rights Act of 1964 when any Federal grant is involved. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam Era Veterans and Disabled Veterans within its protective range of applicability.

The Contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out the requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of the contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;*
- (2) Assessing sanctions;*
- (3) Liquidated damages; and/or*
- (4) Disqualifying the contractor from future bidding as non-responsible.*

Pursuant to Subsection 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or

services to the state or any department or agency of this state (“public entity”); may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity; and may not transact business with any public entity.

The Contractor agrees to include this provision in all contracts issued as a result of this solicitation. During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:

(1) Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, “USDOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

(2) Nondiscrimination: The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

(4) Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the Contractor’s noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal

Aviation Administration, and/or the Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- b. Cancellation, termination or suspension of the contract, in whole or in part.

(6) *Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.*

(7) *Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg.*

at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq)

Required USDOT assisted contract language

CONTRACT ASSURANCE

The Organization will ensure that the following clause is placed in every USDOT-assisted contract and subcontract:

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of USDOT assisted contracts. Failure by the contractor to carry out these 9 requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

PROMPT PAYMENT

The Organization will ensure that the following requirements will be placed in every USDOT-assisted contract and subcontract:

(A) Every contract let by the TPO for the performance of work shall contain a provision requiring the prime contractor, before receipt of any progress payment under the provisions of such contract, to certify that the prime contractor has disbursed to all subcontractors and suppliers having an interest in the contract their pro rata shares of the payment out of previous progress payments received by the prime contractor for all work completed and materials furnished in the previous period, less any retainage withheld by the prime contractor pursuant to an agreement with a subcontractor, as approved by the TPO for payment. The TPO shall not make any such progress payment before receipt of such certification, unless the contractor demonstrates good cause for not making any such required payment and furnishes written notification of any such good cause to both the TPO and the affected subcontractors and suppliers.

(B) Every contract let by the TPO for the performance of work shall contain a provision requiring the prime Contractor, within 30 days of receipt of the final progress payment or any other payments received thereafter except the final payment, to pay all subcontractors and suppliers having an interest in the contract their pro rata shares of the payment for all work completed and materials furnished, unless the Contractor demonstrates good cause for not making any such required payment and furnishes written notification of any such good cause to both the TPO and the affected subcontractors or suppliers within such 30-day period.

Each invoice on a contract with DBE participation will be required to be submitted on our standard invoice format requiring DBE breakout and the above Prompt Payment statement attached to it.

Confidentiality of Proposals

Proprietary Information:

“In accordance with Chapter 119 of the Florida Statutes (Public Records Act), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Requests for Proposals and the responses thereto are in the public domain. However, the proposers are requested to **identify specifically** any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.”

Please note that Sections 119.07(3)(m) of the Florida Statutes address in part the issue of the public nature of sealed bids or proposals as well as the non-public nature of certain trade secrets. The proposal submitted by your company may contain **areas**, which are designated “**confidential**” or “**exempt from disclosure**”. If your proposal contains such information you are required to advise the River to Sea TPO with specificity the applicable law making those provisions exempt from disclosure in accordance with the Public Records Law. A generic notation that information is “confidential” will not suffice.

Failure to provide the Accounting Department with a detailed explanation and justification including statutory cites and specific reference to your bid package detailing what provisions, if any, you believe are exempt from disclosure, may result in your proposal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes.

EXHIBIT A: SCOPE OF SERVICES

This exhibit forms an integral part of the Agreement which provides for IT Services by the Firm to the River to Sea Transportation Planning Organization (TPO).

Firm Qualifications and Capabilities

The selected Consultant(s) shall have substantial prior experience providing similar services. Personnel involved shall possess the necessary professional and technical skills and qualifications (including any licenses) to perform the required services. All work to be performed must follow federal and state laws, procedures, and guidelines. The selected firm shall be responsible for knowledge of and compliance with all federal and state regulations.

Network Overview and IT Assets

This section contains an overview of the River to Sea TPO's network and IT assets. The River to Sea TPO does not have plans to expand or change our systems at the present time, however, The TPO will be relocating its offices in 2024 and the IT equipment and services will need to be relocated at this time. It is anticipated that the TPO will be replacing its current server concurrent with the relocation. Additionally, a new audio/visual system in the conference room will be installed in the new location.

The network infrastructure environment at the River to Sea TPO consists of a Windows 2016 Hyper-V server housing two virtual servers. Each virtual server is configured with specific roles to provide network services to the River to Sea TPO users. Virtual server DC02 is a Windows 2016 providing Active Directory, DHCP, DNS and File server services. Virtual server RD01 is a Windows 2016 Remote Desktop Server providing desktop sessions to users for remote connectivity. The server is located in a climate and access-controlled environment.

The local area network runs on Gigabit network switches and is protected by a Watchguard M270 firewall appliance. Internet connectivity is accomplished by a Spectrum Networks Business Internet Static IP 5. There are two wireless networks configured via two wireless access points. One is used for internal corporate use and the other is a guest wireless network. The wireless traffic is securely encrypted using WPA/WPA2. At present, we have the server and there are six (6) workstations on the TPO's network located at 1 Deuce Ct., Suite 100, Daytona Beach, FL 32124

The six (6) workstations include:

- One (1) workstation operating a Dell Latitude 7490 (laptop) with a Windows 10 Operating System that was purchased May 2019. Expected to be replaced before the end of FY 2024
- One (1) workstation operating Dell Latitude 5520 i5-1145G7 16GB (laptop) with a Windows Operating System 10 that was purchased July 2022
- One (1) workstation operating Dell Latitude 5520 i5-1145G7 16GB (laptops) with a Windows Operating System 10 that was purchased July 2022

- One (1) workstation operating a Dell Latitude 5530 i5-1235U 16 GB (laptop) with a Windows Operating System 10 that was purchased March 2023
- One (1) workstation operating a Surface Pro 9 with a Windows Operating System 10 that was purchased March 2023
- One (1) workstation operating a Dell Latitude 7490 (laptop) with a Windows 10 Operating System that was purchased January 2020
- Additional 2 to 3 workstations will be added as new staff is hired.

The server consists of a Dell PowerEdge R640 (server) with a Server 2016 Operating System that was purchased June 2018 – The server is budgeted to be replaced FY 2025.

Employees have the need to work remotely and need full access to materials available on the server.

All of the River to Sea TPO’s server and desktop software is genuine and licensed through our existing IT vendor. Licenses, subscriptions, and software include:

- SSL Certificate for mail.r2ctpo.org: This certificate is used to secure/encrypt communications between a remote user and the Remote Desktop Server (RD01). This is renewed annually.
- Watch Guard Access Point Subscription: This is an annual subscription to receive updates and warranty coverage on the Watchguard wireless access points.
- Watch Guard firewall software which is an annual subscription
- Microsoft Windows Remote Desktop Services – User CAL – these licenses are required to allow the users to remote connect to the Remote Desktop Server (RD001). These licenses are renewed annually.
- Microsoft Windows Server Standard Edition – License and Software Assurance – 16 Cores. These licenses are required for the servers (HV01, DC02, and RD01). These licenses are renewed annually
- Microsoft Core CAL – License & Software Assurance – Enterprise – User CAL. These are the licenses required to allow users to access the servers. These licenses are renewed annually.
- Microsoft 365 Business Premium.
- Adobe Acrobat subscription licenses that are renewed annually.
- Backup software (Veeam)
- Offsite storage back-up that is paid monthly on a per-gigabyte-basis.
- Microsoft Teams Audio Conferencing with dial-out, resource account, and calling plan (NCE)
- Microsoft Teams Phone with calling Plan US
- KnowBe4 Security platform for security awareness training and simulated phishing attacks – per user seat.

The TPO uses Veeam software to back-up data to the Synology hardware (NAS). The TPO transfers data to offsite storage offered by Amazon. Based on the most recent billing, the River to Sea TPO uses approximately 633.50 gigabytes of offsite storage.

The antivirus system the River to Sea TPO current operates is: ESET Antivirus Endpoint Protection. The wireless traffic is securely encrypted using WPA2 encryption. All of the six (6) work stations have the latest Microsoft Critical updates installed. As of April 2019, the TPO's server had patch 2019-03 Cumulative Update for Windows Server 2016 for x64 based Systems (KB4489889) released on March 19, 2019 installed. The TPO's laptops and desktops had patch 2019-04 Security Monthly Quality Roll up for Windows 7 for x64 based Systems (KB4493472) released on April 9, 2019 installed.

The River to Sea TPO also uses Sharp BP-70C55 and BP-50C26 printers/copiers which are leased through Advanced Document Solutions. These machines are connected into the River to Sea TPO's network, and workstation computers print to these machines.

The River to Sea TPO uses accounting software called Grants Management System (GMS). This system is an Access-based system. While the software does provide some level of technical support there are times where the IT Firm may need to assist with system updates or software changes.

The River to Sea TPO also uses programs such as GIS and SAP (Crystal Reports). While the TPO may use the technical assistance of these service providers to help with issues, the IT Firm may need to assist from time to time on any integration issues that may arise.

The River to Sea TPO has a separate contract with a different service provider for the delivery of the website. The River to Sea TPO's website maintenance and design is not part of this agreement.

IT Firm Expectations

It is critical that the River to Sea TPO's network is up and running at all times, and users are able to continue work with minimal impacts from IT issues. The River to Sea TPO's expectations of the IT firm include:

- **IT Management**
 - Manage computer systems and network and associated hardware, software, operating systems necessary for the quality, security, performance, availability, recoverability, and reliability of the system;
 - Anticipate and prevent IT-related issues before they occur;
 - Ensure proactive and scheduled preventive maintenance for equipment is properly and promptly performed;
 - Test software updates and patch issues prior to updates being installed;
 - Ensure software licenses are current and up-to-date (River to Sea TPO will pay for the cost of licenses separately and as needed);
 - Setup new users and edit or remove existing users on server;

- Maintain the ability for employees to work remotely while out of the office;
 - Host and manage the email system;
 - Server performance and capacity management services with reporting when specified thresholds are reached;
 - Configure the River to Sea TPO system to enable remote access in a secure environment and provide remote access administration as requested by designated TPO personnel; and
 - Install new servers, software and hardware and transfer data when acquired.
- **Wireless Network Management**
 - Management of wireless networks for the use of internal employees and guests of the River to Sea TPO.
- **Network and IT Security**
 - IT security and maintenance of virus detection programs on TPO server, email and all other computers and laptops;
 - Perform security audits as requested; and
 - Provide monthly KnowBe4 Security platform reports.
- **IT Planning, Budgeting and Purchasing**
 - Maintain the maintenance records on the equipment;
 - Provide recommendations for future purchasing and technology needs; and
 - Assist with the procurement of technology needs which includes various licenses for software and new hardware purchases.
- **Helpdesk Services**
 - Ability to log service requests and obtain reports to determine the timeframes in which issues are resolved;
 - Ability to provide off-site support to troubleshoot issues that minimize impacts to River to Sea TPO productivity; and
 - The below table includes the River to Sea TPO’s ideal response times to IT related issues:

Service Request	Impact Scope	Priority	Response Time	Onsite ¹
High	Major functions ¹ are unavailable/ inoperable or critical business ² processes are unavailable/ inoperable.	1	30 minutes	1.5 hours
Medium	General business ³ process are unavailable/ inoperable, critical business processes are still operable	2	4 hours	5.5 hours
Low	Administrative questions or issues. General business processes are available.	3	24 hours	72 hours
Scheduled ⁴	Activity that needs to be scheduled to correspond with and in support of another scheduled event	4	special	special

¹ Examples of major functions include, but are not limited to:

- Email
- The ability to access certain files or programs that are critical to a job function

² Examples of critical business processes include, but are not limited to:

- Deadlines established in River to Sea TPO Bylaws for distribution of agendas for various board or committee meetings;
- Deadlines for meeting public records requests or access to public records under Florida Sunshine laws; and
- Payroll, grant reporting or other time sensitive financial activities

³ General business processes include situations that are not core to an employee’s job functions and productivity is not impacted. The employee can still perform job related functions.

⁴ Scheduled service requests need to be submitted 72 hours prior to the scheduled event

- **Strategic Planning**

- Engineering, planning, and design services for major system enhancements, including installations and upgrades of new or existing systems; examples include major server upgrades, storage system upgrades, redesign of backup system, etc.
- Provide technical leadership for server technology issues;
- Strategic planning, design, and installation/upgrade of core network systems; examples include major network upgrades, provider changes, IP schema redesign, installation of “core” network devices, etc.; and
- Develop operations, administrative, and quality assurance back-up plans and procedural documentation.

EXHIBIT B: REQUIRED FORMS

The following forms shall be bound and included in Section 10 of each copy of the submitted proposal:

1. Truth-In-Negotiations Certificate
2. Certification of Eligibility
3. Certification Regarding Lobbying
4. Debarment and Suspension Certification
5. E-Verify
6. Drug Free Workplace Certification

The following form shall be bound and included in Section 9 of each copy of the submitted proposal:

7. Price Proposal

The following forms shall be submitted in a separate envelope (i.e., not bound in the proposal book or document). Only one sealed envelope containing one copy of each of the following forms is required to be submitted:

- a. DBE Participation Statement Form 375-030-21
- b. Bid Opportunity List Form 275-040-62

Truth-In-Negotiations Certificate

STATE OF FLORIDA, COUNTY OF VOLUSIA

Before me, the undersigned authority, personally appeared Affiant, _____, who being first duly sworn, deposes and says:

- 1. That the undersigned firm is furnishing this Truth-in-Negotiation Certification pursuant to Section 287.055(5)(a) of the Florida Statutes for the undersigned firm to receive an agreement for professional services with the River to Sea Transportation Planning Organization.
2. That the undersigned firm is a corporation which engages in furnishing professional engineering and/or planning services and is entering into an agreement with the River to Sea Transportation Planning Organization to provide professional Continuing General Planning Consulting Services.
3. That the undersigned firm will furnish the River to Sea Transportation Planning Organization a detailed analysis of the cost of the professional services that will be required to perform various tasks as each work order is proposed.
4. That the wage rates and other factual unit costs supporting the compensation for this project's agreement will be accurate, complete and current at the time the undersigned firm and the River to Sea Transportation Planning Organization enters into the agreement for professional continuing general planning consulting services and at the time of execution of each work order.
5. The undersigned firm agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the River to Sea Transportation Planning Organization determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the agreement. For the purpose of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the River to Sea Transportation Planning Organization, whichever is later.

Name of Firm/Consultant: _____

By: _____
Authorized Signature Date

Title: _____

Attest: _____ (Seal)

Notary: The foregoing instrument was acknowledged before me by _____ who has produced _____ as identification or is personally known to me.

WITNESS my hand and official seal in the State last aforesaid this ____ day of _____, 2024.

Certification of Eligibility

_____ hereby certifies that it is not included on the lists of persons or firms currently debarred for any reason, including but not limited to violations of various public contracts incorporating labor standards provisions, maintained by the United States Comptroller General, the United States Department of Transportation, the Florida Department of Transportation, the River to Sea Transportation Planning Organization, Volusia County or any other transportation agency of any state.

Firm/Consultant (Proposer) Name:

Typed Name and Title of Authorized Official:

Authorized Signature:

Date:

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of her or his knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

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

Firm/Consultant (Proposer) Name: _____

Typed Name and Title of Authorized Official: _____

Authorized Signature: _____

Date: _____

Debarment and Suspension Certification

As required by U.S. Regulations on Government wide Debarment and Suspension (Non procurement) at 49 CFR 29.510

- (1) The (Name of Proposer) _____ hereby certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses listed in paragraph (b) of this certification; and
 - (d) Have not within a three-year period preceding this certification had one or more public transactions (Federal, state, or local) terminated for cause or default.
- (2) The (Name of Proposer) _____ also hereby certifies that if, later, it becomes aware of any information contradicting the statements of paragraphs (a) through (d) above, it will promptly provide that information to the U.S. DOT.

Firm/Consultant (Proposer) Name: _____

Name and Title of Authorized Official: _____

Authorized Signature: _____

Date: _____

E-Verify

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security’s E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. All persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the Department.

Company/Firm: _____

Authorized Signature: _____

Title: _____ Date: _____

Drug Free Workplace

In accordance with Section 287.087, Florida Statutes, "whenever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087.

Business Name: _____

Authorized Representative's Signature

Date

Name and Position Title

Price Proposal

Monthly Fee:

	Monthly	Annualized Monthly fee x 12 months
Year 1	\$	\$
Year 2	\$	\$
Year 3	\$	\$
Year 4 (Renewal)	\$	\$
Year 5 (Renewal)	\$	\$
Total	\$	\$

List services that are in addition to the minimum required services:

Standard hourly rate for items not included in monthly fee:

Item	Hourly Rate
	\$
	\$
	\$

List services that would be charged the hourly rate:

Provider of offsite storage and cost per gigabyte: _____ and
\$ _____

One time set up fees or transition costs not included in the fees above: \$ _____

(Additional pages may be used if space is limited.)

DBE Compliance Forms

The following forms shall be submitted in a separate envelope (i.e., not bound in the proposal book or document).

- a. DBE Participation Statement Form 375-030-21
- b. Bid Opportunity List Form 275-040-62

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DBE PARTICIPATION STATEMENT
RFP-DOT-12/13-5003-PDW

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

Project Description: **DISTRICT FIVE INTELLIGENT TRANSPORTATION SYSTEMS (ITS) FIBER OPTIC MAINTENANCE**

Consultant Name: _____

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

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

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

DBE Sub-Consultant	Type of Work/Commodity

By: _____

Title: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
BID OPPORTUNITY LIST FOR COMMODITIES & CONTRACTUAL SERVICES

375-040-62
PROCUREMENT
01/16

Prime Contractor: _____

Address/Phone Number: _____

Procurement Number: _____

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

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____

5. Year Firm Established: _____

6. DBE
 Non-DBE

7. Annual Gross Receipts
 Less than \$1 million
 Between \$1 - \$5 million
 Between \$5 - \$10 million
 Between \$10 - \$15 million
 More than \$15 million

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____

5. Year Firm Established: _____

6. DBE
 Non-DBE

7. Annual Gross Receipts
 Less than \$1 million
 Between \$1 - \$5 million
 Between \$5 - \$10 million
 Between \$10 - \$15 million
 More than \$15 million

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____

5. Year Firm Established: _____

6. DBE
 Non-DBE

7. Annual Gross Receipts
 Less than \$1 million
 Between \$1 - \$5 million
 Between \$5 - \$10 million
 Between \$10 - \$15 million
 More than \$15 million

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____

5. Year Firm Established: _____

6. DBE
 Non-DBE

7. Annual Gross Receipts
 Less than \$1 million
 Between \$1 - \$5 million
 Between \$5 - \$10 million
 Between \$10 - \$15 million
 More than \$15 million

AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR:

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