***VOLUSIA TRANSPORTATION PLANNING ORGANIZATION (TPO)***

**REQUEST FOR PROPOSAL (RFP)**

**CONTINUING GENERAL PLANNING CONSULTANT SERVICES**

**ADDRESS**:

Volusia Transportation Planning Organization  
2570 W. International Speedway Blvd., Suite 100  
Daytona Beach, Florida 32114

**TELEPHONE:**(386) 226-0422

**One (1) original, five (5) hard copies, and one (1) CD containing the proposal in Adobe Acrobat Portable Document Format (.pdf) must be received by the Volusia TPO no later than 12 Noon on E.S.T. on May 9,, 2013. Proposals received after this date and time will not be considered.**

**REQUEST FOR PROPOSAL (RFP)**

**CONTINUING GENERAL PLANNING CONSULTANT SERVICES**

**SECTION 1: INTRODUCTION**

**Purpose**

The purpose of this Request for Proposal (RFP) is to solicit responses from qualified consulting firms interested in providing continuing general transportation planning services for the Volusia Transportation Planning Organization (TPO). The respondent(s) selected will be expected to have a broad range of experience in transportation planning including traffic modeling, public involvement, level of service analysis, development impact review, and a clear understanding of the TPO planning process.

A detailed list of proposed services is provided under the Scope of Services section.

**Background**

The Volusia Transportation Planning Organization (TPO) is an independent organization responsible for the planning and programming of all federal and state transportation funds for all of Volusia County and for the cities of Flagler Beach and Beverly Beach in Flagler County. The TPO is currently completing a reapportionment effort resulting from changes to in urbanized area boundaries as a result of the 2010 census. It is important to recognize that the planning area as well as the composition of the TPO Board will be changing as a result of reapportionment. Given these changes, all activities should be developed with consideration for the expanded planning boundary.

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.

**SECTION 2: GENERAL INFORMATION, TERMS AND CONDITIONS**

**Proposed Schedule**

**April 9, 2013**

* Legal Ad appears in newspapers and on website [www.volusiatpo.org](http://www.volusiatpo.org)
* E-mail sent to consultants

**April 19, 2013**

**•** Questionsabout the **Scope of Services** may be submitted **by e-mail** on or before *April 19,**2013,* to Jean Parlow at [jparlow@volusiatpo.org](mailto:jparlow@volusiatpo.org). Ms. Parlow will research any questions and post responses on the website at [www.volusiatpo.org](http://www.volusiatpo.org) by **April 24, 2013**.

**May 9, 2013 (@12:00 noon)**

* To be considered responsive, applicants must submit **six (6) hard copies** of their proposalto the VTPO **no later** than May 9, 2013 at 12:00 noon

**May 14, 2013 (@ 10 A.M.)**

* ***Selection Committee*** meets and selects short-listed firms. This will be based on qualifications, experience and capabilities submitted in the proposals and evaluation criteria set forth in the request for proposals

**May 15, 2013**

* ***Selection Committee*** announces and notifies short-listed firms.

**May 30, 2013 (starting @ 1:00 P.m.)**

* Oral presentations will be given to the ***Selection Committee*** by the short-listed firms at the VTPO office. This will include a Q&A session of the firm’s past work, capabilities and project approach.
* ***Selection Committee***will rank short-listed firmsbased on qualifications, experience, capabilities, project approach and oral presentations

**June 3, 2013**

* The Executive Director of the VTPO presents the recommendations of the *Selection Committee* to the VTPO Executive Committee. The VTPO Executive Committee authorizes the Executive Director to execute contract with the top ranked firms or as directed.

**Proposal Closing Date and Time**

One (1) original, five (5) hard copies, and one (1) CD containing the proposal in .pdf format must be received by the Volusia TPO **no later than May 9 at 12 NOON, 2013.** Proposals received after this date and time will not be considered.

**Delivery of Proposals**

All proposals shall be sealed and delivered or mailed to (fax and email submissions will not be accepted) post mark is NOT considered date of receipt):

Volusia Transportation Planning Organization  
2570 W. International Speedway Blvd., Suite 100  
Daytona Beach, Florida 32114

Mark package(s) as follows:   
**GENERAL PLANNING CONSULTANT PROPOSAL** - c/o Jean Parlow

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 Volusia 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 Volusia Transportation Planning Organization committees or staff, 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 TPO staff liaison. 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.

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 at [www.volusiatpo.org](http://www.volusiatpo.org).

**Presentations by Respondents**

The TPO, at its discretion, may ask any respondent to make an oral presentation and/or demonstration without charge. The TPO reserves the right to require any respondent to demonstrate to its satisfaction that the respondent has the fiscal and technical ability to perform the services as proposed. The demonstration must satisfy the TPO and it shall be the sole judge of compliance.

**Selection Committee Review and Short-listing**

The Selection Committee will review all proposals submitted according to the requirements of this RFP and meet on May 14, 2013 to develop a short-list of respondents for further consideration. Short-listed firms will be notified on May 15, 2013.

Short-listed firms will be given up to fifteen (15) minutes to present an overview of their proposal and up to ten (10) minutes to answer questions from the Selection Committee. The Project Manager and other key staff and subconsultants must be present at the oral presentations. Oral presentations will occur on May 30, at starting at 1 p.m.

**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 TPO staff office no later than 48 hours prior to any meeting at (386) 226-0422 for assistance.

**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, F.S.

**Award of Contract**

The proposals received will be ranked by the Volusia TPO’s Selection Committee on the basis of the criteria provided herein, unless the Volusia TPO determines to abandon the project prior to ranking.

* **WORK PRODUCT APPROACHES** (0-20 Total Points)
* **PROGRAM MANAGEMENT** (0-40 Total Points)
* **PREVIOUS PROJECT EXPERIENCE** (0-40 Total Points)

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

Due to the unknown volume of work and diverse nature of activities expected to be performed under this proposal, the Volusia TPO reserves the right to award the contract to **up to two (2) respondents** that it deems to offer the best overall proposals. No firm dollar amount for services to be performed under this RFP can be established in advance as the extent of work required cannot be estimated at this time. There is no guarantee of work tasks or a firm dollar amount for services to be performed under each contract. The TPO is therefore not bound to accept a proposal on the basis of lowest price and further, 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.

**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 a professional services agreement and become legally binding.

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.

**Contract Discussions with Respondents**

It is the TPO’s intent to commence final contract negotiations with the respondent(s) 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.

**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.

**Respondent’s Responsibility**

**A respondent, by submitting a proposal, represents that**:

1. The respondent has read and understands the request for proposals (RFP) and the proposal is made in accordance therewith;
2. 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 and;
3. 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.

**SECTION 3: CONSULTANT QUALIFICATIONS**

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

1. The Consultant(s) must have relevant transportation planning experience.
2. The Consultant(s) must have the hardware, software and trained technicians necessary to perform the elements described in the scope of services in an accurate and timely manner. The Consultant(s) must have the ability to use the most recent version of the modeling software as used by the Florida Department of Transportation District 5 (CFRPM). The Consultant(s) must have the hardware and software necessary to produce geographic information system (GIS) mapping in printed and digital format. Any digital data, maps, text and plans shall be functional with the existing hardware and software systems used by the Volusia TPO (currently ESRI ArcGIS, Microsoft Office, Adobe Creative Suite, and others).
3. The consulting team must include qualified professional transportation planners. Inclusion of professional transportation engineer is desirable but not mandatory.

***CONSULTANT ELIGIBILITY:***

*It is a basic tenet of the VTPO's contracting program that contracts are procured in a fair, open, and competitive manner. The VTPO requires that Consultants representing the VTPO be free of conflicting professional or personal interests.*

***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*

**SECTION 4: PROPOSAL FORMAT**

Each firm shall submit a **written proposal** describing how the firm will fulfill the requirements of the Scope of Services. The consulting team should identify relevant transportation planning experience and describe related work products. The 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 utilize the following format and address in detail the items included in the Scope of Services.

The original proposal must be signed by an official authorized to legally bind the respondent to its provisions and shall contain a statement that the proposal shall remain valid for at least ninety (90) calendar days from the proposal closing date.

Proposal should 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.

1. **GENERAL INFORMATION**

Respondents must provide the following information:

1. The firm’s name, address, phone number and e-mail address and indication as to whether the prime firm and/or sub-consultants are disadvantaged business enterprises (DBE) and/or minority business enterprises (MBE).
2. Names and qualifications of the project manager and key staff members/consultants/subcontractors who would be involved in the project.
3. Provide five (5) previous work products in this field.
4. Provide four (4) professional references and contact information (email and phone number) for each one
5. Primary contact person(s), phone number and e-mail address
6. **CERTIFICATIONS/STATEMENTS**

The following certifications/statements ***must*** be included:

1. ***DBE Participation Statement***
2. ***Truth-In-Negotiations Certificate.***
3. ***Non-Collusion Proposal Certification***
4. ***Certification of Eligibility***
5. ***Certification Regarding Lobbying***
6. ***Debarment and Suspension Certification***
7. ***E-Verify***

**SCOPE OF SERVICES**

**CONTINUING GENERAL PLANNING CONSULTANT SERVICES**

This exhibit forms an integral part of the Agreement which provides for services by the **CONSULTANT** for the Continuing General Planning Services Contract.

1. **PURPOSE:**

The Volusia TPO requires the professional services of a Consultant(s) to provide general transportation planning services. The Consultant(s) will assist the Volusia TPO staff by providing support for the development of planning studies, production of required federal documents and review of other studies or activities to accomplish tasks outlined in the TPO’s Adopted Unified Planning Work Program (UPWP). The work involves a variety of technical, graphical, study management, product review and public involvement activities. Innovative ideas and methodologies are encouraged.

The services outlined in this Scope of Services will be accomplished using separate Work Orders, as approved by the TPO Board or designee, and a separate, more detailed Scope of Services will be developed for each. Details of the Consultant’s specific responsibilities, the work to be done, and products to be delivered will be defined in the Scope of Services along with the approved negotiated fee. No work is to be started until the Consultant receives a Notice to Proceed letter signed by the TPO Executive Director or designee. The Volusia TPO will have sole discretion for assigning any specific service(s) to any Consultant(s) retained by the TPO as a General Planning Consultant.

1. **SERVICES:**

The Consultant(s) may be required to perform the following types of activities in assistance to the Volusia TPO under the terms of this agreement. This scope outlines tasks that may be assigned to the Consultant(s) under the General Planning Consultant Agreement.

1. **Planning Activities:**
   1. **Annual (Transportation System Conditions) Reports and Updates**
      1. The Consultant(s) may be required to develop, review and modify the TPO’s Congestion Management System (CMS) network and databases associated with the network. System trends and conditions may also need to be measured and reported (lane miles, vehicle miles of travel, duration of congestion, socio­economic trends, etc.) The Consultant(s) may be required to identify and provide corridor and segment rankings based on pre-defined technical parameters.
   2. **Financial Analyses**
      1. The Consultant(s) may be required to conduct financial analyses and forecasting, identify revenue resources and develop costs estimates.
   3. **Planning Studies**
      1. The Consultant(s) may be required to provide assistance or perform other planning studies such as freight studies; Efficient Transportation Decision Making (ETDM); sociocultural effects, level of service (LOS) determinations (including bicycle and pedestrian LOS analyses); access management classification and re-classification studies; bicycle/pedestrian plans and other studies supporting multi‐modal project planning as appropriate.
      2. Process requests for designation changes; coordinate regional and local facilities with the Strategic Intermodal System (SIS); manage policy level public and partner involvement efforts related to the SIS; assist in technical level public and partner involvement efforts related to the SIS; Assist in providing revenue forecasts.
      3. The Consultant(s) may be required to assist the TPO in additional planning and programs with such activities that may include revisions to, or expansion of, current crash data collection and analysis efforts, coordination and work activities related to participation and support of the Federal Safe Routes to School program and intergovernmental and interagency coordination on safety topics.
   4. **Policy Review and Document Development and Review**
      1. The Consultant(s) may required to help review TPO manuals, plans, handbooks and help develop policy and procedures guidelines etc.; assist the TPO in state and federal grant programs; support and assist with transit issues and initiatives; review and update TPO contract agreements (i.e. interlocal agreement for the creation of Metropolitan Planning Organization, Intergovernmental Coordination and Review (ICAR), and Transportation Planning Funds Joint Participation Agreement.
      2. The Consultant(s) may be required to do a comprehensive synthesis and review of TPO adopted policies, resolutions and actions.
      3. At the direction of the Volusia TPO, the Consultant(s) may be required to provide technical assistance to local governments or transportation agencies and/or perform other planning studies to review and comment on studies performed by local governments, the Florida Department of Transportation, private developers and other transportation agencies or consultants of those agencies.
2. **Corridor Analyses and Sub-area Analyses and Implementation Plans**
   * 1. The Consultant(s) will maintain at all times the most current version of the Central Florida Regional Planning Model (CFRPM) and the current version of the Volusia TPO Model.
     2. The Consultant(s) may be required to collect existing technical and socio­economic data, conduct analysis of existing conditions, identify deficiencies and make recommendations of solutions. The Consultant(s) may also be required to forecast future conditions and identify needs for new or upgraded transportation facilities and services within a specified corridor or sub-area. The Consultant(s) may also be required to perform large area traffic flow analyses, including analysis of system-wide travel patterns and characteristics, and needed, to evaluate the area wide impacts of various alternatives and traffic operation improvements and/or ITS opportunities.
     3. The Consultant(s) should also maintain or have ready access to the latest versions of key traffic operations models, level of service analysis models and other traffic simulation methodologies.
3. **Public Involvement:**
   * 1. The Consultant(s) may be required toconduct community surveys, conduct an evaluation of the effective and appropriate social media format, evaluate and research the use of implementing the use of social media such as Twitter and development of a social media policy.
     2. The Consultant(s) may also be required to assist the Volusia TPO in the development and implementation of general or specific public involvement activities; creating and maintaining online data products, including interactive web pages, data visualizations, development of databases and GIS maps and similar items.
     3. The Consultant(s) may be required to attend and present to TPO Board, TCC, CAC, BPAC and other advisory committees as well as local clubs, local governments, organizations and citizen groups. The Consultant(s) may be required to assist the Volusia TPO in the evaluation of general and project-specific public involvement activities according to the procedures contained adopted Public Participation Plan.
4. **Technical Services**
   * 1. The Consultant(s) may be required to prepare maps and graphics for display and distribution related to the corridor studies, sub-area studies, bicycle/pedestrian studies and special transportation studies. These maps and graphics may be required to illustrate background and baseline conditions, alternatives considered, comparison of alternatives, recommended results and special features of the study. Graphics may include figures for reports and handouts, presentation boards and slides.
     2. The Consultant(s) will utilize a version of ArcGIS for preparation of maps and graphics that is compatible with the most recent version used by the TPO. The Consultant(s) will utilize versions of Microsoft Word, Excel, Access, and PowerPoint for preparation of documents, spreadsheets, databases, and presentations that are compatible with the most recent versions used by the Volusia TPO.
     3. The Consultant(s) may be required to develop a user-friendly tracking system application utilizing technology to allow access of project information to the general public, elected officials, technical staff and agencies. Work cooperatively with the Florida Department of Transportation and local governmental agencies to implement data collection and management activities.
     4. The Consultant(s) shall have the ability to produce Adobe Portable Document Format (.pdf) documents for file transfers and web postings and Encapsulated Postscript (.eps) files for commercial printing services.

The Consultant(s) shall assist TPO staff by providing additional resources to accomplish assignments authorized by the TPO Board.

**III. RESPONSIBILITIES OF THE VOLUSIA TPO**

The Volusia TPO will furnish, without charge, the following services and data to the Consultant(s) for the performance of services:

**a.** Provide all criteria and full information as to the Volusia TPO's requirements for Consultant services including objectives, constraints, budgetary limitations, and time restraints.

**b.** Furnish drawings, specifications, schedules, reports and other information prepared by and/or for the Volusia TPO by others which are available to the Volusia TPO and which the Volusia TPO considers pertinent to the Consultant’s responsibilities, as described herein.

**c.** Furnish available traffic and planning data.

**d.** Furnish the latest version of the Volusia TPO Model, including all current networks and databases necessary to run the model.

**IV. SUBCONTRACTING**

Services assigned to subconsultants must be approved in advance in writing by the Volusia TPO.

**PROFESSIONAL SERVICES AGREEMENT**

This is an agreement entered into this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2013, by and between the Volusia Transportation Planning Organization, an agency of the State of Florida organized and operating pursuant to Section 339.175, Florida Statutes, hereinafter referred to as the TPO, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the CONSULTANT.

For, and in consideration of, the mutual agreement hereinafter contained, the TPO hereby retains the CONSULTANT and the CONSULTANT hereby covenants to provide professional services as prescribed herein and describe in – SCOPE OF SERVICES for CONTINUING GENERAL PLANNING SERVICES CONSULTANT.

**SECTION I - GENERAL IDENTIFICATION OF SERVICES**

All professional services provided by the CONSULTANT for the TPO shall be identified in Work Orders and performed to current professional standards of the applicable discipline. Work Orders shall entail a description of services to be performed, a statement of fees, proposed schedule for compensation and a projected schedule for completion of the work to be performed by the CONSULTANT. A Work Order shall not give rise to any contractual rights until approved by the TPO in the form of a written Notice to Proceed signed by the Executive Director of the TPO or other authorized representative of the TPO. The written Notice to Proceed and specific Work Order, as approved by the TPO, shall constitute an addendum to this agreement.

**SECTION II - TPO OBLIGATIONS**

The TPO shall make available to the CONSULTANT, upon request, any data available in the TPO's files pertaining to the work to be performed under this Agreement.

**SECTION III - PROFESSIONAL SERVICES**

Upon receipt of the Notice to Proceed, CONSULTANT agrees to perform professional services associated with the requested work in accordance with the negotiated terms of the applicable Work Order, and in accordance with current accepted professional standards and practices currently used or in effect in East Central Florida and acceptable to the Florida Department of Transportation.

In connection with professional services to be rendered pursuant to this Agreement, the CONSULTANT further agrees to:

**A.** Maintain an adequate staff of qualified personnel.

**B.** Ensure that plans meet all current federal, state, TPO, and local laws, rules, ordinances, and other governmental requirements as applicable to the work.

**C.** Cooperate fully with the TPO in the scheduling and coordination of all phases of the work.

**D.** Cooperate and coordinate with other TPO consultants, as directed by the TPO.

**E.** Report the status of the work to the TPO upon request and hold pertinent data, calculations, field notes, records, sketches and other projects open to the inspection of the TPO or its authorized agent at any time.

**F.** Submit for TPO review data representative of the work's progress at the percentage stages of completion which may be specified in the applicable Work Order. Submit for TPO approval the final work product upon incorporation of any modifications requested by the TPO during any previous review.

**G.** Interpret plans and other documents; correct errors and omissions and prepare any necessary plan revisions not involving a change in the scope of the work required, at no additional cost within thirty (30) calendar days of notice by the TPO, or upon a determination of the CONSULTANT of the existence of such errors or omissions, whichever event shall first occur.

**SECTION IV - TIME OF COMPLETION**

The services to be rendered by the CONSULTANT for each section of the work shall commence upon receipt of a written Notice to Proceed from the TPO subsequent to the execution of the Agreement and shall be completed within the time stated in the Work Order. As additional consideration for this Agreement, the CONSULTANT agrees that a reasonable extension of time shall be granted by and at the discretion of the TPO.

**SECTION V - COMPENSATION**

The TPO agrees to pay and the CONSULTANT agrees to accept, for services rendered pursuant to this Agreement, fees and other compensation computed in accordance with one or a combination of the methods outlined below, as specified in an approved Work Order:

**A.** **Hourly Rate** - the CONSULTANT shall be compensated at the attached Hourly Rate Schedule (Attachment "A") for each hour engaged directly in the work.

**B.** **Lump Sum Fee** - The fee for any requested portion of work may, at the option of the TPO, be a lump sum mutually agreed upon by the TPO and the CONSULTANT and stated in the written Work Order.

**C.** **Reimbursable Expenses** - The CONSULTANT shall be compensated for certain work-related expenditures not covered by fees for planning services, provided such expenditures are previously authorized by the TPO in an approved Work Order. Upon receipt of satisfactory backup materials, the CONSULTANT will be compensated for such reimbursable expenses. Such expenses shall include, unless stated otherwise in the work order:

**1.** Expenses for document reproduction or other incidental expenses on a direct cost basis.

**2.** Expenses for travel, transportation and subsistence outside the TPO limits, on a direct cost basis subject to limits as allowed by law. Justified and reasonable travel expenses which are directly and exclusively related to this Agreement will be reimbursed in accordance with Section 112.061, Florida Statutes, provided that TPO written approval is obtained prior to incurring the expense. For the purpose of computing travel expenses, the CONSULTANT's place of business shall be utilized for computation of all travel expenses. Mileage shall only be charged, if at all, for trips in excess of 10 miles one way, mileage to be computed based on a reasonably direct route taken to the destination by the mode of transportation employed.

**3.** Routine expenses such as local phone calls, postage of under $1, local travel expenses, word processing, and clerical or secretarial services are overhead and will not be separately compensated. Postage charges will be billed, if at all, at the amount charged by the U.S. Post Office. If a courier is utilized, courier charges will be billed at the amount charged by the CONSULTANT's courier. Photographic copies will be billed at the standard rate charged to other clients of the CONSULTANT but in no event shall this rate exceed $.15 cents per page for black and white copies or $.75 per page for color. Charges for facsimile transmissions or use of computers are not reimbursable. Long distance calls will be billed at the rate charged by the CONSULTANT's long distance carrier.

**4.** When reimbursement is sought, a copy of the invoice shall be submitted to the TPO. The invoice must specify the charge made, who or what company made the charge, the date of the charge, what the charge was for, and that it is related to this Agreement, specifying the particular task under this Agreement.

**D.** At least thirty (30) days prior to each anniversary date of this Agreement either party may request an adjustment to the rates (Attachment A) provided for herein to apply on the anniversary date of this Agreement. Any proposed change in rates by the CONSULTANT shall be subject to the prior approval of the TPO. In the event the CONSULTANT requests a change in rate, either party may terminate this Agreement in accordance with Section XVIII should the proposed rates or fees not be mutually acceptable.

**E.** At least thirty (30) days prior to each anniversary date of this Agreement either party may request an update or change to the personnel and staffing provided in Attachment A. These changes will apply on the anniversary date of this Agreement. Any proposed change in personnel and staffing by the CONSULTANT shall be subject to the prior approval of the TPO. In the event of unanticipated staffing changes by the CONSULTANT prior to the anniversary date of this Agreement, the CONSULTANT shall provide a written request to the TPO Executive Director or designee requesting a staffing and/or associated rate change. These changes will apply upon approval of the Executive Director or designee. In the event the CONSULTANT’s requested changes are not mutually acceptable to either party, this Agreement may be terminated by either party in accordance with Section XVIII.

**SECTION VI - PAYMENT AND PARTIAL PAYMENTS**

Subject to the TPO's right to withhold any amounts reasonably necessary to complete or correct defective or substandard work, the TPO shall make payments or partial payments to the CONSULTANT for all authorized work performed in accordance with the Florida Prompt Payment Act, Florida Statues Section 218.70, et seq. A payment schedule shall be determined in each Work Order.

**A.** The CONSULTANT shall submit signed invoices to the TPO.

**B.** The amount of each invoice submitted shall be the amount due for all services performed to date in connection with authorized work, as certified by the CONSULTANT. Each invoice shall include any authorized work and must reference the particular Work Order which authorized the services performed. The invoice shall be accompanied by copies of invoices for reimbursable expenses.

**C.** Invoices for work other than lump sum shall include a breakdown for each part of the work billed for each item and personnel as identified in Attachment "A". The TPO shall be billed on a per hour basis, and in the bill, each individual action taken or task performed by the CONSULTANT that is billed shall be accounted for in tenths of an hour with an explanation of the individual work task performed, including but not limited to individual telephone calls, research, preparation or editing/revision of reports, preparation of drawings. Premium rates will *not* be paid for overtime work. Each billing shall include the date that the service was performed, a brief description of the service provided, who performed it, the billing rate of the person performing the service, the amount of time taken to perform the service in tenths of an hour, and the dollar amount charged for reimbursement. For example: Copies of all invoices paid by the CONSULTANT for expenses shall be included with the CONSULTANT's invoice.

**D.** Sales Tax. The TPO is exempted from payment of Florida state sales and use taxes and Federal Excise tax. The CONSULTANT, however, shall not be exempted from paying Florida state sales and use taxes to the appropriate governmental agencies or for payment by the CONSULTANT to suppliers for taxes on materials used to fulfill its contractual obligations with the TPO. The CONSULTANT shall not use the TPO's exemption number in securing such materials. The CONSULTANT shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement. Said sales and use or excise taxes may be submitted for reimbursement to the TPO.

**E.** The CONSULTANT shall not pledge the TPO's credit or make the TPO a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

**SECTION VII - SCHEDULE OF WORK**

The TPO shall have the sole right to determine on which units or sections of the work the CONSULTANT shall proceed and in what order. Should a Work Order revision effect a change in scope, cost or schedule, the CONSULTANT shall submit such revisions for review and, if warranted, approval by the TPO in writing prior to commencing the revision. CONSULTANT waives any right to make a claim based upon a revision if such notice was not provided.

**SECTION VIII - RIGHT OF APPEAL**

All services shall be performed by the CONSULTANT to current reasonable professional standards and practices and to the reasonable requirements of the TPO. The TPO staff shall decide and dispose of all claims, questions and disputes arising under this Agreement. Such determination shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. In the event the CONSULTANT does not concur with the decisions of the TPO, within ten (10) days after determination by the TPO staff, the CONSULTANT shall present any such objections in writing to the TPO Executive Director and, upon request, any adverse determination shall be referred to an appeal board comprised of a representative of the TPO Board, the TPO Technical Coordinating Committee and the TPO Citizens Advisory Committee for review and disposition at a hearing to be held within ten (10) days after receipt of the appeal. This paragraph does not constitute a waiver of either party's right to proceed in a court of competent jurisdiction, provided that prior to filing any suit the CONSULTANT goes through the appeal process established in this Agreement and provided further that the CONSULTANT strictly abides by the ten-day time deadline set forth in this paragraph.

**SECTION IX – PUBLIC RECORDS**

1. It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the CONSULTANT related, directly or indirectly, to this Agreement, or any Work Order, hereunder, shall be deemed to be a Public Record whether in the possession or control of the TPO or the CONSULTANT or a subconsultant. Said Public Record is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the TPO’s contract administrator. Because certain of the PUBLIC RECORDS may be exempt from disclosure or confidential under Florida or Federal law, Public Records may not be released for viewing or copying by the CONSULTANT, or the CONSULTANT’s employees or agents or subconsultants, if any, without the prior approval of the TPO contract administrator. However, when a request is made by the public for a public record, the CONSULTANT shall immediately contact the TPO contract administrator for direction on how to handle the release of the Public Record for either viewing or copying.

Upon request by a citizen requesting records, the CONSULTANT and/or the TPO shall in a timely manner supply copies or access to said non-exempt or non-confidential Public Records to the citizen requesting this information. Upon request by the TPO, the CONSULTANT shall supply copies of said Public Records to the TPO or other individual authorized by the TPO. All books, cards, registers, receipts, documents and other papers in connection with this Agreement and approved Work Orders shall at any and all reasonable times during the normal working hours of the CONSULTANT be open and freely exhibited to the TPO for the purpose of examination and/or audit.

1. The CONSULTANT shall maintain all Public Records, including records of accounts between the TPO and the CONSULTANT of the CONSULTANT’s expenses or any items upon which a request for reimbursement shall be based pursuant to this Agreement in accordance with generally accepted accounting practices and available for inspection by the TPO or its authorized representative at all reasonable times.

**SECTION X - OWNERSHIP OF DOCUMENTS**

The TPO and the CONSULTANT agree that upon payment of compensation due to the CONSULTANT under this Agreement and all Work Orders approved by the TPO for a particular plan, design, drawing, specification, document, model, recommendation, schedule or otherwise, said plan, design, drawing, specification, technical data, recommendation, model, schedule or other instrument produced by, or pursuant to subconsulting agreement with, the CONSULTANT in the performance of the Agreement, shall be the sole property of the TPO and the TPO is vested with all rights therein. The CONSULTANT waives all rights of copyright in said plan, design, drawing, document, specification, technical data, recommendation, model schedule and other instrument produced by the CONSULTANT, or pursuant to sub-consulting agreement with, the CONSULTANT in the performance of this Agreement, and hereby assigns and conveys the same to the TPO whether in the possession or control of the CONSULTANT or not.

**SECTION XI - REUSE OF DOCUMENTS**

The CONSULTANT may not reuse data or work products developed by the CONSULTANT for the TPO without express written permission from the TPO provided the TPO shall not be liable for any injuries, damages, or losses for reuse of data or work products. Any plans which the consultant provides under this Agreement or Work Orders shall contain a statement that they are subject to reuse in accordance with the provisions of Florida Statute Section 287.055. The TPO may reuse data or work products developed by the CONSULTANT for the TPO without express written permission from the CONSULTANT; provided that the CONSULTANT shall not be liable for any injuries, damages, or losses for reuse of data or work products without the express permission of the CONSULTANT. Any plans which the CONSULTANT provides under this Agreement or Work Orders shall contain a statement that they are subject to reuse in accordance with the provisions of Florida Statute Section 287.055.

**SECTION XII - NOTICES**

Any notices, reports or other written communications from the CONSULTANT to the TPO shall be considered delivered to:

Volusia TPO - c/o Jean Parlow   
2570 W. International Speedway Blvd, Suite 100,   
Daytona Beach, FL 32114

The foregoing name or address may be unilaterally changed by the TPO by giving notice as provided herein to the CONSULTANT.

Any notices, reports or other communications from the TPO to the CONSULTANT shall be considered delivered when posted by the USPS to the CONSULTANT at the last address left on file with the TPO or delivered in person to said CONSULTANT or the CONSULTANT's authorized representative. The CONSULTANT’s name or address may be unilaterally changed by the CONSULTANT by giving notice as provided herein to the TPO.

**SECTION XIII - AUDIT RIGHTS**

The TPO or its Representative reserves the right to audit the records of the CONSULTANT related to this Agreement and approved Work Orders at any time during the execution of the work included herein and for a period of 5 (five) years after final payment is made. The CONSULTANT agrees to provide copies of any records necessary to substantiate payment requests to the TPO as may be requested by the TPO solely at the cost of reproduction.

**SECTION XIV - SUBCONTRACTING**

The CONSULTANT shall not subcontract, assign, or transfer any work under this Agreement or approved Work Orders without the written approval of the TPO. When applicable, the CONSULTANT shall cause the names of any subcontracted firms responsible for major portions (or separate specialty) of the work to be inserted in the pertinent documents or data.

**SECTION XV - UNAUTHORIZED ALIEN WORKERS**

The TPO will not intentionally award publicly funded contracts to any CONSULTANT who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a (Section 274a of the Immigration and Nationality Act “INA”). The TPO shall consider a violation of the INA as grounds for unilateral cancellation of this Agreement by the TPO.

**SECTION XVI - ATTORNEY'S FEES**

In the event any action is taken to enforce the terms of this Agreement or any Work Orders under this Agreement, each party shall bear its own attorney's fees and costs and any trial shall be non-jury. The CONSULTANT hereby waives any right to a jury trial on any matter litigated and arising from this Agreement, data or information furnished by the TPO as a part of work production by the CONSULTANT, or work provided pursuant to this Agreement.

**SECTION XVII - CONTINGENT FEES**

The CONSULTANT warrants that no person or company was employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employee, any fee commission, contribution, donation, percentage, gift, or any other consideration, contingent upon, or resulting from award of this Agreement. For any breach or violation of this provision, the TPO shall have the right to terminate this Agreement, without liability, and, at its discretion, to deduct from the contract price or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration and any damages and shall be responsible for reporting the details of such breach or violation to the proper legal authorities where and when appropriate.

**SECTION XVIII- TERMINATION/MODIFICATION OF AGREEMENT**

The terms of this Agreement may be modified upon the mutual agreement of the CONSULTANT and the TPO as confirmed in writing. In the event that the CONSULTANT changes its name, merges with another company, becomes a subsidiary or makes other substantial change in structure or in the following principles or project managers, the TPO reserves the right to terminate this Agreement subject to the terms prescribed above. In the event of termination of this Agreement, the CONSULTANT agrees to surrender any and all documents prepared by the CONSULTANT for the TPO in connection with this Agreement, and the TPO shall have full ownership thereof. The CONSULTANT shall retain copies of such documents for record purposes.

**SECTION XIX- DURATION OF AGREEMENT**

This Agreement shall remain in full force and effect for a period of 3 (three) years after its date of execution, unless this Agreement is terminated by mutual consent of the parties as otherwise provided herein. In addition, subject to the TPO's sole discretion, this Agreement may be extended by the TPO Executive Director or designee in 1 (one) year increments for up to 5 (five) (two years beyond the initial three year period of the Agreement.

**SECTION XX - DEFAULT**

In the event the CONSULTANT fails to comply with the provisions of this Agreement, the TPO may declare the CONSULTANT in default by written notification. In the event partial payment has been made for professional services not completed or defectively performed, the CONSULTANT shall return any sums due to the TPO as a result of the CONSULTANT's default within ten (10) days after notice and demand that said sums are due. The CONSULTANT shall not be compensated on a percentage of any deficient professional services which have been performed at the time the TPO declares a default. The TPO shall pay for that portion, if any, of the performed work which is used or useful by any other consultant retained by the TPO to finish the work to the extent that the TPO does not incur additional costs over those set forth in the CONSULTANT’s canceled Work Order.

**SECTION XXI – INSURANCE**

The amount of liability insurance to be maintained by the CONSULTANT is $1,000,000.

**SECTION XXII - QUALITY CONTROL**

The CONSULTANT warrants a high level of quality control and accuracy. The TPO may request additional data collection or re-analysis of data at no expense to the TPO. If the original data collection or data analysis is found to be accurate and reasonable, the CONSULTANT shall be compensated for the additional work in accordance with Section V of this Agreement.

The CONSULTANT acknowledges that the TPO will periodically evaluate the CONSULTANT's performance and that the evaluation will be used by the TPO in determining the CONSULTANT's qualifications for future contracts with the TPO.

**SECTION XXIII - NON EXCLUSIVE AGREEMENT**

The TPO reserves the right to assign such work to the CONSULTANT as it may approve in the sole discretion of the TPO.

**SECTION XXIV - TRUTH-IN-NEGOTIATIONS**

In accordance with the provisions of Section 287.055, Florida Statutes, the CONSULTANT agrees to execute a truth-in-negotiations certificate and agrees the original contract price and any additions may be adjusted to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.

**SECTION XXV - INTEREST OF CONSULTANT**

The CONSULTANT covenants that it presently has no conflict of interest and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required to be performed under this Agreement. The CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

**SECTION XXVI– USE OF FEDERAL FUNDS**

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, an office or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

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 the 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.

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 and not more than $100,000 for each such failure.

Applicable Law: The laws of the State of Florida shall govern this Agreement.

**SECTION XXVII- NONDISCRIMINATION**

**A.** *Compliance with Regulation.* The TPO and the CONSULTANT shall comply with the regulations of U.S. Department of Transportation relative to non­discrimination in federally assisted programs of the U.S. Department of Transportation, which are herein incorporated by reference and made a part of this Agreement.

**B.** *Nondiscrimination.* The TPO and the CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work will not discriminate on the grounds of race, color, religion, sex or national origin in the selection and retention of contractor and subcontractors, including procurements of material and leases of equipment. The TPO and the CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by federal regulations.

**C.** The TPO will take action with respect to any subcontract or procurement as the Federal Highway Administration (FHWA) may direct as a means of enforcing such provision, including sanctions for noncompliance provided that, in the event the TPO becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the TPO may request the state to enter into such litigation to protect the interests of the state, and, in addition, may request the United States to enter into such litigation to protect the interests of the United States.

**SECTION XXVIII – DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

The CONSULTANT and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of this Agreement. In this regard, all recipients, and contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts.

**SECTION XXIX - ENTIRETY OF AGREEMENT**

This writing, together with Work Orders and signed Notices to Proceed that may follow, embodies the entire agreement and understanding between the parties hereto, and there are not other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein.

No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing, signed by both parties hereto as an addendum to this Agreement, or as specifically prescribed in a Work Order.

This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida.

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties or a joint venture. The CONSULTANT shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The TPO shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the CONSULTANT is an independent contractor.

**SECTION XXX – VENUE**

Venue for any dispute shall be located in state court in Volusia County, Florida, or in federal court in the U.S. District Court for the Middle District of Florida. The CONSULTANT waives venue in any other location and agrees to the bringing of suit involving this Agreement only in the locale set forth above. The parties agree that this location venue is the most convenient to the parties; that Volusia County is where the contract is made; that the governmental agency is headquartered in Volusia County; that the costs of litigation will be less in the venue selected; and the greatest number of witnesses are located conveniently in this venue.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2013.

VOLUSIA TRANSPORTATION PLANNING ORGANIZATION

An agency of the State of Florida organized and operating Pursuant to Section 339.175, Florida Statutes

Space Coast Transportation Planning Organization Name

Printed Name

Executive Director, Volusia Transportation Planning Organization

ATTEST:

\_ (SEAL)

Pamela Blankenship, Office Manager, Volusia TPO

CONSULTANT:

By:

(Authorized Signature)

(Print Full Name) Title

Name of Firm

Street Address

City, State, Zip Code

Phone Number

FORMS

375-030-21

PROCUREMENT

10/01

**DBE PARTICIPATION STATEMENT**

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

Project Description: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Consultant Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This consultant (is ) (is not ) a Department of Transportation certified Disadvantaged

Business Enterprise (DBE).

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

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

DBE Subconsultant Type of Work/Commodity

By

Date

**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 Volusia 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 Volusia Transportation Planning Organization to provide professional Continuing General Planning Consulting Services.
3. That the undersigned firm will furnish the Volusia 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 Volusia 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 Volusia 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 Volusia 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2013.

**Non-Collusion Proposal Certification**

By submission of this proposal, each Proposal and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal, each party certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

1) The prices in the Proposal have been arrived at independently without collusion, consultation, communication or agreement, with any other Proposer or with any other competitor for the purpose of restricting competition as to any other matter relating to such prices.

2) Unless otherwise required by law, the prices which have been noted in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor and,

3) No attempt has been made or will be made by the Proposer to induce any other person, partnership, or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

Firm/Consultant (Proposer) Name:

Typed Name and Title of Authorized Official:

Authorized Signature:

Date:

**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 Volusia 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 Governmentwide Debarment and Suspension (Non procurement) at 49 CRF 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**

**E-VERIFY**

**Contract No:**

**Financial Project No(s):**

**Project Description:**

**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:** \_\_\_\_\_\_\_\_\_\_