AGREEMENT

THIS AGREEMENT dated this 27th day of April, 2010, by and between LEON COUNTY, a charter county and a political subdivision of the State of Florida, hereinafter referred to as the "County" and Reynolds, Smith and Hill, hereinafter referred to as the "Contractor."

WHEREAS, the County has determined that it would be in the best interest of the citizens of Leon County, Florida, that the County be able to utilize the services of private persons when such services cannot be reasonably provided by the County; and

WHEREAS, the County has determined that it would be better to contract for these services than to hire the necessary personnel to satisfy the needs of the County: and

WHEREAS, in order to secure these services, the County has sought and received competitive proposals and selected the Contractor to provide such services.

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The Contractor hereby agrees to perform the Bannerman Road Corridor Study in accordance with the scope of work contained in Leon County request for proposal number BC-04-29-09-280-00, said RFP being incorporated into this Agreement as Exhibit A, which is attached hereto and as if fully set out herein, but only to the extent it is not inconsistent with the Agreement.

2. WORK

Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

The performance of Leon County of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the bid specifications.

3. TIME

The work to be performed under this contract shall be commenced within fifteen (15) days of the Notice to Proceed. All work to be performed under this Contract shall be completed within two-hundred ten (210) consecutive calendar days of the Notice to Proceed. If the work to be performed under this Contract is not completed within the time set forth above, or within such extra time as may be granted by the County, the Contractor shall be deemed to be in default.

Permitting the Contractor to continue and finish the work or any part of it after the expiration of the contract time allowed, including extensions, if any, shall in no way act as a waiver on the part of County regarding any remedies available to the County.

4. CONTRACT SUM

The Contractor agrees that for the performance of the Services as outlined in Section 1 above, it shall be remunerated by the County a total sum of $999,037 on completion of the work and acceptance as satisfactory based upon the Fee Estimate Summary attached as Attachment B.

5. PAYMENTS

The County shall make such payments within thirty (30) days of submission and approval of periodic invoices for services based upon work completed.

6. STATUS

The contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of Leon County.

7. INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).

3. Workers' Compensation and Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of $500,000 per accident, $500,000 disease policy limit, $500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.

d. Professional Liability Insurance, including errors and omissions: for all services provided under the terms of this agreement with minimum limits of One Million and 00/100 ($1,000,000.00) Dollars per occurrence; or claims made form with "tail coverage" extending four (4) years beyond the term of the agreement. Proof of "tail coverage" must be submitted with the invoice for final payment. In lieu of "tail coverage", Respondent may submit annually to the County a current Certificate of Insurance proving claims made insurance remains in force throughout the same four (4)-year period.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).

a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of

the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.

b. The Contractor's insurance coverage shall be primary insurance as respects the County, it officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.

d. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

E. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

F. Subcontractors. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

8. LICENSES

The Contractor shall be responsible for obtaining and maintaining his city or county occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain his license to operate, the contractor shall be in default as of the date such license is lost.

9. ASSIGNMENTS

This Agreement shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

10. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County, its officials, officers and employees from and against all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fee, to the extent caused by negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this agreement.

The County may, at its sole option, defend itself or require the Contractor to provide the defense. The Contractor acknowledges that the sum of ten dollars ($10.00) of the amount paid to the Contractor constitutes sufficient consideration for the Contractor's indemnification of the County, its officials, officers and employees..

The Contractor shall be liable to the County for any reasonable costs incurred by it to correct, modify, or redesign any portion of the project, which is the subject of the services provided under this Agreement, that is found to be defective or not in accordance with this Agreement, as a result and to the extent caused by the negligence, recklessness, or intentional wrongful conduct on the part of the Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement.

11. MINORITY BUSINESS ENTERPRISE (M/WBE) PARTICIPATION

The Contractor shall meet or exceed the M/WBE participation levels stated in the Contractor's M/WBE Participation Statement included as part of the Contractor's response for this project, see Attachment C, attached hereto and made a part hereof. except when the County Good Faith Committee approves an exception.

The Contractor shall provide a monthly report to the Leon County Minority, Women and Small Business Enterprise Division in a format and manner acceptable to the Division. The report shall, at a minimum, indicate the business name of each certified Minority Business Enterprise or Women Business Enterprise sub-contractor utilized, the amount paid, the type of work performed, the appropriate invoice date, and the payment date to the Division.

Should Contractor's sub-contractor utilization fall below the level required in this Agreement or should Contractor substitute MWBE sub-contractors without prior written approval of the Division, the Contractor may be in breach of the Agreement. Contractors found in breach of their Agreement with the County may be suspended from bidding on and/or participation in any future County projects for up to three (3) years as provided in Section 15 of the Purchasing and Minority, Women, and Small Business Enterprise Policy 96-1.

Any change in the subcontractor utilization as listed on the participation plan (Attachment C), must be approved by the MWSBE Division. Should the Contractor determine that the MWBE named in their participation plan submittal is unavailable or cannot perform the work, the Contractor shall request a change order. Such change order must be submitted to the MWSBE Division in writing at 2284 Miccosukee Road, Tallahassee, Florida or by facsimile to (850) 606-1651.

12. AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

a. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this Agreement.

b. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement.

c. Upon completion or termination of the Agreement and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.

d. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.

e. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(I)(10), shall have full access to and the right to examine any of provider's Agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

f. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

13. MONITORING

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this Agreement, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this Agreement.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this Agreement. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this Agreement; (2) the withholding of payments to the provider by the County; and (3) the termination of this Agreement for cause.

14. TERMINATION

Leon County may terminate this Agreement without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Agreement for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by mailing a notice of termination to the Contractor.

15. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this Agreement is in effect. Violation of this section by the Contractor shall be grounds for cancellation of this Agreement by Leon County.

16. PROHIBITION AGAINST CONTINGENT FEES

The Architect (or registered surveyor and mapper or professional, as applicable) engineer warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or other) to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working for the architect any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

17. NON-WAIVER

Failure by the County to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions or acts; but the same shall be and remain at all times in full force and effect.

18. REVISIONS

In any case where, in fulfilling the requirements of this Agreement or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the bid, Contractor shall obtain the prior written consent of the County.

19. VENUE

Venue for all actions arising under this Agreement shall lie in Leon County, Florida.

20. CONSTRUCTION

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

The remainder of this page intentionally left blank.

WHERETO, the parties have set their hands and seals effective the date whereon the last party executes this Agreement.

CONTRACTOR

WITNESS:_____ BY:_____
President/Authorized Signatory

WITNESS:_____ DATE_____

(CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____day of_____, 20___.

By_____, of_____.
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

a _____ corporation, on behalf of the corporation. He/she is personally
(State or place of incorporation)

known to me or has produced _____as identification.
(type of identification)

_____
Signature of Notary

_____
Print, Type or Stamp Name of Notary

_____
Title or Rank

_____
Serial Number, If Any

AGREEMENT BETWEEN LEON COUNTY AND REYNOLDS, SMITH AND HILL
BC-04-29-09-28

LEON COUNTY, FLORIDA

BY:_____
Parwez Alam
County Administrator

DATE:_____

ATTEST:
BOB INZER, CLERK OF THE COURT
LEON COUNTY, FLORIDA

By:_____

APPROVED AS TO FORM:
LEON COUNTY ATTORNEY'S OFFICE

By:_____
Herbert W.A. Thiele, Esq.
County Attorney

Leon County
Board of County Commissioners
301 South Monroe Street, Tallahassee, Florida 32301
(850) 606-5302 www.leoncountyfl.gov

Commissioners

BILL PROCTOR
District 1

JANE G. SAULS
District 2

JOHN DAILEY
District 3

BRYAN DESLOGE
District 4

BOB RACKLEFF
District 5

CLIFF THAELL
At-Large

AKIN AKINYEMI
At-Large

PARWEZ ALAM
County Administrator

HERBERT W.A. THIELE
County Attorney

REQUEST FOR PROPOSALS

for

BANNERMAN ROAD CORRIDOR STUDY

Proposal Number BC-04-29-09-28

BOARD OF COUNTY COMMISSIONERS

LEON COUNTY, FLORIDA

Release Date: March 26, 2009

An equal opportunity employer

I. INTRODUCTION

Leon County requests proposals from qualified firms or individuals interested in providing professional engineering services and public participation programming for the corridor study of Bannerman Road from Meridian Road to Thomasville Road (U.S. 319). The need to enact a Transportation Corridor Study on County-owned Bannerman Road from Meridian Road to Thomasville Road is identified in the update of the 2030 Long Range Transportation Plan (LRTP). Further detail is provided in the Scope of Services contained in Section III of this request for proposals.

This Scope of Services includes all work required for the conduct of the corridor study and, at the conclusion of the corridor study, provides that the Board of County Commissioners, at its option, may negotiate with the Consultant for the preparation of final design plans and associated engineering services.

II. GENERAL INSTRUCTIONS:

A. Response Address; The response to the proposal should be submitted in a sealed addressed envelope to:

Proposal Number: BC-04-29-09-28
Purchasing Division
2284 Miccosukee Road
Tallahassee, FL 32308

B. Proposal Copies: **An ORIGINAL and five (5) copies** of the Response must be furnished on or before the deadline. Responses will be retained as property of the County. **The ORIGINAL of your reply must be clearly marked "Original" on its face and must contain an original, manual signature of an authorized representative of the responding firm or individual**, all other copies may be photocopies.

C. Information: Any questions concerning the request for proposal process, required submittals, evaluation criteria, proposal schedule, and selection process should be directed to Keith Roberts or Don Tobin at (850) 606-1600; FAX (850) 606-1601; or e-mail at robertsk@leoncountyfl.gov or tobind@leoncountyfl.gov. Written inquiries are preferred.

Each Vendor shall examine the request for proposal documents carefully; and, no later than seven days prior to the date for receipt of proposals, he shall make a written request to the County for interpretations or corrections of any ambiguity, inconsistency or error which he may discover. All interpretations or corrections will be issued as addenda. The County will not be responsible for oral clarifications. No negotiations, decisions or actions shall be initiated or executed by the proposer as a result of any discussions with any County employee prior to the opening of proposals. Only those communications which are in writing from the County may be considered as a duly authorized expression on the behalf of the Board.

Also, only communications from firms which are in writing and signed will be recognized by the Board as duly authorized expressions on behalf of proposers.

D. Prohibited Communications: Any Form of communication, except for written correspondence, shall be prohibited regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

1. Any person or person's representative seeking an award from such competitive solicitation; and

2. Any County Commissioner or Commissioner's staff, or any county employee authorized to act on behalf of the Commission to award a particular contract.

For the purpose of this section, a person's representative shall include, but not be limited to, the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

The prohibited communication shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation.

The provisions of this section shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any public meetings, presentations made to the Board, and protest hearings. Further, the provisions of this section shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with any employee, County Commissioner, or decision-making board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The provisions of this section shall terminate at the time the Board, or a County department authorized to act on behalf of the Board, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

The penalties for an intentional violation of this article shall be those specified in §125.69(1), Florida Statutes, as amended, and shall be deemed supplemental to the penalties set forth in Section 1-9 of the Code of Laws, Leon County, Florida.

E. Special Accommodation: Any person requiring a special accommodation at a Pre-Bid Conference or Bid/RFP opening because of a disability should call the Division of Purchasing at (850) 606-1600 at least five (5) workdays prior to the Pre-Bid Conference or Bid/RFP opening. If you are hearing or speech impaired, please contact the Purchasing Division by calling the County Administrator's Office using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).

F. Offeror Registration: Offerors who obtain solicitation documents from sources other than the Leon County Purchasing Division or Demandstar.com MUST officially register with the County Purchasing Division in order to be placed on the planholders list for the solicitation. This list is used for communications from the County to prospective Offerors. Also, Offerors should be aware that solicitation documents obtained from sources other than those listed above may be drafts, incomplete, or in some other fashion different from the official solicitation document(s). Failure to register as a prospective Offeror through the Purchasing Division or online through Demandstar.com may cause your submittal to be rejected as non-responsive.

As a convenience to vendors, Leon County has made available via the internet lists of all registered planholders for each bid or request for proposals. The information is available on-line at http://www.leoncountyfl.gov/Purchasing/Bid.asp by simply clicking the planholder link to the right of the respective solicitation. A listing of the registered vendors with their telephone and fax numbers is designed to assist vendors in preparation of their responses.

G. Proposal Deadline: Your response to the RFP must arrive at the above listed address no later than Wednesday, April 29, 2009 at 2:00 PM to be considered.

H. Responses to the RFP received prior to the time of opening will be secured unopened. The Purchasing Agent, whose duty it is to open the responses, will decide when the specified time has arrived and no proposals received thereafter will be considered.

I. The Purchasing Agent will not be responsible for the premature opening of a proposal not properly addressed and identified by Proposal number on the outside of the envelope/package.

J. It is the Proposers responsibility to assure that the proposal is delivered at the proper time and location. Responses received after the scheduled receipt time will be marked "TOO LATE' and may be returned unopened to the vendor.

K. The County is not liable for any costs incurred by bidders prior to the issuance of an executed contract.

L. Firms responding to this RFP must be available for interviews by County staff and/or the Board of County Commissioners.

M. The contents of the proposal of the successful firm will become part of the contractual obligations.

N. Proposal must be typed or printed in ink. All corrections made by the Proposer prior to the opening must be initialed and dated by the Proposer. No changes or corrections will be allowed after proposals are opened.

O. If you are not submitting a proposal, please return the form attached at the end of the RFP, marked 'No Proposal'.

P. The County reserves the right to reject any and/or all proposals, in whole or in part, when such rejection is in the best interest of the County. Further, the County reserves the right to withdraw this solicitation at any time prior to final award of contract.

Q. Cancellation: The contract may be terminated by the County without cause by giving a minimum of thirty (30) days written notice of intent to terminate. Contract prices must be maintained until the end of the thirty (30) day period. The County may terminate this agreement at any time as a result of the contractor's failure to perform in accordance with these specifications and applicable contract. The County may retain/withhold payment for nonperformance if deemed appropriate to do so by the County.

R. Public Entity Crimes Statement: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

S. Certification Regarding Debarment, Suspension, and Other Responsibility Matters: The prospective primary participant must certify to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency and meet all other such responsibility matters as contained on the attached certification form.

T. Licenses and Registrations: The contractor shall be responsible for obtaining and maintaining throughout the contract period his or her city or county occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Every vendor submitting a bid on this invitation for bids **shall** include a copy of the company's

local business or occupational license(s) or a written statement on letterhead indicating the reason no license exists. Leon County, Florida-based businesses are required to purchase an Occupational License to conduct business within the County. Vendors residing or based in another state or municipality, but maintaining a physical business facility or representative in Leon County, may also be required to obtain such a license by their own local government entity or by Leon County. For information specific to Leon County occupational licenses please call (850) 488-4735.

If the contractor is operating under a fictitious name as defined in Section 865.09, Florida Statutes, proof of current registration with the Florida Secretary of State **shall be submitted** with the bid. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulation or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State **shall submit** a copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida or such other state as applicable.

Failure to provide the above required documentation may result in the bid being determined as non-responsive.

U. Audits, Records, And Records Retention

The Contractor shall agree:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.

2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.

3. Upon completion or termination of the contract and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.

4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.

5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(I)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

V. Monitoring

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this contract, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this contract.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the County; and (3) the termination of this contract for cause.

W. Local Preference in Purchasing and Contracting

1. Preference in requests for proposals. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures for which a request for proposals is developed with evaluation criteria, a local preference of the total score may be assigned for a local preference, as follows:

   a) Individuals or firms which have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of five percent.

   b) Individuals or firms which do not have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of three percent.

2. Local business definition. For purposes of this section, "local business" shall mean a business which:

   a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and

   b) Holds any business license required by Leon County, and, if applicable, the City of Tallahassee; and

   c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

3. Certification. Any vendor claiming to be a local business as defined, shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements of above. The Local Vendor Certification Form is enclosed. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a "local business."

X. Planholders

As a convenience to vendors, Leon County has made available via the internet lists of all registered planholders for each bid or request for proposals. The information is available on-line at http://www.leoncountyfl.gov/Purchasing/Bid.asp by simply clicking the planholder link to the right of the respective solicitation. A listing of the registered vendors with their telephone and fax numbers is designed to assist vendors in preparation of their responses.

Y. *Addenda To Specifications*

If any addenda are issued after the initial specifications are released, the County will post the addenda on the Leon County website at http://www.co.leon.fl.us/purchasing/. For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Purchasing Division will make a good faith effort to ensure that all registered bidders (those vendors who have been registered as receiving a bid package) receive the documents. *It is the responsibility of the vendor prior to submission of any proposal to check* the above website or contact the Leon County Purchasing Division at (850) 606-1600 to verify any addenda issued. The receipt of all addenda must be acknowledged on the response sheet.

Z. Unauthorized Alien(s): The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, please complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

III. SCOPE OF SERVICES:

GENERAL PROGRAM DESCRIPTION

A. Public Participation

The need to enact a Transportation Corridor Study on County-owned Bannerman Road from Meridian Road to Thomasville Road (U.S. 319). is identified in the 2030 Long Range Transportation Plan (LRTP). The LRTP is a key indicator of the type and size of transportation need that exists in Tallahassee, Leon County.

The purpose of the P^2 program is to fully inform and involve the community, all interested citizens, government agencies, and special interest groups in the planning and development of this local transportation project. The implementation of this program will comply with the Transportation Corridor Study Public Participation Policy. This project is to evaluate the existing and future needs of the roadway, along the Bannerman Road corridor between Meridian Road and Thomasville Road.

A critical component of the corridor study process is the Board appointed, seven member Citizen Advisory Committee (CAC) that makes up over 50% of the Project Team. The Project Team consists of the seven CAC members, County Project Manager, and the Consultant.

Essential to implementing this program is a Public Participation Plan that includes, but is not limited to, the following elements:

1. methods of identifying and notification of concerned public;
2. description of public notification techniques;
3. planning for informal neighborhood meetings;
4. possible inclusion of all area school festivals;

5. the preparation of advanced notification (Advanced Notification Package);
6. preparation for and attendance of the kick-off citizen advisory committee (CAC) meeting, remaining CAC meetings, formal public presentations, informational meeting, public workshops, and formal public hearings; and
7. description of techniques for following up on comments, concerns or issues raised in meetings, whether formal or informal, correspondence, documentation and record keeping.

This plan should be prepared using *Leon County's Public Participation Program* (P^2 Program) and *Florida Department of Transportation's (FDOT's) Project Development and Environment (PD&E) Manual* as a guide. It describes the steps to be used to fully inform and involve the community, all interested citizens, government agencies, and special interest groups involved in the planning and development of this local transportation project.

As the corridor study progresses, the P^2 Plan will be subject to periodic updating as new information in the corridor is evaluated. The P^2 Plan, all updates, and schedule of events will be fully recorded for County records.

B. Corridor Study Planning Steps

The Corridor Study Planning Steps described below provide an overall outline of progressive steps of the Corridor Study and how the Corridor Study Project Team of which the Citizen's Advisory Committee is part, is integrated into the process.

Step 1

Prepare Project Fact Sheet that details (County staff, Consultant):
a. Project Limits.
b. Long Range Plan (LRP) project description, with a "refined" discussion that the LRP simply calls for capacity enhancement and the corridor study details how the enhancement will occur.
c. Project Need Statement that provides base traffic data for existing, historical growth and future projection, with a statement that the corridor study will "validate" this need in a technical memorandum early in the study.
d. General definition of the types of alternatives that will be studied, such as lane additions, operational improvements, multi-modal applications (bike, pedestrian, transit) and that the improvements should be based on a 20-year planning horizon.

Step 2

Identify the Citizen's Advisory Committee (CAC) members: (County staff, Board of County Commissioners).

Step 3

Develop Consensus Building Process including, but not limited, to the following tasks:
a. Joint effort with County staff and the CAC to prepare the Corridor Study Limits that will be evaluated in the Data Collection Phase and include the "physical survey information" with an understanding that this must be done in advance of Alternatives development.
b. Preparation of the public noticing strategy for the project and data collection efforts (mail out, church flyers, signage, etc).
c. Creation of unique letterhead and graphics for public notices and correspondence.

Step 4

Convene the CAC to (County staff, Consultant, CAC):

a. Review Fact Sheet and CAC charge.
b. Establish meeting schedule (time, place).
c. Elect chair, co-chair.

Step 5

Conduct Data Collection Phase (Consultant):
a. Including, but not limited to, researching existing traffic information, GIS information, property appraisers database, existing surveys information, and field survey as necessary.
b. This phase of the study will require collection of existing roadway, right-of-way, traffic, environmental, property, and cultural/social data required to identify, develop and analyze various project alternatives.
c. This information shall be compiled and presented in a Preliminary Engineering Report in accordance with *FDOT's Project Development and Environment Manual*.

Step 6

Present Data Collection Phase to CAC and begin discussions of alternatives (Consultant, County staff, CAC):
a. Information gathered in this phase shall be used by the CAC, Consultant, and County staff to refine the corridor for the Consultant's development of 30% Design Plans.
b. Identify conceptual design alternatives for Consultant to bring to the CAC for detailed review.
c. Adjourn CAC until the Design survey is complete.

Step 7

Prepare 30% Design Plans (Consultant):
a. The consultant will field survey the existing conditions and prepare 30% or FDOT Phase I Submittal plans for presentation to the CAC.
b. Once the plans are completed, alternatives from the Preliminary Engineering Report shall be overlaid onto the plans and analyzed for viability with regard to engineering, environmental and permitting standpoints. The results of the analysis will be summarized for CAC review in the next step.

Step 8

Re-Convene CAC & Present 30% Design Plan (County staff, Consultant, CAC):
a. Series of meetings where the CAC will review alternatives and direct the Consultant to prepare revised drawings in an iterative process resulting in final project identification.

Step 9

CAC Selection of Preferred Alternative:
a. An Evaluation Matrix will be developed by the Consultant with the criteria set by the Project Team in a consensual manner.
b. The Evaluation Matrix will be used as a tool to rank and analyze the alternatives.

Step 10

Develop Memorandum of Understanding with CAC signatures (County staff, CAC).

Step 11

Workshop presentations to the County Commission (County staff, Consultant, CAC, Board of County Commissioners).

CONSULTANT'S SCOPE OF SERVICES

A. Corridor Study Project Management

In general, and where applicable, this corridor study is to follow the process outlined in the County's Transportation Corridor Study Public Participation Program Policy, which can be found in Attachment A. Due to the unknowns naturally associated with public involvement and participation, this process may be adapted throughout the study. Please note that this process shows the minimum number of required public meetings. Based on public response, additional public meetings may be necessary.

The following conditions and steps have been adapted to generally follow the process shown in Attachment A.

1. Prior to beginning work, the Consultant shall meet with the County staff. At this meeting, the County will:
   a. release all available information for the project such as previous correspondence; traffic data and planning information; existing right-of-way, utility, and stormwater information; aerial photographs; contour maps; etc.; and
   b. issue a Notice To Proceed.

2. Within ten (10) days after the Notice to Proceed meeting, the draft Public Participation Plan shall be submitted to the County for approval as an attachment to a schedule for the progress and completion of the study. The schedule shall include the establishment of milestone dates for the major work items. The schedule shall be submitted to the County for approval prior to the Consultant beginning work. Periodically, throughout the life of the study, the schedule shall be reviewed and adjusted as necessary to incorporate changes in the work and adjustments to completion dates.

3. Although there is no intent to apply for federal aid, all citizens and federal, state, and local agencies with a possible interest in the project's planning shall be notified at the beginning of the study process. An announcement in the form of an Advance Notification Package shall be prepared by the Consultant for the County's review and approval. The Advance Notification Package shall be prepared in accordance with FDOT's *Project Development & Environment Manual*. Upon the county's approval, the package shall be distributed by the Consultant.

4. If desired by the County, a second notification shall be performed for an introductory or kickoff meeting to introduce the Consultant and inform the public, county officials, and agencies of the initiation of the study in accordance with *FDOT's Project Development & Environment Manual*. The Consultant shall prepare maps of the study area for orientation purposes, and provide the County with a summary of the meeting. Additional contacts shall be maintained throughout the study process where appropriate. For the kickoff meeting the Consultant shall:
   a. prepare public notice and notify officials and interested parties by letter, news releases, telephone, or any other appropriate means;
   b. prepare a formal presentation;
   c. deliver the presentation using knowledgeable staff; and
   d. answer follow-up questions.

The County and consultant will identify appropriate meeting sites and the consultant will make all necessary arrangements to secure the meeting places.

5. The assurance of technical quality and study completeness requires the assembly and preparation of a substantial volume of data, the analysis of that data by experts in several disciplines, and the integration and coordination of the results into cohesive documents. The Consultant and the County's project manager will work closely with other County staff to ensure that the analysis is completed in a timely and competent manner.

   Written progress reports indicating progress on each task, the work remaining, and schedule adherence will be provided monthly. The invoice will not be accepted without a monthly progress report.

6. Throughout the duration of the study, informational meetings may be held to inform local officials of the project's status, and to receive their comments concerning design concepts. These informational meetings shall be held at the discretion of the County and in addition to those shown in the County's Public Participation Program Policy. Presentation materials for these meetings may include copies of aerial photography depicting the design concept(s) and may also include posters and slides as appropriate. The Consultant and staff shall be available within three (3) working days notice to attend or make these informational presentations.

7. The Consultant shall document the public's activities throughout the study period, provide summaries, and respond to the comments received from the public participation, advanced notification, and other community involvement efforts.

8. Copies of all written correspondence between the Consultant and any party pertaining specifically to this study shall be provided to the County within one (1) week of the receipt or mailing of said correspondence.

9. The County will designate a Project Manager who shall be the representative of the County for the project. While it is expected the Consultant shall seek and receive advice from various state, regional, and local agencies, the final direction on all matters for the project shall remain with the County's Project Manager.

B. Public Participation (P^2) Program:

The Consultant will be responsible for preparing a Public Participation Plan in accordance with *Leon County's Public Participation Program* Policy and *FDOT's Project Development and Environment Manual.*

The Consultant and County staff shall be responsible for assisting the CAC with the development of its advisory duties regarding project development, alternative selection, etc., explanation of their place on the Corridor Study Project Team, bylaws and structure project team approach, which will include who can vote and assurance of majority of citizens on committee.

The Consultant shall attend all CAC meetings and keep detailed records and minutes of CAC and Project Team meetings of, but not limited to, all updates, correspondence and responses. The Consultant shall also be responsible for the application and implementation of community involvement techniques that are to be fully described and recorded in the Public Participation Program records.

At a minimum, the Public Participation Program shall include or address the items and conditions listed in Attachment A and the Corridor Study Planning Steps listed above.

C. Data Collection and Preliminary Engineering Report:

The Consultant shall be required to collect available information regarding existing roadway, right-of-way, traffic, environmental, property, and cultural/social data which will be used to identify, develop and analyze various project alternatives. This data shall be collected from all available sources including, but not limited to, researching existing traffic information, GIS information, property appraiser's database, existing surveys information, and field survey as necessary.

The information gathered shall be presented in a Preliminary Engineering Report in accordance with *FDOT's Project Development and Environment Manual* and should establish or re-establish the need for the project.

D. 30 % Plans in accordance with FDOT Phase I Submittal Plans and Preparation Manual:

1. The Consultant will conduct field surveys of the existing conditions within the corridor identified by the CAC and prepare 30% or Phase I Submittal plans for presentation to the CAC in accordance with *FDOT Roadway Plans Preparation Manual (which is available online through FDOT's Homepage).*

E. Alternative Analysis & Final Engineering Report:

1. The Consultant shall take the alternatives (fee calculation shall be based on the iterative analysis of 3 alternatives, with an additional price established in the contract for each alternative over 3) from the Preliminary Engineering Report and overlay them on the 30% Plans for submission to the CAC for a comprehensive evaluation of various transportation design alternatives. Alternative analysis will be in accordance with *FDOT's Project Development and Environment Manual* and shall include the consideration of horizontal and vertical alignment, typical cross section, preliminary right-of-way costs, preliminary drainage to the extent of identifying possible out falls, traffic data, geometry, maintenance of traffic, schematic sketches of intersections, interchanges, preliminary utility information, extent of improvement to locations of retention basins and/or impoundments as may be required, possible location of noise barriers, and other such design features that may be pertinent to the analysis of the environmental, engineering, and permitting impacts. The design of the proposed improvement shall be established and developed in conceptual form and in sufficient detail to permit definitive analysis. The engineering and permitting aspects of each alternate shall be quantified and documented in the report. For each alternative, a plan to control traffic through the work area is to be considered along with other factors in determining the recommended alternative. The types of items to be evaluated include but not limited to the following:
   a. construction costs (includes drainage and stormwater management costs);
   b. right-of-way costs;
   c. engineering design costs (includes permitting);
   d. relocation plan and impacts;
   e. business damages;
   f. pedestrian / bicycle facilities;
   g. transit alternatives;
   h. maintenance of traffic;
   i. comprehensive economic evaluation; and
   j. environmental impacts (includes social/cultural impacts).

   For comparison of alternatives and identification of the preferred alternative, the Consultant shall develop and include in the Final Engineering Report a decision matrix. The matrix shall, at a minimum, include the factors listed above. Alternatives that are not permissible, by a permitting agency, may be analyzed and rejected, but shall not be included in the decision matrix analysis for viable alternatives. Additional guidance for

the development and analysis of alternatives is provided in FDOT's *Project Development and Environment Manual*.

This will include a series of meetings where the Consultant will provide the analysis of alternatives, in plan & profile and cross-section as necessary to identify all potential impacts for CAC review. A State of the Art graphics will be used to illustrate before and after conditions. The Consultant and County staff will provide engineering guidance to address the potential impacts and possible solutions for CAC review. The Consultant will revise the drawings based on comments and resubmit to the CAC/Project Team for further refinement of alternatives. This will be an iterative process that will result in final project identification, which will be identified in the final engineering report. This analysis will increase the probability of developing efficient and effective transportation solutions that are sensitive to the immediate community, cost effective, and environmentally sound alternative and reduce the necessity for decision making based on limited data or intuitive judgement.

The analysis of the alternatives should identify any non-viable alternates and provide documentation for rejection. Based on this alternative analysis, a preferred alternative shall be selected and a conceptual design developed. A conceptual design for the selected alternative shall be included as part of the Final Engineering Report.

Please note that development and analysis of viable and non-viable alternatives will require close coordination with all permitting agencies. Alternatives that are not permissible, by a permitting agency, may be analyzed and rejected.

2. The Final Engineering Report shall summarize the findings of the Alternative Analysis performed by the Consultant, Project Team and public input. The report shall be prepared in customary format and shall present each alternative considered during the P^2 process, the conceptual design drawings and the alternative findings of the Consultant, the CAC and County staff for each alternative. The Final Engineering Report will be in 8-1/2" x 11" format. Foldouts for aerials, schematics, and plan sheets are acceptable and encouraged.

F. Preliminary Roadway Plans

The Consultant shall prepare reproducible Preliminary Roadway Plans based on the selected alternative and conceptual design presented in the Final Engineering Report. These preliminary plans shall be prepared in sufficient detail to define all typical sections and provisions for pedestrians, bicycles, and other modes of transportation included in the study. To ensure sufficient detail the preliminary plans shall:

1. Be added to the 30% plans previously developed; and

2. Show in the preliminary plan sheets the proposed right-of-way boundaries for the selected alternative.

G. Upon selection and approval of the preferred alternative by the Project Team and approval by the Board of County Commissioners, the County may negotiate with the Consultant for the preparation of final design plans and associated engineering services. Upon satisfactory completion of the negotiations, a supplemental agreement shall be executed with the Consultant for the above services. If satisfactory negotiations between the Consultant and County can not be achieved, as determined by the County, the services of the Consultant shall be terminated and the County will follow customary procedures to select another consultant to complete the project design.

H. PRODUCTS TO BE DELIVERED

1. Public Participation Plan ..... 3 draft copies / 1 final copy

2. Advance Notification and Kickoff Package ..... 1 draft copy / 1 final copy

3. Preliminary Engineering Report ..... 10 draft copies/ 15 final copies

4. Final Engineering Report ..... 10 draft copies / 15 final copies

5. 30% Roadway Plans ..... *1 reproducible set (half size) /*
..... 2 blueline sets (full size) / AutoCad Digital File

6. Certified Control Survey Maps ..... 1 reproducible set (half size) / 2 blueline sets /
..... AutoCad Digital File

7. Baseline Control Survey ..... 1 reproducible set (full size) / AutoCad Digital File

8. Survey Deliverables:
Field Books ..... originals
Electronic Data Files ..... *ASCII format*

I. SURVEY REQUIREMENTS

1. General:

The CONSULTANT shall perform *all survey services necessary to prepare the Final* Engineering Report and 30% Plans as parts of the PD&E Study. The survey data must be sufficient to evaluate different alternatives for the right-of-way (ROW) impacts and other parameters included in the PD&E Study. Survey services and deliverable data must be in accordance with the FDOT's current procedures, including special instructions and directions if any, issued in writing by the County's Chief of Survey and Right-of-Way. Survey services must also comply with all pertinent Florida Statutes and applicable rules in the Florida Administrative Code. All field survey data will be furnished in a digital format, readily available for input and use in CADD Design files.

The CONSULTANT will submit Roadway Plans, based upon and referenced to the Control Survey Map, to the COUNTY for review at the following stage of completion with data as specified.

Survey activities may include, but shall not be limited to, the following:
a. Survey Control
b. Alignments
c. Reference Points
d. Bench Levels
e. Topography
f. Roadway Cross-Sections/Profiles
g. Underground Utilities
h. Drainage Survey
i. Outfall, Detention
j. Jurisdictional Line Survey
k. Stake-Out for Borings

2. Roadway Plans:
a. Baseline control as established by the Control Survey Map.
b. Project alignment with station ties and curve data.

c. All existing rights-of-way, including maintained rights-of-way.
d. All pertinent Section line, Quarter Line, Subdivision Boundary and Block, and property ties as established by the Control Survey Map.
e. All blocks, lots and streets within subdivisions that are affected by right-of-way acquisition and/or along the project corridor must be shown.
f. Subdivision names and limits with recording information.
g. All abutting parcels.
h. Cross road alignments.
i. Copies of unrecorded subdivision plats, if available, and copies of field survey notes showing alignment, land line ties and improvements.

3. Control Survey Map:

A Control Survey Map is prepared to provide horizontal position data for the support or control of right-of-way related maps. The Control Survey Map will be certified and must be in accordance with the FDOT standards and will depict, at minimum, the following:

a. Survey Base Line with reference points.
b. Sufficient land line ties. (At a minimum this will include, but not be limited to, Section Line ties, Quarter Section Line ties and, if applicable, Quarter-Quarter Line ties, Property ties and Subdivision Boundary and Block ties.)
c. Recorded subdivisions, condominiums, and cooperatives along with recording data.
d. North arrow and scale of map.
e. All state, county, municipal, and private roads intersecting the survey line.
f. Bearing basis.
g. Source of dimensions.
h. Sufficient general notes.
i. Leon County standard title block.
j. A legend of abbreviations and symbols.
k. The certification by the Professional Surveyor and Mapper on Sheet One as follows:
I hereby certify this control survey was made for the purpose of surveying, referencing, describing and mapping the survey line, and providing horizontal position data for the support or control of right-of-way related maps for the transportation facility shown and depicted hereon. I further certify said survey was done under my responsible charge and is in compliance with the Minimum Technical Standards as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code pursuant to Section 472.027, Florida Statutes.

4. Specifications:

All survey work must be accomplished in accordance with he FDOT's Location Survey Manual, Right-of-Way Mapping Handbook, and Survey Manual. This work must comply with the Minimum Technical Standards for Land Surveyors Rule 61-G17-6, Florida Administrative Code, pursuant to Section 472.027, F.S. and any special instructions from the COUNTY. The survey must comply with the Department of Environmental Protection Rule, Chapter 18-5, F.A.C. pursuant to Chapter 177, Florida Statutes, and the Department of Environmental Protection state jurisdictional boundary surveys where applicable. ATTACHMENT A is the Leon County Transportation Corridor Study Public Participation Program Policy .

IV. REQUIRED SUBMITTALS:

Please provide the following information for each firm that is a part of the team being proposed. Be sure to follow and clearly mark each section of your proposal according to the sections below (A, B, C, etc.)

A. Firm name or Joint Venture, business address and office location, telephone number.

1) If a joint venture, list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) of each firm. If a joint venture, has this joint venture previously worked together? If yes, what projects? A copy of the joint venture agreement should be provided, if available at this time. If the joint venture agreement is not available at this time, then the selection of the firm will be subject to the County receiving and approving the joint venture agreement, prior to negotiating the contract.
2) Address of the office that is to perform the work.
3) Federal Identification Tax Number or Social Security Number.

B. The age of the firm, brief history, and average number of employees over the past five years, present size of firm, nature of services offered, and breakdown of staff by discipline.

C. List projects of a similar nature which best illustrate the experience of the firm and current staff which is being assigned to this project. (List no more than 10 projects, nor projects which were completed more than five (5) years ago.) Provide contact information for the owner's representative for each project listed.

D. List outside consultants to be used on this project. When listing consultants, give the respective specialty of the firm.

E. Give brief resume of key design team members to be assigned to the project including but, not limited to:
1) Name & title
2) How many years with this firm; How many years with other firms
3) Experience: Types of projects; Size of projects (dollar value and size of project); What was the specific project involvement?
4) Education
5) Active registration(s)
6) Other experience and qualifications that are relevant to this project

F. Provide a statement of your understanding of and approach to the project, how you envision your firm meeting the needs of the County, and discuss how your qualifications , sub-consultants, and team members best fit this request for services. Please address your firm's and team's past experience in Transportation related projects, including but not limited to, the elements of Corridor Study (PD&E Study), Transportation Corridor Study Public Participation Program, Roadway Widening, Geometric Design, Stormwater Design and Modeling, Multi-modal Applications, Survey and Right of Way Acquisition, Traffic Engineering Design and Analysis, Environmental Assessment, Geotechnical Engineering, Cost Estimating, and Permitting Processes.

G. Show the organization chart as it relates to the project indicating key personnel and their relationship. It should be understood that it is the intent of Leon County to insist that those indicated as the project team in the RFP response actually execute the project. Develop a chart of individual staff members to be assigned responsibilities and number of days to be provided for each staff member.

If a joint venture, indicate how the work will be distributed between the joint venture partners.

H. REQUIRED FORMS

Provide all of the following forms fully completed and signed:

1. Minority/Women Business Enterprise Participation Plan
2. Equal Opportunity/affirmative Action Statement
3. Insurance Certification Form
4. Certification Regarding Debarment, Suspension, and Other Responsibility Matters, Primary Covered Transactions
5. Affidavit Certification Immigration Laws

V. SELECTION PROCESS

A. The County Administrator shall appoint an Evaluation Committee composed of three to five members who will review all proposals received on time, and select one or more firms for interview based on the responses of each proposer. All meetings of Evaluation Committees subsequent to the opening of the solicitation shall be public meetings. Notice of all meetings shall be posted in the Purchasing Division Offices no less than 72 hours (excluding weekends and holidays) and all respondents to the solicitation shall be notified by facsimile or telephone.

B. The Evaluation Committee will recommend to the Board of County Commissioners (BCC), in order of preference (ranking), up to three (3) firms deemed to be most highly qualified to perform the requested services.

C. The (BCC) will negotiate with the most qualified firm (first ranked firm) for the proposed services at compensation which the BCC determines is fair, competitive, and reasonable for said services.

D. Should the BCC be unable to negotiate a satisfactory contract with the firm considered to be fair, competitive and reasonable, negotiations with that firm shall be formally terminated. The County shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm the Board shall terminate negotiations. The BCC representative shall then undertake negotiations with the third most qualified firm.

E. Should the County be unable to negotiate a satisfactory contract with any of the selected firms, the Board representative shall select additional firms to continue negotiations.

F. Evaluation Criteria: Proposals will be evaluated and ranked on the basis of the following considerations:

1. Experience 30
   Project team experience in past projects of similar magnitude, scope, and complexity; the success of these projects as related to meeting budget, scheduled milestones, and the expectations of the owner; your firm's and team's past experience in Transportation related projects, including but not limited to, the elements of Corridor Study (PD&E Study), Transportation Corridor Study Public Participation Program, Roadway Widening, Geometric Design, Stormwater Design and Modeling, Multi-modal Applications, Survey and Right of Way Acquisition, Traffic Engineering Design and Analysis, Environmental Assessment, Geotechnical Engineering, Cost Estimating, and Permitting Processes.

2.	Approach How the project team will approach the project and the methods they will use to organize, plan, manage, design, and administer the various aspects of the project;	30
3.	Qualifications The qualifications and technical competence of the project team.	20
4.	References	5
5	Minority Business Enterprise Participation	10
6.	Local Preference	5
Total		100

VI. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County, its officials, officers and employees from and against all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fee, to the extent caused by negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this agreement.

The County may, at its sole option, defend itself or require the Contractor to provide the defense. The Contractor acknowledges that the sum of ten dollars ($10.00) of the amount paid to the Contractor constitutes sufficient consideration for the Contractor's indemnification of the County, its officials, officers and employees..

The Contractor shall be liable to the County for any reasonable costs incurred by it to correct, modify, or redesign any portion of the project, which is the subject of the services provided under this Agreement, that is found to be defective or not in accordance with this Agreement, as a result and to the extent caused by the negligence, recklessness, or intentional wrongful conduct on the part of the Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement.

VII. MINORITY/WOMEN BUSINESS ENTERPRISE AND EQUAL OPPORTUNITY POLICIES

A. Minority Business Enterprise (MBE) and Women (MBE) Business Enterprise Requirements

The purpose of the Minority and Women-Owned Business Enterprise (MWBE) Program is to effectively communicate Leon County procurement and contracting opportunities, through enhanced business relationships, to end disparity and to increase participation opportunities for certified minority and women-owned business enterprises in a competitive environment. This program shall:

1. Eliminate any policies and/or procedural barriers that inhibit MBE and WBE participation in our procurement process.

2. Established targets designed to increase MBE and WBE utilization proportionate to documented under utilization.

3. Provide increased levels of information and assistance available to MBE's and WBEs.

4. Implement mechanisms and procedures for monitoring MBE and WBE compliance by prime contractors.

The term "Certified Minority Women Business Enterprise" (MWBE) is defined as Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) firms certified by Leon County, the City of Tallahassee, or the Leon County School Board.

Each Respondent is strongly encouraged to secure MBE and WBE participation through purchase(s) of those goods or services to be provided by others. Firms responding to this RFP are hereby made aware of the County's targets for MBE and WBE utilization. Respondents that require assistance or guidance with these MBE or WBE requirements should contact: Gary W. Johnson, Leon County Minority, Women, and Small Business Enterprise Director, by telephone at (850) 606-1650; fax (850) 606-1651 or by e-mail johnsong@leoncountyfl.gov.

Each Respondent is strongly encouraged to secure MBE and WBE participation through purchase(s) of those goods or services to be provided by others. Firms responding to this bid are hereby made aware of the County's targets for MBE and WBE utilization. Respondents that require assistance or guidance with these MBE or WBE requirements should contact: Gary W. Johnson, Leon County Minority, Women, and Small Business Enterprise Director, by telephone at (850) 606-1650; fax (850) 606-1651 or by e-mail johnsong@leoncountyfl.gov.

Respondent **must complete and submit** the attached Minority and Women Business Enterprise Participation Plan form. Failure to submit the completed Minority and Women Business Enterprise Participation Plan form and, if applicable, a good faith effort letter will result in a determination of non-responsiveness for the bid.

If the aspirational target is not met **you must prepare and attach a separate good faith effort statement**. All respondents, including MBE's, and WBE's shall either meet the aspirational target(s) and if applicable, demonstrate in their bid response that a good faith effort was made to meet the aspirational target(s). **Failure to submit such good faith effort statement will result in the bid being non-responsive**. Below, are policy examples of good faith efforts that respondents can use if they are *not* meeting the aspirational target(s). These examples can be used to demonstrate the good faith effort.

1. Advertising for participation by MWSBEs in non-minority and minority publications within the Market Area, including a copy of the advertisement and proof of the date(s) it appeared – or by sending correspondence, no less than ten (10) days prior to the submission deadline, to all MWSBEs referred to the Bidder by the MWSBE Division for the goods and services to be Subcontracted and/or Supplied.

2. Documentation indicating that the bidding Prime Contractor provided ample time for potential MBE, WBE and SBE Subcontractors to respond to bid opportunities, including a chart outlining the schedule/time frame used to obtain bids from MBE, WBE and SBE Vendors as applicable to the Aspirational Target.

3. Contacting MBEs, WBEs and SBE Vendors who provide the services needed for the bid or proposal, including a list of all MWSBEs that were contacted and the method of contact.

4. Contacting the MWSBE Division for a listing of available MWSBEs who provide the services needed for the bid or proposal, including a list of those MWSBEs who were contacted regarding their participation.

5. Document follow-up telephone calls with potential MWSBE Subcontractors encouraging their participation.

6. Allowing potential MWSBE Subcontractors to review bid specifications, blueprints and all other Bid/RFP related items at no charge to the MWSBEs.

7. Contacting the MWSBE Division, no less than five (5) business days prior to the Bid/RFP deadline, regarding problems they are having in reaching the Aspirational Targets.

8. Other documentation indicating their Good Faith Efforts to meet the aspirational targets.

For goods and/or services to be performed in this project, the following are the aspirational targets for participation by certified MBE's and/or WBE's.

Professional Services Sub-Consultants Targets :
Minority Business Enterprise - 18%
Women Business Enterprise - 9%

As a part of the selection process for this project, the ranking procedure will provide a maximum of ten (10) points of the total score where MBE's and WBE's are used as follows:

MBE and WBE Participation Level for Professional Services Sub-consultants	Points
The Respondent is a joint venture of two or more firms/individuals with a minimum participation in the joint venture of at least 11% by certified MBE or WBE firms/individuals and will meet or exceed both aspirational targets and has identified in the MWBE participation plan the certified MBE and WBE firm(s) that it intends to use.	10
The Respondent certifies that they will meet or exceed both targets through subcontracting to certified MBE and WBE firm(s) aspirational targets and has identified in the MWBE participation plan the certified MBE and WBE firm(s) that it intends to use.	8
The Respondent certifies that they will meet at least 50% of both aspirational targets through subcontracting to certified MBE and WBE firm(s) and has identified in the MWBE participation plan the MBE and WBE firm(s) that it intends to use and has submitted a Good Faith Statement..	6
The Respondent certifies that they will meet at least 20%, but less than 50%, of both aspirational targets through subcontracting to certified MBE and WBE firms and a Good Faith Effort Statement is submitted.	4
The Respondent will not meet the aspirational targets in any form and has submitted a Good Faith Effort Statement based on the guidelines referenced in Section 5 of this Participation Plan to be considered a responsive bidder, but shall receive zero points.	0

Definitions for the above target follows:

a. Minority/Women Business Enterprise (MWBE) - a business that is owned and controlled by at least 51% by one or more minority persons or by at least 51% by one or more women, and whose management and daily operations are controlled by one or more such persons shall constitute a Minority/Women business Enterprise. No business owned or controlled by a white female shall be considered a minority business for the purpose of this program if the ownership was brought about by transfer of ownership interest to the woman or women, other than by decent, within two (2) years following the sale or transfer of ownership. For the purpose of this program, all applicants for certification as a bona fide MWBE shall be an independent business entity which provides a commercially useful function. No business owned and controlled by a white

male and transferred or sold to a minority or woman/women, for the purpose of participation in the County's MWBE Program, shall be considered eligible for MWBE Certification.

b. Minority Person - an individual who is a citizen of the United States or a lawfully admitted permanent resident and who is a(n):

1) African/Black Americans - All persons having origins in any of the Black African racial groups not of Hispanic origins and having community identification as such.

2) Hispanic Americans - All persons (Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race) reared in a Hispanic environment and whose surname is Hispanic and having community identification as such.

3) Asian American - All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands and having community identification as such.

4) American Indians, Alaskan Natives and American Aleuts - All persons having origins in any of the original people of North America, maintaining identifiable tribal affiliations through membership and participation and having community identification as such.

c. Women - American Woman

B. Equal Opportunity/Affirmative Action Requirements

The contractors and all subcontractors shall agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

For federally funded projects, in addition to the above, the contractor shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

In addition to completing the Equal Opportunity Statement, the Respondent shall include a copy of any affirmative action or equal opportunity policies in effect at the time of submission.

VIII. INSURANCE

Respondents' attention is directed to the insurance requirements below. Respondents should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

1. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

   a. General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

   b. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).

   c. Workers' Compensation and Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of $500,000 per accident, $500,000 disease policy limit, $500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.

   d. Professional Liability Insurance, including errors and omissions: for all services provided under the terms of this agreement with minimum limits of One Million and 00/100 ($1,000,000.00) Dollars per occurrence; or claims made form with "tail coverage" extending four (4) years beyond the term of the agreement. Proof of "tail coverage" must be submitted with the invoice for final payment. In lieu of "tail coverage", Respondent may submit annually to the County a current Certificate of Insurance proving claims made insurance remains in force throughout the same four (4)-year period.

2. Deductibles and Self-Insured Retentions

   Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

3. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:

   a. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).

      1. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.

      2. The Contractor's insurance coverage shall be primary insurance as respects the County, it officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

      3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.

4. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.

b. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

4. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

5. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time. Certificates of Insurance acceptable to the County shall be filed with the County prior to the commencement of the work. These policies described above, and any certificates shall specifically name the County as an additional Insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the County.

Cancellation clauses for each policy should read as follows:

Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.

6. Subcontractors. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

IX. TRAVEL EXPENSES

Consultant travel which is not covered within the scope of the consultant's contract and which is billed separately to the County on a cost reimbursement basis must receive prior approval and will be reimbursed in accordance with the Leon County Travel Policy. Travel expenses shall be limited to those expenses necessarily incurred in the performance of a public purpose authorized by law to be performed by the Leon County Board of County Commissioners and must be within limitations described herein and in Ch. 112.06, Florida Statutes. Consultants and contractors, traveling on a cost reimbursement basis, must have their travel authorized by the department head from whose budget the travel expenses will be paid and the County Administrator

X. ETHICAL BUSINESS PRACTICES

A. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other

particular matter, subcontract, or to any solicitation or proposal therefor.

B. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

C. The Board reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

PROPOSAL RESPONSE COVER SHEET

This page is to be completed and included as the cover sheet for your response to the Request for Proposals.

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all bids in the best interest of Leon County.

Keith M. Roberts, Purchasing Director

Brian DesLoge, Chairman
Leon County Board of County Commissioners

This bid response is submitted by the below named firm/individual by the undersigned authorized representative.

_____
(Firm Name)

BY _____
(Authorized Representative)

_____
(Printed or Typed Name)

ADDRESS _____

_____

CITY, STATE, ZIP _____

TELEPHONE _____

FAX _____

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials _____

Addendum #2 dated _____ Initials _____

Addendum #3 dated _____ Initials _____

RFP Title: Request for Proposals for Bannerman Road Corridor Study
Proposal Number: BC-04-29-09-28
Opening Date: Wednesday, April 29, 2009 at 2:00 PM

STATEMENT OF NO PROPOSAL

We, the undersigned, have declined to respond to the above referenced RFP for the following reasons:

_____ We do not offer this service

_____ Our schedule would not permit us to perform.

_____ Unable to meet specifications

_____ Others (Please Explain)

_____

_____

_____

_____

We understand that if the no-bid letter is not executed and returned, our name may be deleted from the list of qualified bidders for Leon County.

Company Name _____

Signature _____

Name (Print/Type) _____

Telephone No. _____

FAX No. _____

MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) PARTICIPATION PLAN REQUESTS FOR PROPOSALS (RFP)

Respondent: _____

All respondents, including Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs), shall complete and submit this M/WBE Participation Plan with their proposal. **This submitted MWBE Participation Plan shall include completion of Tables 2, 3, 4, certification signature and submittal of a Good Faith Effort Statement if necessary (See Section 5).**

"Certified Minority Business Enterprise (MBE) and Women Business Enterprise (WBE)" are firms certified by Leon County or the City of Tallahassee. State of Florida certification of MBE's and WBE's are not accepted by Leon County.

Section 1:
a) Aspirational Targets for M/WBE Participation. The aspirational targets for this project are identified in Table 1.

Table 1
Aspirational Targets

M/WBE Classification	Aspirational Targets
1. Certified Minority Business Enterprises (MBE)	18% of the total anticipated contract value; and
2. Certified Women Business Enterprises (WBE)	9% of the total anticipated contract value

b) MWBE Points. As part of the selection process for the project, the evaluation process will include a maximum MWBE utilization total score of ten (10) points as listed in Table 2 below.

Table 2
Points for MBE and WBE Participation Levels
(Professional Services Sub-consultant)M/WBE Participation Levels Points

Please check the appropriate box to designate the level of participation that will be a contractual commitment. MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION PLAN	Points
☐ The Respondent is a joint venture of two or more firms/individuals with a minimum participation in the joint venture of at least 11% by certified MBE or WBE firms and will meet or exceed both aspirational targets.	10
☐ The Respondent certifies that they will meet or exceed both aspirational targets through subcontracting to certified MBE and WBE firms.	8
☐ The Respondent certifies that they will meet at least 50% of both aspirational targets through subcontracting to certified MBE and WBE firms and a Good Faith Effort Statement is submitted **based on the guidelines referenced in Section 5 of this Participation Plan**.	6
☐ The Respondent certifies that they will meet at least 20%, but less than 50%, of both aspirational targets through subcontracting to certified MBE and WBE firms and a Good Faith Effort Statement is submitted **based on the guidelines referenced in Section 5 of this Participation Plan**.	4
☐ The Respondent will not meet the aspirational targets in any form and has submitted a Good Faith Effort Statement based on the guidelines referenced in Section 5 of this Participation Plan to be considered a responsive bidder, but shall receive zero points.	0

Section 2 - Respondent's Proposed MBE and WBE Participation. Respondent shall complete Table 3, identifying each certified MBE and/or WBE firm they intend to use on this project. Attach additional sheets as necessary.

Table 3
MBE and WBE Intended Utilization

Firm's Name (Requires Leon County or City of Tallahassee MWBE certification)[1]	Firm's Location Address (Must be in Leon, Gadsden, Jefferson or Wakulla Counties, FL to be certified)	Firm's Telephone Number	Ethnic Group[2] (B, A, H, N, F)	Type of Service to Provide
Minority Business Enterprise(s)				
a.				
b.				
c.				
d.				
e.				
Women Business Enterprise(s)				
a.			F	
b.			F	
c.			F	
d.			F	
e.			F	

[1] *Certification* – Attach and submit a copy of each MBE and WBE certification with the proposal.
[2] Ethnic Group – Use of the following abbreviations: (a) MBE's include: African American (B), Asian American (A), Hispanic American (H) and Native American (N) owned firms; (b) WBEs include Non-Minority Female (F) owned firms.

If you do not list MBE's and WBE's to meet the listed total aspirational targets, you must complete and submit a **Good Faith Effort** statement. Failure to submit a **Good Faith Effort** statement will result in a non-responsive determination of your submittal, resulting in no consideration of your submittal.

Section 3 - Non-MWBE Subcontractors. Respondent shall complete Table 4 to identify non-MBE's or WBE's subcontractors it anticipates utilizing on the project.

Table 4

Non-MBE and WBE Intended Utilization			
Firm's Name	**Firm's Address**	**Firm's Phone #**	**Type of Service to Provide**
a.			
b.			
c.			
d.			
e.			

Section 4 – Certification - The respondent certifies, acknowledges and agrees that: (1) it has read the M/WBE Participation Plan form; (2) the information the respondent has provided in its submitted Participation Plan and attachments thereto are true and correct; and (3) the undersigned is authorized on behalf of the respondent to make such certification.

Signature _____ Title _____ Date _____

Section 5 - General Good Faith Effort Guidelines - A Good Faith Effort statement is required if the Plan does not meet the aspirational target(s) for M/WBE utilization. All respondents, including MBEs and WBEs, shall either meet the aspirational targets or demonstrate in their bid response that a good faith effort was made to meet the aspirational targets. **Failure to submit such Good Faith Effort statement *will result in the RFP being non-responsive***. Policy examples of good faith efforts that respondents can use to demonstrate the good faith efforts they have made follow:

1. Advertising for participation by M/WBEs in non-minority and minority publications within the Market Area, including a copy of the advertisement and proof of the date(s) it appeared – or by sending correspondence, no less than ten (10) days prior to the submission deadline, to all M/WBEs referred to the respondent by the MWSBE Division for the goods and services to be Subcontracted and/or Supplied.
2. Documenting that the bidding Prime Contractor provided ample time for potential MBE and WBE Subcontractors to respond to bid opportunities, including a chart outlining the schedule/time frame used to obtain bids from MBE and WBE Vendors as applicable to the Aspirational Target.
3. Contacting the MWSBE Division for a listing of available M/WBEs who provide the services needed for the bid or proposal.
4. Contacting MBEs and WBEs who provide the services needed for the bid or proposal, including a list of all M/WBEs that were contacted and the method of contact.
5. Documenting follow-up telephone calls with potential M/WBE Subcontractors encouraging their participation.
6. Allowing potential M/WBE Subcontractors to review bid specifications, blueprints and all other Bid/RFP related items at no charge to the M/WBEs.
7. Contacting the MWSBE Division, no less than five (5) business days prior to the Bid/RFP deadline, regarding problems the respondent is having in reaching the Aspirational Targets.
8. Other documentation indicating their Good Faith Efforts to meet the aspirational targets.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: _____

Title: _____

Firm: _____

Address: _____

_____

INSURANCE CERTIFICATION FORM

To indicate that Bidder/Respondent understands and is able to comply with the required insurance, as stated in the bid/RFP document, Bidder/Respondent shall submit this insurances sign-off form, signed by the company Risk Manager or authorized manager with risk authority.

A. Is/are the insurer(s) to be used for all required insurance (except Workers' Compensation) listed by Best with a rating of no less than A:VII?

☐ YES ☐ NO

Commercial General Liability:	Indicate Best Rating: Indicate Best Financial Classification:	_____ _____
Business Auto:	Indicate Best Rating: Indicate Best Financial Classification:	_____ _____
Professional Liability:	Indicate Best Rating: Indicate Best Financial Classification:	_____ _____

1. Is the insurer to be used for Workers' Compensation insurance listed by Best with a rating of no less than A:VII?

☐ YES ☐ NO

Indicate Best Rating: _____
Indicate Best Financial Classification: _____

If answer is NO, provide name and address of insurer:

_____

_____

_____

2. Is the Respondent able to obtain insurance in the following limits (next page) as required for the services agreement?

☐ YES ☐ NO

Insurance will be placed with Florida admitted insurers unless otherwise accepted by Leon County. Insurers will have A.M. Best ratings of no less than A:VII unless otherwise accepted by Leon County.

Required Coverage and Limits

The required types and limits of coverage for this bid/request for proposals are contained within the solicitation package. Be sure to carefully review and ascertain that bidder/proposer either has coverage or will place coverage at these or higher levels.

Required Policy Endorsements and Documentation

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Endorsements to insurance policies will be provided as follows:

Additional insured (Leon County, Florida, its Officers, employees and volunteers) - General Liability & Automobile Liability

Primary and not contributing coverage- General Liability & Automobile Liability

Waiver of Subrogation (Leon County, Florida, its officers, employees and volunteers)- General Liability, Automobile Liability, Workers' Compensation and Employer's Liability

Thirty days advance written notice of cancellation to County - General Liability, Automobile Liability, Worker's Compensation & Employer's Liability.

Professional Liability Policy Declaration sheet as well as claims procedures for each applicable policy to be provided

Please mark the appropriate box:

Coverage is in place ☐ Coverage will be placed, without exception ☐

The undersigned declares under penalty of perjury that all of the above insurer information is true and correct.

Name _____ Signature _____
Typed or Printed

Date _____ Title _____
(Company Risk Manager or Manager with Risk Authority)

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, And OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

1. The prospective primary participant 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 been convicted of or had a civil judgement 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 statues 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 these offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3. No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

_____
Signature

_____
Title

_____
Contractor/Firm

_____
Address

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

Leon County will not intentionally award County contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) {Section 274a(e) of the Immigration and Nationality Act ("INA").

Leon County may consider the employment by any Contractor of Unauthorized Aliens a violation of Section 274A(e) of the INA. **Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by Leon County.**

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

Company Name: _____

Signature: _____ Title: _____

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20__.

Personally known _____

_____
NOTARY PUBLIC

OR Produced identification_____

Notary Public - State of _____

_____
(Type of identification)

My commission expires:_____

_____
Printed, typed, or stamped
commissioned name of notary public

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

LEON COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.

LOCAL VENDOR CERTIFICATION

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and

b) Holds any business license required by the County, and, if applicable, the City of Tallahassee; and

c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

Please complete the following in support of the self-certification and submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name:	Phone:
Current Local Address:	Fax:
If the above address has been for less than six months, please provide the prior address. Length of time at this address	

_____ _____
Signature of Authorized Representative Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____day of_____, 20___.
By _____, of _____,
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)
a _____ corporation, on behalf of the corporation. He/she is personally known to me
(State or place of incorporation)
or has produced _____as identification.
(type of identification)

_____
Signature of Notary

_____
Print, Type or Stamp Name of Notary

_____
Title or Rank

_____
Serial Number, If Any

Return Completed form with supporting documents to:

Leon County Purchasing Division
2284 Miccosukee Road
Tallahassee, Florida 32308

ATTACHMENT A

15.14

Board of County Commissioners
Leon County, Florida

Policy No. 03-07

Title: Transportation Corridor Study Public Participation (p2) Program

Date Adopted: April 22, 2003

Effective Date: April 22, 2003

Reference: Board of County Commissioners Policies:
- No. 00-5, "Volunteer Boards and Committees"
- No. 97-9, "Voting Conflicts on Boards, Committees, Councils, and Authorities"
- No. 96-4, "Policy on Public Records Law and E-Mail"

Florida Statutes (2002)
- Chapter 119, "Florida's Public Records Law"
- Section 286.011, "Florida Government in the Sunshine Law"
- Section 112.3143, "Voting Conflicts"
- Section 112.313, "Standards of Conduct"

Policy Superseded: None

It shall be the policy of the Board of County Commissioners of Leon County, Florida (the Board),that a new policy entitled "Transportation Corridor Study Public Participation (p2) Program" (the Policy) is hereby adopted, to wit:

1. Approved Name of Program

The Leon County Transportation Corridor Study Public Participation Program may hereafter be referred to as the p2 (pronounced "p-squared") Program.

2. Authority, Purpose, Intent, and Scope

a. The authority set forth herein is delegated to the County Administrator.

b. The purpose of this Policy is to ratify and reaffirm the public participation program first approved by the Board in November 1993 for use by Leon County (the County) in its transportation corridor planning process.

c. The intent of this Policy is to augment the traditional transportation corridor public meeting/hearing process by including citizens, appointed by the Board, in the transportation corridor study consensus building process. This inclusion is intended to include those communities impacted by the County's transportation projects as part of the evolution of the projects, thereby lessening any tensions about how their community might be impacted by the project. During the course of the corridor study conducted in accordance with this Policy, the intent is to reach a consensus about the type of improvements the corridor should receive. This Policy is also intended to clarify the roles of the citizens, consultants, and County staff in the implementation of the corridor study process.

d. The policies and process contained herein shall govern all County transportation corridor studies and shall apply retroactively to any transportation corridors being studied or in the design and construction stage on the date of the adoption of this Policy.

3. Responsible Departments and Individuals

a. Unless specifically directed otherwise by the County Administrator, the Public Works Department (the Department) is charged with the responsibility of assuring that the County's transportation corridor study process is implemented in accordance with the procedures set forth in this Policy.

b. The Department Director shall appoint a Project Manager and an Engineer of Record to be responsible for the implementation of each corridor study. Unless otherwise directed by the County Administrator, the Transportation Coordinator shall be appointed as the Project Manager.

c. An engineering consultant, retained in accordance with this Policy, shall also assist with the implementation of the corridor study under the direction of the Project Manager and the Engineer of Record.

d. The County Attorney's Office and the Tallahassee-Leon County Planning Department shall be invited to attend each meeting in the corridor study process.

4. Citizen's Advisory Committee

a. Each of the seven Board members shall appoint a citizen to a seven-member Citizen's Advisory Committee (the CAC) that shall participate in the corridor study process. The CAC shall operate in accordance with Board Policy No. 00-5, "Volunteer Boards and Committees".

b. In addition to the requirements of the Board Policy No. 00-5, the CAC By-laws shall contain the following provisions:

(1) The CAC shall report to the Board through its Department of Public Works Director . The County's Transportation Coordinator shall be responsible for assisting the CAC with its reporting responsibilities.

(2) The CAC shall provide a Corridor Study Final Report to the Director summarizing the CAC's recommendations for improvements to the corridor being studied (the "Final Report"). The Final Report, in conjunction with the Director's final set of re0commendations, shall be presented to the Board in workshop format for its use and consideration in making decisions regarding the project.

(3) Members of the CAC shall serve until completion of the corridor being studied, except as otherwise provided in the By-laws.

(4) No member of the CAC, nor a relative of any member of the CAC, shall be the owner, tenant, or occupant of a property adjoining the corridor being studied, nor shall any member or member's relative be employed by an owner, tenant, or occupant of a property adjoining the corridor being studied. For purposes of this Article, the term "relative" includes any father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law.

5. p2 Program Process

The p2 Program shall be implemented in the following general format:

a. A need for the study of a County owned transportation facility is identified in either the Tallahassee-Leon County Long Range Transportation Plan or the Leon County Capital Improvement Plan, and/or under the direction of the Director of the Department of Public Works (the Director).

b. The Director presents such need to the County Administrator, and upon the Administrator's approval, the matter is presented to the Board for its review and approval.

c. Upon Board approval of the corridor study, staff proceeds with the hiring of an engineering consultant (the Consultant) by preparing a Request for Proposals (RFP) and Scope of Services (Scope) in accordance with the Board Policies regarding the consultant selection process.

d. The RFP and Scope are presented to the Board for its approval before moving forward with the advertisement in accordance with Board Policy.

e. Upon completion of the consultant selection process, staff presents its findings and recommendations to the Board for approval and requests permission to enter into the fee negotiation phase. Staff also requests the Board to prepare for its appointment of the CAC.

f. Upon completion of the fee negotiation phase, staff presents its findings to the Board for approval and the Consultant is subsequently retained. Staff also requests at that time that the CAC be appointed.

g. Upon issuance of the Notice to Proceed, a "kickoff" meeting is held with the consultants to discuss the p2 Program and the specifics of the corridor study.

h. Within two weeks of the "kickoff" meeting, the Consultant presents to staff its detailed description and analysis of the public participation needed to conduct a successful corridor study. The description and analysis contains a detailed schedule showing:

(1) The proposed number of required CAC meetings and general public meetings, and the purpose of each meeting;

(2) The proposed schedule of the presentation of specific data and analysis;

(3) The multi-media sources that will be used during Board, CAC, and public meetings;

(4) The proposed schedule for the Board workshops that will be conducted; and

(5) The proposed number of corridor design alternatives that will be analyzed.

i. Prior to participating in any part of the corridor study, each member of the CAC shall complete an orientation regarding their legal responsibilities and their role in the p2 Program.

j. At the first meeting of the CAC, the Consultant, and staff the project justification, goals, and purpose will be presented along with the roles and responsibilities of each individual participating in the corridor study process.

k. During the corridor study process, staff shall update the Board of its findings at no fewer than two Board workshops.

(1) The first Board workshop shall present to the Board the corridor design alternatives recommended by staff and the Consultant based on the input of the CAC. Staff shall request approval by the Board to proceed with the corridor study using the recommended corridor design alternatives.

(2) The last Board workshop shall present to the Board the final corridor design alternative recommended by staff and the Consultant based on the CAC's Final Report.

(3) There may be additional Board workshops scheduled as deemed necessary by the County Administrator.

l. Upon final Board approval of the final corridor design, the CAC will be dissolved in accordance with Board Policy.

6. <u>CAC Corridor Study Final Report</u>

a. The CAC's Corridor Study Final Report (the Final Report) shall contain general summary information about the type of transportation improvements the CAC would prefer to see implemented on the corridor.

b. The Final Report is be intended to be used by staff and the Consultant to create the Department's final list of recommendations to the Board for typical sections and cost estimates for the transportation project.

c. In the event that the Final Report reflects differences with the final corridor design alternative recommended by staff and the Consultant, staff will include in its workshop presentation to the Board a comparison of the Final Report with the staff recommendation, and highlight where the differences exist.

BANNERMAN ROAD CORRIDOR STUDY
LEON COUNTY BOARD OF COUNTY COMMISSIONERS
FEE ESTIMATE SUMMARY

3/8/2010

RS&H STAFF HOUR AND FEE ESTIMATE	Total
ENGINEERING ANALYSIS and REPORTS	
DATA COLLECTION	484
NEEDS	66
DESIGN ANALYSIS	888
COMPARATIVE ANALYSIS OF ALTERNATIVES	289
PRELIMINARY FINAL ENGINEERING REPORT	520
ENVIRONMENTAL ANALYSIS and REPORTS	
SOCIAL AND CULTURAL IMPACTS	232
NATURAL IMPACTS	206
PHYSICAL IMPACTS	176
PUBLIC INVOLVEMENT COORDINATION	60
MEETINGS	64
QA/QC and PROJECT MANAGEMENT	250
Subtotal - RS&H:	*3235*
Weighted Average Rate	*$115.65*
SUBTOTAL RS&H FEE*	$374,138
*Note: Registe-Sliger will share portion of final roadway fee	
SUBCONSULTANTS:	
SURVEY (HSA)	$196,893
STORMWATER (LPA GROUP)	$150,265
PUBLIC PARTICIPATION (GREADINGTON)	$132,135
RIGHT OF WAY (KEYSTONE)	$99,900
GEOTECHNICAL (EGS)	$36,808
TRAFFIC DATA (MARLIN)	$3,600
SUBCONSULTANT SUBTOTAL	$619,602
TOTAL LUMP SUM:	**$993,740**
OPTIONAL SERVICES (Visual Impacts & Aesthetics):	$ 5,297

RFP Title: Request for Proposals for Bannerman Road Corridor Study
Proposal Number: BC-04-29-09-28
Opening Date: Wednesday, April 29, 2009 at 2:00 PM

MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) PARTICIPATION PLAN
REQUESTS FOR PROPOSALS (RFP)

Respondent: Reynolds, Smith and Hills, Inc.

All respondents, including Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs), shall complete and submit this M/WBE Participation Plan with their proposal. **This submitted MWBE Participation Plan shall include completion of Tables 2, 3, 4, certification signature and submittal of a Good Faith Effort Statement if necessary (See Section 5).**

"Certified Minority Business Enterprise (MBE) and Women Business Enterprise (WBE)" are firms certified by Leon County or the City of Tallahassee. State of Florida certification of MBE's and WBE's are not accepted by Leon County.

Section 1:
a) Aspirational Targets for M/WBE Participation. The aspirational targets for this project are identified in Table 1.

Table 1
Aspirational Targets

M/WBE Classification	Aspirational Targets
1. Certified Minority Business Enterprises (MBE)	18% of the total anticipated contract value; and
2. Certified Women Business Enterprises (WBE)	9% of the total anticipated contract value

b) MWBE Points. As part of the selection process for the project, the evaluation process will include a maximum MWBE utilization total score of ten (10) points as listed in Table 2 below.

Table 2
Points for MBE and WBE Participation Levels
(Professional Services Sub-consultant)M/WBE Participation Levels Points

Please check the appropriate box to designate the level of participation that will be a contractual commitment. MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION PLAN	Points
☐ The Respondent is a joint venture of two or more firms/individuals with a minimum participation in the joint venture of at least 11% by certified MBE or WBE firms and will meet or exceed both aspirational targets.	10
☒ The Respondent certifies that they will meet or exceed both aspirational targets through subcontracting to certified MBE and WBE firms.	8
☐ The Respondent certifies that they will meet at least 50% of both aspirational targets through subcontracting to certified MBE and WBE firms and a Good Faith Effort Statement is submitted **based on the guidelines referenced in Section 5 of this Participation Plan.**	6
☐ The Respondent certifies that they will meet at least 20%, but less than 50%, of both aspirational targets through subcontracting to certified MBE and WBE firms and a Good Faith Effort Statement is submitted **based on the guidelines referenced in Section 5 of this Participation Plan.**	4
☐ The Respondent will not meet the aspirational targets in any form and has submitted a Good Faith Effort Statement based on the guidelines referenced in Section 5 of this Participation Plan to be considered a responsive bidder, but shall receive zero points.	0

RFP Title: Request for Proposals for Bannerman Road Corridor Study
Proposal Number: BC-04-29-09-28
Opening Date: Wednesday, April 29, 2009 at 2:00 PM

Section 2 - Respondent's Proposed MBE and WBE Participation. Respondent shall complete Table 3, identifying each certified MBE and/or WBE firm they intend to use on this project. Attach additional sheets as necessary.

Table 3
MBE and WBE Intended Utilization

Firm's Name (Requires Leon County or City of Tallahassee MWBE certification)[1]	Firm's Location Address (Must be in Leon, Gadsden, Jefferson or Wakulla Counties, FL to be certified)	Firm's Telephone Number	Ethnic Group[2] (B, A, H, N, F)	Type of Service to Provide
Minority Business Enterprise(s)				
a. Registe, Sliger Engineering, Inc.	1427 N Bronough Street Tallahassee, FL 32303	850.894.4521	B	alternative alignment development
b. Barbara A. Greadington & Associates	231-A East Virginia Street Tallahassee, FL 32301	850.309.7510	B	public participation
c.				
d.				
e.				
Women Business Enterprise(s)				
a. HSA Consulting Group	1648 Metropolitan Circle Suite B Tallahassee, FL 32308	850.309.7510	F	surveying
b. Keystone Field Services, Inc.	1466 Lee Avenue Tallahassee, FL 32303	850.877.7185	F	right-of-way appraisal
c. Environmental and Geotechnical Specialists	3154 Eliza Road Tallahassee, FL 32308	850.386.1253	F	geotechnical
d.			F	
e.			F	

[1] Certification – Attach and submit a copy of each MBE and WBE certification with the proposal.
[2] Ethnic Group – Use of the following abbreviations: (a) MBE's include: African American (B), Asian American (A), Hispanic American (H) and Native American (N) owned firms; (b) WBEs include Non-Minority Female (F) owned firms.

If you do not list MBE's and WBE's to meet the listed total aspirational targets, you must complete and submit a **Good Faith Effort** statement. Failure to submit a **Good Faith Effort** statement will result in a non-responsive determination of your submittal, resulting in no consideration of your submittal.

RFP Title: Request for Proposals for Bannerman Road Corridor Study
Proposal Number: BC-04-29-09-28
Opening Date: Wednesday, April 29, 2009 at 2:00 PM

Section 3 - Non-MWBE Subcontractors. Respondent shall complete Table 4 to identify non-MBE's or WBE's subcontractors it anticipates utilizing on the project.

Table 4

Non-MBE and WBE Intended Utilization			
Firm's Name	**Firm's Address**	**Firm's Phone #**	**Type of Service to Provide**
a. Marlin Engineering, Inc.	1500 Mahan Drive, Suite 100 Tallahassee, FL 32308	850.216.3270	traffic data collection
b. Janus Research	1300 N Westshore Blvd., Suite 100 Tampa, FL 33607	813.636.8200	cultural resources
c. The LPA Group, Inc.	1320 Executive Center Drive Atkins Building, Suite 100 Tallahassee, FL 32301	850.205.0460	stormwater & public participation program
d.			
e.			

Section 4 – Certification - The respondent certifies, acknowledges and agrees that: (1) it has read the M/WBE Participation Plan form; (2) the information the respondent has provided in its submitted Participation Plan and attachments thereto are true and correct; and (3) the undersigned is authorized on behalf of the respondent to make such certification.

Signature Rick Chase Title **Vice President** Date **April 27, 2009**

Section 5 - General Good Faith Effort Guidelines - A Good Faith Effort statement is required if the Plan does not meet the aspirational target(s) for M/WBE utilization. All respondents, including MBEs and WBEs, shall either meet the aspirational targets or demonstrate in their bid response that a good faith effort was made to meet the aspirational targets. **Failure to submit such Good Faith Effort statement will result in the RFP being non-responsive.** Policy examples of good faith efforts that respondents can use to demonstrate the good faith efforts they have made follow:

1. Advertising for participation by M/WBEs in non-minority and minority publications within the Market Area, including a copy of the advertisement and proof of the date(s) it appeared – or by sending correspondence, no less than ten (10) days prior to the submission deadline, to all M/WBEs referred to the respondent by the MWSBE Division for the goods and services to be Subcontracted and/or Supplied.
2. Documenting that the bidding Prime Contractor provided ample time for potential MBE and WBE Subcontractors to respond to bid opportunities, including a chart outlining the schedule/time frame used to obtain bids from MBE and WBE Vendors as applicable to the Aspirational Target.
3. Contacting the MWSBE Division for a listing of available M/WBEs who provide the services needed for the bid or proposal.
4. Contacting MBEs and WBEs who provide the services needed for the bid or proposal, including a list of all M/WBEs that were contacted and the method of contact.
5. Documenting follow-up telephone calls with potential M/WBE Subcontractors encouraging their participation.
6. Allowing potential M/WBE Subcontractors to review bid specifications, blueprints and all other Bid/RFP related items at no charge to the M/WBEs.
7. Contacting the MWSBE Division, no less than five (5) business days prior to the Bid/RFP deadline, regarding problems the respondent is having in reaching the Aspirational Targets.
8. Other documentation indicating their Good Faith Efforts to meet the aspirational targets.