

June 19, 2017



AGENDA ITEM 6 C

**SOUTHWEST AREA TRANSPORTATION PLAN  
CONSULTANT APPROVAL/CONTRACT AUTHORITY**

TYPE OF ITEM: Action

**STATEMENT OF ISSUE**

Staff is seeking Board approval of Kimley-Horn & Associates, Inc. (KHA) as the consultant for the Southwest Area Transportation Plan, and for approval of the CRTPA Chair and Executive Director to authorize and administer the contract with KHA.

**RECOMMENDED ACTION**

- Option 1: Approve Kimley-Horn & Associates as the Southwest Area Transportation Plan consultant.
- Option 2: Provide the CRTPA Chairperson, Commissioner Curtis Richardson, the authority to sign the contract, and the CRTPA Executive Director, Greg Slay, the authority to administer the executed contract.

**HISTORY AND ANALYSIS**

**Background**

On March 26, 2017 CRTPA staff released the Request for Proposals (RFPs) for the Southwest Area Transportation Plan (SATP). This plan will investigate opportunities for multimodal improvements in the Orange Avenue (Capital Circle, Southwest to Monroe Street), Springhill Road (Capital Circle, Southwest to Orange Avenue) and Lake Bradford Road (Capital Circle, Southwest to Stadium Drive) corridors.

Ultimately, the results of the project will produce individual master plans for each of the corridors that will provide guidance for future Project Development and Environment (P&DE) studies and/or the implementation of improvements should a PD&E not be required.

### Consultant Selection Process

The RFP contained a schedule of events for the selection of a consultant to perform the work associated with the SATP. Per the RFP, on April 27, 2017, four (4) proposals were submitted for consideration. Upon review, one of the four was disallowed, which left proposals from:

1. Kimley-Horn & Associates, Inc.,
2. Michael Baker International, and
3. Stantec

Since there were only three submittals remaining, staff opted to eliminate the shortlisting process and have the remaining consultant teams present/interview with the Consultant Selection team which consisted of Autumn Calder (Blueprint), Charles Hargraves (Blueprint), Jack Kostrzewa (CRTPA), and Greg Slay (CRTPA).

The presentations/interviews were held on May 23, 2017, with the results being (in rank order):

1. Kimley-Horn & Associates, Inc. – 160.00 points out of 175
2. Stantec – 121.25 out of 175 points
3. Michael Baker International – 117.50 out of 175 points

The Final Ranking was posted on May 24, 2017.

### NEXT STEPS

Upon CRTPA approval, staff will begin the negotiating and contract phase.

### OPTIONS

Option 1: Approve Kimley-Horn & Associates as the Southwest Area Transportation Plan consultant.  
(Recommended)

Option 2: Provide the CRTPA Chairperson, Commissioner Curtis Richardson, the authority to sign the contract, and the CRTPA Executive Director, Greg Slay, the authority to administer the executed contract.  
(Recommended)

Option 3: CRTPA Board Discretion.

### ATTACHMENT

Attachment 1: SATP Request for Proposals  
Attachment 2: SATP Scope of Services



**REQUEST FOR PROPOSALS**  
**Southwest Area Transportation Plan**  
**RFP NO. RFP 0037-17-RWT-RC**

**March 26, 2017**

**Request For Proposals**

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## **SECTION 1.0 GENERAL INFORMATION**

The Capital Region Transportation Planning Agency (CRTPA) and Blueprint Intergovernmental Agency (BP) are partnering to conduct the Southwest Area Transportation Plan. This Plan will assess several corridors in Southwest Tallahassee/Leon County to develop a coordinated land use/transportation plan that addresses future mobility needs and supports future development in a form that is consistent to the vision of surrounding communities.

To complete this effort, a multi-disciplined consulting team is needed to perform and complete varying tasks that will require coordination between numerous organizations as well as meet the demands of being consistent with FDOT standards.

The three corridors included in the Southwest Area Transportation Plan are:

- **Orange Avenue – Capital Circle, Southwest to Monroe Street (approximately 4.35 miles)**
- **Lake Bradford Road - Capital Circle, Southwest to Stadium Drive (approximately 3.37 miles)**
- **Springhill Road - Capital Circle, Southwest to Lake Bradford Road (approximately 2.14 miles)**

Ultimately, this plan will utilize, for example, Complete Streets and the FDOT Roundabout Policy, to create options that local jurisdictions would like to see considered in the currently programmed Orange Avenue Project and Development Study (PD&E) and any potential future PD&E studies on Lake Bradford Road and Springhill Road.

The major tasks associated with this project include public involvement, data collection, and option development and assessment.

## **SECTION 2.0 SCOPE-OF-SERVICES**

**See Scope-of-Services (Attachment A)**

## **SECTION 3.0 SCHEDULE OF EVENTS**

The proposed time schedule as related to this procurement is as follows:

<b>EVENT</b>	<b>DATE/TIME</b>
Release of RFP	March 26, 2017
Deadline for Questions/Inquiries	April 13, 2017
Proposal Due Date/Time (Deadline) by 4:30PM	April 27, 2017
Scoring/Ranking of Proposals and Shortlist Teams	May 9, 2017
Presentations and Interviews of Short-listed Teams	May 25, 2017
Final Scoring/Ranking and Recommended Team	May 25, 2017
Anticipated Award	June 19, 2017

## **SECTION 4.0 REQUESTS FOR CLARIFICATIONS**

ALL questions concerning this RFP must be directed in writing to **Robert Threewitts PROCUREMENT SERVICES DIVISION, PHONE: (850) 891-8025, E-MAIL: Robert.Threewitts@talgov.com or through FRS TDD at 771**. All telephone conversations are considered to be unofficial responses and will not be binding. Changes to this RFP may be made by issuance of an addendum.

## **SECTION 5.0 PROPOSAL REQUIREMENTS**

- 5.1 A prospective service provider's response to this Request for Proposals should, at a minimum, include the following information as provided in **TAB 1** thru **TAB 7**, herein, in 12 point, Times New Roman font. Please note that the **PROPOSAL** should address the requirements in a clear and concise manner in the order stated herein. **PROPOSALS** that do not adhere to the following format or include the requested information/documents will be incomplete and therefore non-responsive.
- 5.2 **PROPOSALS** must be separately tabbed as follows and must include the information/documents specified in the applicable tab.
- 5.3 The **PROPOSAL** must contain a manual signature of an authorized representative of the responding Team.
- 5.4 The following information is required in the submittal in order to evaluate and rank each applicant. The Selection Committee will objectively evaluate the applicants' responses. **A maximum total of 100 points will be assigned.**
- 5.5 With the exception of the Executive Summary (**TAB 1**), there are no page limits for the **PROPOSAL**.

## **TAB 1 - EXECUTIVE SUMMARY/GENERAL INFORMATION**

Present in brief, concise terms, a five (5) page (maximum) summary level description of the contents of the **PROPOSAL** and of your company and its capabilities. The signer of the **PROPOSAL** must declare that the **PROPOSAL** is in all respects fair and in good faith without collusion or fraud, and that the signer of the **PROPOSAL** has the authority to bind the principal proposer. At a minimum the following information must be included:

- a. Name of Firm
- b. Mailing Address of Firm
- c. Physical Address of Firm
- d. Name of Contact Person
- e. Phone Number
- f. Fax Number
- g. Cell Phone Number
- h. E-mail Address
- i. Business Structure
- j. Number of Years Firm in Business
- k. Proof of Liability Insurance (this will not count as page(s) associated with the Executive Summary)

## **TAB 2 – EXPERIENCE (25 points)**

Provide the names and titles of all the firms that will provide services to the CRTPA as a member of the consulting team, and outline their respective roles in providing those services. Resumes should be included as an appendix and be specific to experience with similar projects. All firm's will provide the following information:

- Organizational Structure relating to the team effort of this project.
- Past experience in providing similar type of services requested except for any project completed for the CRTPA, Ocala/Marion County TPO or BP. Any experience should provide:
  - Location.
  - Length of time to complete project.
  - Completion date.
  - Partnership or sole source.
  - Cost.
  - Approach to project.
  - Up to three references (related to projects that were worked on in the last five years) including name, title, phone number and a brief description of the project and the work performed.
  - Any feedback received from the project (awards, letters of achievement, letters of commendation, etc....).

**TAB 3 - APPROACH (50 points)**

The consulting team's approach to developing and completing the project tasks as outlined in **ATTACHMENT A– Southwest Area Transportation Plan Scope-of-Services.**

**TAB 4 – INNOVATIVE PROJECT METHODOLOGY (25 points)**

The information in this tab showcases the proposal’s unique approach or public participation effort.

**TAB 5 – FEDERAL REQUIRED CLAUSES**

This tab is to be used for all information pertaining to Section 15.0 – Federal Required Clauses.

**TAB 6 – MISCELLANEOUS FORMS**

This tab is for the following forms:

Representations/Certifications with a completed IRS Form W-9.

**TAB 7 – ACKNOWLEDGED ADDENDUMS**

All Addendums (if issued) are to be placed in is tab.

**SECTION 6.0 SUBMITTING PROPOSAL**

6.1 Proposals shall be submitted as follows:

6.1.1 All **PROPOSALS** must be in writing and in complete sets: **ONE ORIGINAL (SO IDENTIFIED) AND FIVE (5) COMPLETE COPIES (SO IDENTIFIED). Also include a copy of your proposal on a thumb-drive.**

6.1.2 All **PROPOSALS** shall be submitted in a sealed envelope/container, which will be received (recorded and clocked-in) at:

**CITY OF TALLAHASSEE**

**PROCUREMENT SERVICES DIVISION  
300 S. ADAMS STREET, MAIL STOP # A-28  
TALLAHASSEE, FLORIDA, 32301-1731**

**NOT LATER THAN THE DATE/TIME SPECIFIED IN SECTION 3.0  
LATE PROPOSALS WILL BE CONSIDERED NONRESPONSIVE AND  
SHALL NOT BE CONSIDERED FOR EVALUATION.**

6.1.3 The front of each **PROPOSAL** envelope/container shall contain the following information for proper identification:

- The name and address of the proposer,
- The word "**PROPOSAL**" and the **RFP number**,
- The time/date specified for receipt of **PROPOSAL**



- The number of each envelope/container submitted (i.e. "1 of 3", "2 of 3", "3 of 3")
- 6.1.4 The responsibility for submitting the **PROPOSAL** to the Procurement Services Division on or before the above stated time and date is solely that of the proposer. The City of Tallahassee or CRTPA will in no way be responsible for delays in mail delivery or delays caused by any other occurrence. **LATE PROPOSALS WILL BE CONSIDERED NONRESPONSIVE AND WILL NOT BE CONSIDERED FOR EVALUATION.**
- 6.1.5 All **PROPOSALS** must be in writing as provided in **Section 5**, above. Non-responsive **PROPOSALS** will not be considered. The signer of the **PROPOSAL** must declare that the **PROPOSAL** is in all respects fair and in good faith without collusion or fraud and that the signer of the **PROPOSAL** has the authority to bind the principal proposer. **A PROPOSAL THAT DOES NOT COMPLY WITH THIS SECTION SHALL BE CONSIDERED NONRESPONSIVE AND WILL NOT BE CONSIDERED FOR EVALUATION.**
- 6.1.6 The City/CRTPA shall not be liable for any costs incurred by a proposer prior to entering into a contract. Therefore, all proposers are encouraged to provide a simple, straightforward, and concise description of their ability to meet the project requirements.
- 6.1.7 Teams responding to this RFP must be available for the in-person Presentation and Interview.

**A TEAM THAT DOES NOT ATTEND A SCHEDULED THE IN-PERSON PRESENTATION AND INTERVIEW SHALL BE CONSIDERED NONRESPONSIVE AND SHALL NOT BE CONSIDERED FOR EVALUATION.**

## **SECTION 7.0 PRESENTATION AND INTERVIEW**

The Selection Committee will evaluate and shortlist the submitted **PROPOSALS** (See Section 3.0 for dates).

The scores from the shortlisted Teams will be reset to zero (0) before moving into the Presentation and Interview phase.

Shortlisted respondents will be asked to make a 15-minute Presentation regarding their **PROPOSAL**, followed by an Interview (up to half an hour) by the Selection Committee. During the Interview, Teams are expected to respond to any question asked regarding the Presentation or the **PROPOSAL**.

A maximum total of 175 points will be assigned based on the Presentation and Interview responses. Lastly, up to six (6) Team Members may be present during the interview process.

## **SECTION 8.0 EVALUATION CRITERIA**

The evaluation of PROPOSALS/Interviews will be performed consistent with the following criteria:

<b>Criteria</b>	<b>Max Score</b>	<b>Factor</b>	<b>Max Points</b>
<b>Proposal</b>			
Experience	5	5	25
Approach	5	10	50
Innovative Project Methodology	5	5	25
<b>PROPOSAL Criteria Total</b>	<b>15</b>		<b>100</b>
<b>Presentation/Interview</b>			
Presentation	5	5	25
Understanding of Project Requirements	5	15	75
Response to Questions by SC Members	5	15	75
<b>Presentation/Interview Criteria Total</b>	<b>15</b>		<b>175</b>

As part of the evaluation process, shortlisted respondents shall be required to participate in the Interview process (**Section 6.1.7 and 7.0**).

**A TEAM THAT DOES NOT ATTEND A SCHEDULED IN-PERSON INTERVIEW SHALL BE CONSIDERED NONRESPONSIVE AND SHALL NOT BE CONSIDERED FOR EVALUATION.**

<b>Maximum Scoring Description</b>
<b>0 - No Response / Not Addressed</b>
Answer is No to RFP requirements; this element of the evaluation criteria was <b>not addressed</b> .
<b>1 - Poor/Below Expectations / Unsatisfactory</b>
The proposal is inadequate in most basic requirements, specifications or provisions of the criteria element; respondent's information for this element of the evaluation criteria was <b>unsatisfactory</b> .
<b>2 - Below Average / Meets Some Expectations</b>
The proposal meets many of the basic requirements, specifications or provisions of the criteria element; respondent's information for this element of the evaluation criteria is <b>below average</b> .
<b>3 - Average / Meets Most Expectations</b>
The proposal adequately meets the minimum requirements, specifications or provisions of the criteria element; respondent's information for this element of the evaluation criteria is <b>average</b> .
<b>4 - Above Average / Meets All Expectations</b>
The proposal more than adequately meets the minimum requirements, specifications or provisions of the criteria element; respondent's information for this element of the evaluation criteria is <b>above average</b> .
<b>5 - Excellent / Exceeds Expectations</b>
The proposal exceeds minimum requirements, specifications or provision in most aspects of the criteria element; respondent's information for this element of the evaluation criteria is <b>Excellent</b> .

## **SECTION 9.0 CONTRACT AWARD**

- 9.1 The CRTPA reserves the right to incorporate the successful Team's **PROPOSAL** into a contract. The successful team agrees that the CRTPA shall have the right to place the contract documents in a hierarchy to outline the controlling language of the contract. Failure of a Team to accept this obligation shall result in the cancellation of any award.
- 9.2 The selected Team(s) will be required to assume responsibility for all services offered in the **PROPOSAL**. The CRTPA will consider the selected Team(s) primary firm to be the sole point of contact with regard to contractual matters, including payment of any or all charges.
- 9.3 A copy of the recommended ranking and award will be available for review in the Purchasing Division upon completion of the evaluation by the committee.

Vendors may obtain a copy of the final ranking from the City's web site at:

Web site at: <http://www.talgov.com/dma/dma-procurement-bidinfo.aspx>

.

Then click on: ([View all bid information on DemandStar's website](#))

## **SECTION 10.0 RIGHT OF REJECTION**

The CRTPA reserves the right to waive any minor irregularity in any **PROPOSAL**.

The CRTPA reserves the right to reject all **PROPOSALS** in whole or in part, with or without cause, in its sole discretion.

The CRTPA reserves the right to accept the **PROPOSAL** that in its judgment will be in the best interest of the CRTPA region and its citizens.

CRTPA reserves the right, and has absolute and sole discretion, to cancel its RFP at any time prior to approval of the award by the CRTPA. The decision by CRTPA to cancel a RFP shall not be the basis for a protest.

Additionally, the CRTPA reserves the right to request clarification of information submitted and to request additional information of one or more proposers.

Any **PROPOSAL** may be withdrawn until the date and time set above for the submission of the **PROPOSAL**.

## **SECTION 11.0 GENERAL TERMS AND CONDITIONS**

### **11.1 CIVIL RIGHTS REQUIREMENTS**

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations

and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

## **11.2 PUBLIC ENTITY CRIMES**

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, supplier, 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.

## **11.3 INDEMNIFICATION**

The consultant shall indemnify and hold harmless the City and CRTPA, its officials and employees, from all losses, damages, costs, expenses, liability, claims, actions, and judgments of any kind whatsoever brought or asserted against, or incurred by, the City and CRTPA, including without limitation attorney's fees and costs of litigation, to the extent that the same arise out of or are caused by any act or omission of the consultant, its subconsultants or subcontractors, or by the employees, officers, directors, or agents of the consultant, or its subcontractors.

## **11.4 ISSUANCE OF ADDENDA**

11.4.1 If this solicitation is amended, the City will issue an appropriate addendum to the solicitation. If an addendum is issued, all terms and conditions that are not specifically modified shall remain unchanged.

11.4.2 Respondents shall acknowledge receipt of each addendum to this solicitation using one of the following methods:

- By signing and returning the addendum;
- By signed letter;
- By signed facsimile (subject to the conditions specified in the provision entitled "FACSIMILE DOCUMENTS").

11.4.3 The City must receive the acknowledgment by the time and date, and at the location specified for receipt of proposals.

## 11.5 PAYMENT

### 11.5.1 Prompt Pay Policy

It is the policy of the City of Tallahassee and CRTPA to fully implement the provisions of the State of Florida Prompt Payment Act. For more information, refer to Florida State Statute 218.7.

### 11.5.2 Withholding Payment

In the event a contract is canceled under any provision herein, the CRTPA may withhold from the Contractor any monies owed on that or any contract, an amount sufficient to compensate for damages suffered because of the violation resulting in cancellation.

## 11.6 INSURANCE REQUIREMENTS

Prior to commencing work, the Consultant shall procure and maintain at Consultant's own cost and expense for the duration of the agreement the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Consultant, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be included in Consultant's proposal. The Consultant is required to have the CRTPA as a named insured on the appropriate policies.

### 11.6.1 Consultant shall maintain limits no less than:

*Commercial General/Umbrella Liability Insurance* - \$500,000 limit per occurrence for property damage and bodily injury. The service provider should indicate in its proposal whether the coverage is provided on a claims-made or preferably on an occurrence basis. The insurance shall include coverage for the following:

- Premise/Operations
- Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
- Products/Completed Operations
- Contractual
- Independent Contractors
- Broad Form Property Damage
- Personal Injury

*Business Automobile/Umbrella Liability Insurance* - \$500,000 limit per accident for property damage and personal injury.

- Owned/Leased Autos
- Non-owned Autos
- Hired Autos

*Workers' Compensation and Employers'/Umbrella Liability Insurance* - Workers' Compensation coverage with benefits and monetary limits as set forth in Chapter 440, Florida Statutes. This policy shall include Employers'/Umbrella Liability coverage for \$1,000,000 per accident. Workers' Compensation coverage is required as a condition of performing work or services for the City whether or not the Contractor or Vendor is otherwise required by law to provide such coverage.

*Professional Liability Insurance* - \$2,000,000 or as per project (ultimate loss value per occurrence).

## 11.6.2 Other Insurance Provisions

### 11.6.2.1 *Commercial General Liability and Automobile Liability Coverage's*

- The CRTPA, members of its Board, committees, officers, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor or premises on which Contractor is performing services on behalf of the CRTPA. The coverage shall contain no special limitations on the scope of protection afforded to the members of the CRTPA Board and committees, officers, agents, employees and volunteers.
- The Contractor's insurance coverage shall be primary insurance as respects the CRTPA, members of its Board, committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the CRTPA, members of its Board, committees, officers, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CRTPA, members of its Board, committees, officers, agents, employees and volunteers.
- Coverage shall state that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

### 11.6.2.2 *Workers' Compensation and Employers' Liability and Property Coverage's*

The insurer shall agree to waive all rights of subrogation against the CRTPA, members of its Board, committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of services under this Agreement.

#### 11.6.2.3 *All Coverage's*

- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the CRTPA.
- If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. The CRTPA, at its sole option, may terminate this Agreement and obtain damages from the Contractor resulting from said breach.
- Alternatively, the CRTPA, in its sole discretion, may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to Contractor, the CRTPA may deduct from sums due to Contractor any premium costs advanced by the CRTPA for such insurance.
- The CRTPA named as "additional insured" as its interest may appear.

#### 11.6.2.4 *Deductibles and Self-Insured Retention's*

Any deductibles or self-insured retention's must be declared to and approved by the CRTPA. At the option of the CRTPA, the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects the CRTPA, members of its Board, committees, officers, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expenses.

#### 11.6.2.5 *Acceptability of Insurers*

Insurance is to be placed with Florida admitted insurers rated B+X or better by *A.M. Best's* rating service.

#### 11.6.2.6 *Verification of Coverage*

Contractor shall furnish the CRTPA with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the CRTPA before work commences.



#### 11.6.2.7 Subcontractors

Contractor shall include each of its subcontractors as insureds under the policies of insurance required herein.

### **SECTION 12.0 CONFIDENTIALITY**

- 12.1 By submitting a proposal in response to this solicitation, a respondent acknowledges that City/CRTPA is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The respondent further acknowledges that any materials or documents provided to City may be "public records" and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by statute. Should a respondent provide City with any materials which it believes, in good faith, contain information which would be exempt from disclosure or copying under Florida law, the respondent shall indicate that belief by typing or printing, in bold letters, the phrase "Proprietary Information" on the face of each affected page of such material. The respondent shall submit to the City both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a respondent fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof. Note, the City does not consider cost proposals to be proprietary and this information will be made public. Cost proposals marked as proprietary or confidential will not be evaluated and zero points will be given.
- 12.2 Should any person request to examine or copy any material so designated, and provided the affected respondent has otherwise fully complied with this provision, City, in reliance on the representations of the respondent, will produce for that person only the redacted version of the affected material. If the person requests to examine or copy the complete version of the affected material, City shall notify the respondent of that request, and the respondent shall reply to such notification, in a writing that must be received by City no later than 4:00 p.m., ET, of the second City business day following respondent's receipt of such notification, either permitting or refusing to permit such disclosure or copying. Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the respondent refuses to permit disclosure or copying, the respondent agrees to, and shall, hold harmless and indemnify City for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by City, or assessed or awarded against City, in regard to City's refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the respondent is not initially named as a party, the respondent shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any proposal submitted by a respondent in response to the RFP and shall constitute City's sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to the City.

## **SECTION 13.0 GRIEVANCE PROCEDURE**

### 13.1 Right to Protest

Any prospective bidder, or Respondent may protest the provisions of a Request for Bids (IFB), Request for Proposals (RFP) or Request for Qualifications (RFQ).

#### i Protest of Specifications or Proceedings Prior to Bid Opening

Any actual or prospective bidder, or contractor, who is aggrieved in connection with the solicitation of a contract or bid, may protest on the grounds or irregularities in specifications or bid procedure.

#### ii Protest of Recommended Award

Any actual bidder or Respondent, who is aggrieved in connection with the evaluation of bids, the evaluation of proposals, or the staff recommendation regarding award of a contract, provided that such bidder or Respondent would have been awarded the contract but for the aggrieved action, may protest such evaluation or award recommendation.

### 13.2 Filing a Protest

A written protest shall be considered filed, for purposes of this procedure when all related items are actually delivered to and received by the Procurement Services Division. All protest shall be directed to the attention of the Manager for Procurement Services.

- i For protest related to the specifications or proceeding of an IFB, RFP or RFQ, a formal written protest must be filed no later than 72 hours (excluding weekends and holidays) prior to the scheduled bid opening date. Failure to timely file the written protest including the required protest bond/cashier's check, shall constitute a waiver of such protest.
- ii For protest related to the evaluation of bids, evaluation of proposals, or staff recommendation regarding award of a contract, a written notice of intent to protest must be filed with Procurement Services within 72 hours (excludes weekends and holidays) after posting of the intended recommendation regarding award, and a written protest, must be filed with the Procurement Services Division no later than 5:00 p.m., ET, on the seventh (7<sup>th</sup>) calendar day following the date on which the written notice of intent to protest was filed. A weekend commences at 12:00 a.m., ET, on Saturday and ends at the same time on the following Monday. A holiday begins at 12:00 a.m., ET, on the observed holiday and ends at the same time on the following day.

Such written protest shall state, with particularity the facts and grounds upon which

the protest is based, and shall include references to applicable laws, statutes, ordinances, policies, or other authority on which the protest is based. Failure to timely file either the notice of intent or the written protest including the protest bond/cashier's check, shall constitute a waiver of such right to protest.

### 13.3 Protest Bond

Any person who files a formal written protest, shall post with the Procurement Services Division, at the time of filing the formal written protest, a cashier's check or bond payable to the City of Tallahassee in an amount equal to 1 percent of the City's estimate of the total volume of the contract or \$5,000, whichever is less. If the decision of the Protest Committee upholds the action taken by the City, then the City shall retain the amount in payment of a portion of the cost and expense, including but not limited to, time spent by City staff in responding to the protest and in conducting the evaluation of the protest. If the decision of the Protest Committee does not uphold the action taken by the City, then the City shall return that amount, without deduction, to the person or entity filing the protest

### 13.4 Stay of Procurement During Bid Protest

In the event protest is filed in accordance with the bid protest procedures herein, Procurement Services shall not proceed further with the solicitation or award of the contract until the Protest Committee has rendered a written decision regarding the protest or until the CRTPA Executive Director in consultation with the City Manager or designee makes a written determination that continuation of the process and award of a contract without delay is necessary to protect the substantial interest of the City.

### 13.5 Additional Information

For additional information concerning protest procedures, vendors may request a copy of the City's Purchasing Policy & Procedures Manual Section 2.0.

## **SECTION 14.0 SELECTION PROCESS**

- 14.1 The Selection Committee will review and score all **PROPOSALS** received (by the due date), and determine the shortlisted Teams (Teams with the highest scores) using the selection criteria established for this project.
- 14.2 The shortlisted Teams will make presentations to the Selection Committee which, in turn, will conduct interviews of the shortlisted Teams and establish ratings for each Team in accordance with the scoring criteria established for this project.
- 14.3 The Selection Committee will recommend the order of ranking for CRTPA Board approval.
- 14.4 The contract for this project will be negotiated with the shortlisted Team(s) ranked highest, as approved by the CRTPA Board.

## **SECTION 15.0 FEDERAL REQUIRED CLAUSES**

### 15.1 BUY AMERICA REQUIREMENTS

49 U.S.C. 5323(j)  
49 C.F.R. Part 661

#### 15.1.1 Applicability to Contracts

The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$100,000).

#### 15.1.2 Flow Down

The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. The \$100,000 threshold applies only to the grantee contract, subcontracts under that amount are subject to Buy America.

#### Mandatory Clause/Language

The Buy America regulation, at 49 CFR 661.13, requires notification of the Buy America requirements in FTA-funded contracts, but does not specify the language to be used. The following language has been developed by FTA.

**Buy America** - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

**Certification requirement for procurement of steel, iron, or manufactured products.**

*Certificate of Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

**Certification requirement for procurement of buses, other rolling stock and associated equipment.**

*Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).*

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

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15.2 LOBBYING 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

15.2.1 Applicability to Contracts

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

15.2.2 Flow Down

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

15.2.3 Mandatory Clause/Language

Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A.

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]

- Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

15.2.4 Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]

- Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

#### APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements  
(To be submitted with each bid or offer exceeding \$100,000)

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

- (3) The undersigned shall require that the language of this certification be included in the award

documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

### 15.3 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

#### **Background and Applicability**

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as “covered transactions.”

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.



Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

### **Clause Language**

The following clause language is suggested, not mandatory. It incorporates the optional method of verifying that contractors are not excluded or disqualified by certification.

### **Suspension and Debarment**

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

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

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City of Tallahassee. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Tallahassee, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **SECTION 16.0 E-VERIFY**

The Team shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

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

## **SECTION 17.0 CONFLICT OF INTEREST**

The proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required

hereunder, as provided for in Florida Statutes 112.311. The proposer further represents that no person having any interest shall be employed for said performance.

The proposer shall promptly notify the CRTPA in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the proposer's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the proposer may undertake and request an opinion of the CRTPA as to whether the association, interest or circumstance would, in the opinion of the CRTPA, constitute a conflict of interest if entered into by the proposer.

The CRTPA agrees to notify the proposer of its opinion by certified mail within thirty (30) days of receipt of the notification by the proposer. If, in the opinion of the CRTPA, the prospective business association, interest or circumstance would not constitute a conflict of interest by the proposer, the CRTPA shall so state in the notification and the proposer shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CRTPA by the proposer under the terms of this Contract.

### **SECTION 18.0 LOBBYING BLACKOUT PERIOD**

A lobbying blackout period shall commence upon issuance of the solicitation until the CRTPA selects the successful proposer. For procurements that do not require CRTPA approval, the blackout period commences upon solicitation issuance and concludes upon contract award.

The CRTPA may void any contract where the CRTPA, City Mayors, one or more County Commissioners, or a county staff person has been lobbied in violation of the black-out period restrictions.

Applicants shall not direct any queries or statements concerning their proposal to the CRTPA, City or County Commissioner and/or staff during the selection process, from the time of submission of a **PROPOSAL** until the execution of a contract. Any proposer who initiates any discussions with staff, other than staff designated in the RFP in any manner other than that described herein is subject to disqualification from this procurement.

### **SECTION 19.0 AVAILABILITY OF FUNDS**

The CRTPA's performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the Board, or other specified funding source for this procurement.

### **SECTION 20.0 SEVERABILITY**

If any term or provision of this RFP and subsequent contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this RFP and subsequent Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this RFP and subsequent Contract shall be deemed valid and enforceable to the extent permitted by law.

## **SECTION 21.0 REMEDIES**

This RFP and subsequent Contract shall be governed by the laws of the State of Florida. Venue for any litigation involving this RFP and subsequent contract shall be the Circuit Court in and for Leon County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

## **SECTION 22.0 ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for the enforcement of this RFP and subsequent Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this RFP and subsequent Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

## **INTRODUCTION**

The Capital Region Transportation Planning Agency (CRTPA) and the Blueprint Intergovernmental Agency (Blueprint) have requested the development of the **Southwest Area Transportation Plan** with the desire to develop a coordinated land use/transportation plan that addresses future mobility needs and supports future development in a form that is consistent to the vision of surrounding communities.

The three corridors included in the Southwest Area Transportation Plan are:

- Orange Avenue – Monroe Street to Capital Circle, Southwest (approximately 4.35 miles)
- Lake Bradford Road - Gaines Street to Capital Circle, Southwest (approximately 3.37 miles)
- Springhill Road - Capital Circle, Southwest to Lake Bradford Road (approximately 2.14 miles)

Ultimately, this plan will utilize, for example, Complete Streets and the FDOT roundabout policy, to create options that local jurisdictions would like to see considered in the currently programmed Orange Avenue Project and Development Study (PD&E) and any potential future PD&E studies on Lake Bradford Road and Springhill Road.

## **OBJECTIVE**

The objective for the Southwest Area Transportation Plan is to create a vision for the area that is consistent with the Long Range Transportation Plan, the Blueprint 2020 sales tax extension projects, the Tallahassee-Leon County Comprehensive Plan, and that has buy-in from the land owners, residents and public officials while producing guide for the future development of the area. This will be achieved through balancing transportation, land-use, environmental and neighborhood preservation measures to produce a positive image for the ultimate build out of the area while providing for the safe and efficient use of existing transportation facilities through access management.

A number of special considerations that are part of this study are listed below.

### Connections 2040 Regional Mobility Plan (RMP)

These roads are identified in the Connections 2040 Regional Mobility Plan (RMP) with transportation system capacity/gateway improvements for all three corridors.

### Blueprint Project List

The corridors identified in the Plan overlap several Blueprint projects identified in the 2020 sales tax extension.

### Florida State University and Florida A&M University Master Plans

Consideration of the plans for the university system needs will be considered for incorporation into the Plan.

### Airport Master Plan

Any improvements to the Tallahassee International Airport as noted in the Airport Master Plan will be considered for incorporation into the Plan.

### StarMetro Transit Development Plan

Transit route changes or additional improvements to the transit system will be considered for incorporation into the Plan.

### Project Development and Environment Study

Concurrently, a major purpose of the **Southwest Area Transportation Plan**, and specifically for Orange Avenue, will be to develop options to be addressed during a Project Development and Environment (PD&E) Study, scheduled for 2019, and potential PD&E studies (yet to be programmed) associated with Lake Bradford Road and Springhill Road.

For Orange Avenue (Capital Circle, Southwest to Monroe Street) this is a two-phase project with Phase I being the **Southwest Area Transportation Plan** and Phase II, the Orange Avenue Project Development and Environment (PD&E) Study.

### Documentation

The outcome from the Plan will be a **Corridor Master Plan**, for each of the three (3) corridors that will further detail how land use and transportation will be coordinated to meet the future development demands of the corridors while providing for transportation system capacity in a form that supports the vision of Tallahassee, Leon County and the CRTPA region. Identification of key nodes within each corridor shall be delineated for a more site specific plan to help redevelopment and reinvestment of these corridors.

Every option that is created for each corridor shall be identified, developed, analyzed and expressed in a form suitable for comparison to all other corridor options. It will be necessary to analyze in sufficient detail to identify enough differences to determine, but not eliminate, which option would be in the best overall public interest taking into consideration benefits and burdens to the region and the populations within and served by the corridor

Each option will be included in the respective **Corridor Master Plan** (Task 4). The results of the option analysis will be documented in an **Options Evaluation Report** (Task 3) (a subcomponent of the respective **Corridor Master Plans**).

### Project Guidance

The project will be guided by a **Project Team** that includes varying interests and will include, at a minimum, staff from the CRTPA and Blueprint.

## **TASK 1 - DETAILED WORK PLAN AND WORK SCHEDULE**

The development and maintenance of a project **Work Plan** will be needed to detail the methodology, expected sequence of tasks, subtasks and important milestones of the project. A **Schedule** (a subcomponent to the **Work Plan**) will be developed to identify target dates for completion of work tasks and deliverables and shall reflect meeting dates associated with the project. This will include the preparation and establishment of monthly **Project Team** meetings to discuss upcoming events, needs, issues, and tasks. This effort will result in monthly **Progress Reports** (a subcomponent to the **Work Plan**).

**Task Deliverables:**   **Project Work Plan and Schedule**  
                                  **Monthly Project Team Meetings and Progress Reports**

## **TASK 2 DATA COLLECTION**

The main document that will support changes to any of the respective **Corridor Master Plans**’ is the **Data Appendix** which will document the data collection efforts as outlined below.

### **Data Collection and Physical Context Evaluation**

The data collection effort for this project is very wide and detailed. The following data will be needed for the respective **Corridor Master Plan**.

#### Base Mapping

A project “base map” will need to be completed utilizing existing GIS data. This base map will be the palette in which all recommendations and alternatives are reflected.

#### Photo Inventory

Photographs will include both eye-level pictures of the study area to illustrate land development patterns within the study area.

#### Parcel Information

Existing parcel information will be analyzed utilizing existing data including parcel ownership, building patterns, land use and entitlements, number, type and location of driveways, street network and circulation patterns. This process will include identification of development opportunities and constraints from current zoning and future land use designations.

#### Existing Codes and Regulations

Existing zoning codes and land development regulations will be reviewed for those that are applicable to the specific corridor. This would provide a context for review of the level of change needed to coordinate land use and transportation planning within the respective corridor.

#### Physical Inventory

Existing data and any existing field survey’s will be used to analyze and map existing and future land uses, historical/cultural features, vacant and agricultural land, public space/parks, community facilities, neighborhoods, activity centers, building and development patterns, and major utility infrastructure required to serve development (for example, water and sewer lines).

#### Environmental Inventory

Wetlands, water bodies, environmental systems, habitat for threatened and endangered species, socio-cultural effects, cultural resources, noise effects, and other features that influence development patterns and transportation infrastructure will be analyzed and mapped.

### Environmental Justice Inventory

Populations within the corridor area as well as those projected to benefit by/use the corridor area will be identified by Census data and ground verification to identify the potential benefits and burdens to various populations with the region including, but not limited to, minorities, low income, and those with mobility challenges including physical and lack of automotive ownership.

### Transportation and Land Use History

Existing Leon County resources will be used to develop a description of the land use and transportation history of the roads in the respective **Corridor Master Plan** in order to place past trends in the context of future opportunities.

### Future Land Use

Future land use designations according to the current comprehensive plan for Tallahassee/Leon County, as well as all pending developments, building permit applications, rezoning petitions and Local Government Comprehensive Plan amendments will be analyzed and mapped.

### Transportation

Base transportation conditions for use in subsequent analyses will be assembled. This initial inventory and analysis will cover the existing and committed highway network, bicycle and pedestrian facilities, and transit service. The following information will be developed from available sources:

- Inventory of facility type, functional classification and administrative responsibility;
- Existing number of lanes, right-of-way (if available) and committed capacity; improvements from the CRTPA Transportation Improvement Program (TIP) and FDOT work program and/or local Capital Improvement Program;
- Existing traffic counts plus committed trips from approved development to show available capacity by road segment at the adopted level of service standard;
- Transportation analyses for proposed developments within the study area;
- Planned roadway capacity improvements contained in the CRTPA's Connections 2040 Regional Mobility Plan and any regional planning efforts affecting the study area;
- Bus routing and stop information, service frequencies, and any future transit initiatives; and
- Pedestrian and bicycle related land use inventory (schools, parks, business activity), physical features (bike facilities, sidewalk inventories).

### Traffic Data

Traffic projections will be developed for planning purposes only utilizing historic growth rates to reflect potential capacity issues. No transportation modeling will be required for this effort.



24-hour traffic machine counts (approach volumes at 15-minute increments) at key intersections will be identified by the **Project Team** with data provided by the City of Tallahassee.

Based on an analysis of the 24-hour traffic machine counts and evaluation of current and future development trends (traffic generators), an 8-hour manual vehicle turning movement will be performed for peak hours at those intersections where required. A Synchro analysis will be required where roundabouts are proposed to be located in each of the corridors.

#### Crash Data

Crash data will be obtained for the previous five-year period, which will include the number and type of accidents, accident locations, number of fatalities and injuries, and estimates of property damage and economic loss.

#### Utilities

All utilities will be documented utilizing existing GIS data, or other available data.

#### Railroads

All railroads will be documented utilizing existing GIS data, or other available data.

#### Transportation Plans

All Transportation Plans will be obtained for all modes of transportation including surface, transit and non-motorized modes. The following plans or studies should be obtained:

- Connections 2040 Regional Mobility Plan;
- Capital Improvement Plans;
- Tallahassee–Leon County Comprehensive Plan;
- Transit Development Plan (TDP) from StarMetro;
- Transit; rail, bus, other; and
- Non-motorized modes, including bikeways and pedestrian walkways.

#### Safety

Project needs associated with the safety of the existing facilities will be identified based on the crash data information.

### **Task Deliverables: Data Appendix**

### **TASK 3 CORRIDOR ASSESSMENT**

#### Existing Corridor Assessment

A **Corridor Assessment** is required that will utilize the **Data Appendix**. This assessment will be ongoing throughout the duration of the project and will be performed with consideration to the results of the data collection effort.

#### Option Analysis

After the **Corridor Assessment** is completed, an **Options Evaluation Report** will be developed. The report will document the respective corridor options accompanied by the desires of the community with respect to landscaping, aesthetics, or other special features in order to satisfy the requirements of the FDOT's policy on Transportation Design for Livable Communities, Complete Streets Implementation and Roundabout Policy.

All viable options will be developed and evaluated in order to address the project needs.

Additionally, the Corridor Assessment process will lead to the development of a "Purpose and Need" statement for road that will address area-wide as well as corridor specific needs.

**Task Deliverables:**   **Existing Corridor Assessment**  
                                  **Options Evaluation Report**

## **TASK 4 CORRIDOR MASTER PLAN**

Ultimately, the **Southwest Area Transportation Plan** will require a **Corridor Master Plan** for each road. This effort will synthesize Task 2, Task 3, and Task 5 into a draft master plan report with graphics and diagrams to illustrate the overall planning concepts.

The **Corridor Master Plan** will include:

**Development Framework.** The Development Framework will illustrate a vision for the study area. This overall vision will identify area resources (public institutions, parks and open space, neighborhoods), where new development and specific uses could occur, catalytic development sites [nodes] (parcels that are likely to be aggregated), and connections and transitions to adjacent rural areas, tying them together into a single strategic plan.

**Development and Redevelopment.** Recommendations for development and redevelopment in the corridor, including:

- Types of land uses and general mix of uses;
- Potential locations for each of the land uses (and/or location criteria), including locations for key, mixed-use projects and potential points of concentrated activity;
- Incentives that could be used to encourage development and redevelopment of the corridor, or that encourage existing uses to enhance their appearance.
- Traffic and Multimodal Transportation Analysis - The analysis will show the alternative roadway cross sections developed during the **Planning Charette**, and the recommended alternative. Additionally, the analysis will assess improvements to conditions for pedestrian, bicycle and transit circulation. Based on this assessment, recommendations will be provided regarding follow-up actions needed to implement the plan; examples include changes to adopted Level-of-Service standards and the creation of a Multimodal Transportation District to address concurrency needs.
- Community Impact Analysis - This analysis will estimate the number of residences, businesses, neighborhoods, and community facilities impacted by each alternative.
- Timeline for Implementation Plan - As part of the refinement of the design concepts, a time schedule and estimated cost for improvements, responsible agencies, and potential funding sources will be prepared as an implementation strategy.
- Coordination for Subsequent PD&E Study -Additional issues to be addressed in more detail as part of a subsequent PD&E study will be identified and noted. Examples of issues include the following:
  - NEPA requirements for environmental impacts.

**Task Deliverables: Corridor Master Plans for Orange Avenue, Lake Bradford Road, and Springhill Road.**

## **TASK 5 PUBLIC PARTICIPATION**

This task outlines the process to incorporate the public into the corridor planning process by working closely with a **Project Team** and by conducting stakeholder interviews. During this initial phase of the study the following techniques to gather information and build a common understanding of the project's focus will be employed.

### **Project Team**

The Project Team is a group of transportation professionals, both land use and transportation, that will be formed to assist in the technical aspects of the project, provide direction, and serve as the first point of contact for activities related to the Southwest Area Transportation Plan.

### **Stakeholder Interviews**

A series of presentations/interviews with Stakeholders in the area will be conducted. Several stakeholder groups are likely to include: neighborhood organizations, church groups, local businesses, property owners, educational institutions, chambers of commerce, elected officials, FDOT and representatives of the private development community. These presentations should be brief, informal and highly focused on specific stakeholder issues regarding the Study Area. This process is intended to provide one-on-one or small group meetings with the Stakeholders. The results of these interviews will be presented to the **Project Team** in the form of a **Stakeholder Interview Report**. This effort will be used to complement the **Data Appendix** and clarify specific issues and concerns within the area.

### **Kick-off & Advisory Workshop**

A joint kick-off and advisory workshop with the **Project Team** will provide direction and input regarding the study's focus, specific areas of concern and key Stakeholders to be interviewed. The **Goals and Objectives** of the project will be defined from this workshop.

### **Planning Charette**

The major effort for public participation associated with this project is a **Planning Charette**. The **Planning Charette**, open to the public, will be focused around three (3) major public events: the **Planning Charette** kick-off and planning session, a planning options session (multiple days as required), and a closing presentation of the **Planning Charette's** results on the last day.

The public will be encouraged to attend the beginning and ending sessions of the **Planning Charette** for general coverage. Individuals interested in specific issues will be encouraged to attend the **Planning Charette** throughout the entire process.

The outcome of the **Planning Charette** is the **Conceptual Improvement Plan**, which is further detailed below:

A **Conceptual Improvement Plan** will be produced during the **Planning Charrette** that will be formatted into a PowerPoint presentation with all associated graphics. Specific components of the **Conceptual Improvement Plan** will include:

- Illustrative **Development Framework Plan** (Task 4).
- Preliminary transportation analysis of development impacts.
- Roadway cross section(s) for the corridors to support the **Development Framework Plan** (Task 4).
- Access management concept for corridor.
- Phasing diagrams illustrating development of the corridor over time.
- Transportation corridor options.
- Transit concepts.
- Streetscape Improvements.
- Parks & Public Spaces.
- Illustrative Design Sketches (both eye-level and aerial renderings).
- Initial Action/Implementation Plan.
- Recommended Funding Alternatives (by phase).

**Task Deliverables:** Stakeholders Interviews Report  
Goals and Objectives  
Conceptual Improvement Plan  
PowerPoint Presentation

## **TASK 6 PROJECT DELIVERABLES**

There are several documents that are associated with the completion of the **Southwest Area Transportation Plan**. These are described below:

### **Southwest Area Transportation Plan**

The **Southwest Area Transportation Plan** will document the overall process including Task 1 through Task 5. This will also include an Executive Summary of the Southwest Area Transportation Plan process.

### **Project Work Plan and Schedule (Task 1)**

### **Monthly Project Team Meetings and Progress Reports (Task 1)**

### **Data Appendix (Task 2)**

### **Existing Corridor Assessment (Task 3)**

### **Options Evaluation Report (Task 3)**

### **Corridor Master Plan (Task 4)**

### **Stakeholders Interviews Report (Task 5)**

### **Goals and Objectives (Task 5)**

### **Conceptual Improvement Plan (Task 5)**

### **PowerPoint Presentation (Task 5)**

## **TASK 7 FINAL PLAN**

A **Final Southwest Area Transportation Plan** will be prepared that incorporates comments and direction by the Project Team.

### **Final Presentations**

There will be three **Southwest Area Transportation Plan** presentations. The first will be to the public and the second and third to the CRTPA Board and Blueprint Intergovernmental Agency, respectively.

## **TASK 8 PROJECT CONTINUATION**

At the CRTPA's option, the CONSULTANT may be requested to provide professional services not explicitly outlined in this Scope-of-Services. These services may include, but are not limited to, a Project Development and Environment (PD&E) Study. A supplemental agreement for the optional services shall be executed in accordance with Section 2 of the Standard Professional Services Agreement Terms.