



## Space Coast Transportation Planning Organization

2725 Judge Fran Jamieson Way  
Bldg. B, Room 105  
Melbourne, FL 32940  
PHONE: (321) 690-6890  
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### REQUEST FOR PROPOSAL (RFP) # P-21-01

# Request for Proposal: Website Development



Website: [www.spacecoasttpo.com](http://www.spacecoasttpo.com)

Project Manager: Abby Hemenway, Public Involvement Officer  
Email: [abby.hemenway@brevardfl.gov](mailto:abby.hemenway@brevardfl.gov)  
Phone: 321-350-9261

# A. PROPOSAL NOTICE

**Proposal Number:** P-21-01  
**Description:** Website Development  
**RFP Posting Date:** November 2, 2020

**Letter of Interest Due Date:** 2:00 p.m., Thursday, November 12, 2020  
**Technical Response Due Date:** 2:00 p.m., Friday, December 11, 2020

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Sealed Proposals subject to the conditions included within this RFP will be received by the Space Coast Transportation Planning Organization (TPO) at the below location until the time and date cited for furnishing services described herein.

**Deliver Proposals to:** RFP #P-21-01, Website Development  
Abby Hemenway, Public Involvement Office  
Space Coast Transportation Planning Organization  
2725 Judge Fran Jamieson Way, Bldg. B, Rm 105  
Melbourne, FL 32940

Offers must be in the actual possession of the Space Coast TPO on or prior to the time and date, and at the location indicated above. Late offers will not be considered. Please see additional instructions within this RFP package for preparing and submitting a response and what type of delivery methods are acceptable.

**BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE PROPOSAL PACKAGE.**

The Space Coast TPO, in accordance with Title VI of the Civil Rights Act of 1964, 42 USC 2000d et. Seq., and 49 CFR Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notices all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. As used in this Request for Proposal, the term "bid" shall mean the proposal/offer submitted. The term "bidder" shall mean the person or legal entity making the proposal/offer.

For questions regarding this proposal package please contact the following:  
Abby Hemenway, Public Involvement Officer  
Space Coast TPO  
(321) 690-6890 or via email: [abby.hemenway@brevardcounty.us](mailto:abby.hemenway@brevardcounty.us)



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## B. PROCUREMENT PROCESS AND SCHEDULE

The following is a general description of the process by which a Bidder will be selected to provide website development. **Responses to this RFP will be submitted in two parts: Part 1: Letter of Interest and Part 2: Technical Response with presentation. Please read entire RFP and only submit what is required, not all bidders will be submitting the Technical Response associated with Part 2.**

This Request for Proposal (RFP) package shall be posted on the Space Coast Transportation Planning Organization's website, [www.spacecoasttpo.com](http://www.spacecoasttpo.com). Any addendums issued will also be posted and available on the website. It is the responsibility of interested firms to check site frequently for any updates or clarification.

The RFP Number that appears on Page i has been assigned to specifically identify this RFP. This number shall be referenced in all communications regarding the RFP.

There is no mandatory or non-mandatory pre-proposal meeting set for this RFP.

### **Part 1: Letter of Intent, Due November 12, 2020 | 2:00 PM**


Letters of Intent must follow the required specifications as outlined in Section G, Proposal Format, of this RFP (page 17).

A. One (1) original Letter of Interest for Part 1 shall be submitted by each Bidder in a sealed envelope or package. Original shall be signed and dated by an official authorized to bind the bidding company. Unsigned Letters of Interest will not be considered. Format shall follow

B. All Letters of Interest for Part 1 and those moving onto Part 2 and submitting Technical Responses must be received by the Space Coast TPO no later than the date and time specified on the schedule section of this RFP.

Acceptable methods of delivery for Letter of Intent:

1. United State Postal Service or Hand Delivery – Delivered to address provided in Section A. Proposal Notice, page i. (Note: Please ensure that if you use a third-party carrier (Federal Express, Airborne, UPS, USPS, etc.) that they are properly instructed to deliver your bid only to the Space Coast TPO on the first



floor of Building B at the Brevard County Government Center. If the bid is delivered anywhere else, it may or may not reach the TPO in time. The TPO will NOT pay for any shipping costs associated with Bidder's delivery against this proposal.

2. Electronic Email – Due to concerns related to COVID-19, the Space Coast TPO will also accept Letters of Interest via Email. Email shall be sent to:

[Abby.Hemenway@brevardfl.gov](mailto:Abby.Hemenway@brevardfl.gov)

Subject line should be “**RFP Proposal 21-01 – Website Development Letter of Interest**”. If choosing this method of delivery, vendors **MUST** receive a reply of delivery acceptance from Abby Hemenway prior to the date and time deadline. Please allow up to two (2) hours to receive a response. DO NOT ASSUME that if you send via email that we have received your submittal until a response is received.

Proposals submitted via facsimile (FAX) machine, telephone, or by any other electronic means other than via email to the recipient listed above, in response to this Request for Proposals Part 1 **will not** be acceptable.

C. A Letter of Interest must be provided by ALL interested bidders. All Letters of Interest will be screened and evaluated based on the criteria in Section G, Proposal Format, of this RFP (page 16).

D. Bidders shall promptly notify the TPO staff, prior to submission of their Letter of Interest, of any ambiguity inconsistency, or errors, which they discover upon examination of the proposal documents. No interpretation of the meaning of the specifications or other documents will be made to any Bidder orally, nor may Bidder rely on any such pre-proposal statements in completing the proposal.

E. Every request for interpretation or clarifications must be in writing addressed to Abby Hemenway, Public Involvement Officer, Space Coast TPO, 2725 Judge Fran Jamieson Way, Melbourne, FL 32940. Electronic written request may also be submitted via email to [abby.hemenway@brevardfl.gov](mailto:abby.hemenway@brevardfl.gov).

To be given consideration, such requests **must be received no later than November 10, 2020, at 10:00 a.m.**



### **Firm Selection to Advance to Part 2: Technical Response**

Up to three (3) bidders (highest scoring) from Part 1 will be selected to move onto Part 2. Firms selected for Part 2 will be notified by phone and/or USPS or email that their proposal has been recommended to move forward. See schedule for notice of selection and due date for Technical Response.

### **Part 2: Technical Responses, Due December 11, 2020 | 2:00 PM**

Technical Responses must follow the required specifications as outlined in Section G, Proposal Format, of this RFP (page 17).

A. One (1) original proposal and two (2) copies for Part 2 shall be submitted by each notified Bidder in a sealed envelope or package with the RFP Number and bidder's name and address clearly indicated on the envelope. The originals shall be signed and dated by an official authorized to bind the bidding company. Unsigned proposals will not be considered.

Acceptable method of delivery for Technical Responses:

United State Postal Service or Hand Delivery – Delivered to address provided in Section A. Proposal Notice, page i. (Note: Please ensure that if you use a third-party carrier (Federal Express, Airborne, UPS, USPS, etc.) that they are properly instructed to deliver your bid only to the Space Coast TPO on the 1<sup>st</sup> floor of Building B at the Brevard County Government Center. If the bid is delivered anywhere else, it may or may not reach the TPO in time. The TPO will NOT pay for any shipping costs associated with Bidder's delivery against this proposal.

Proposals submitted via facsimile (FAX) machine, telephone, or by any electronic means, including via email, in response to this Request for Proposals for Part 2 **will not** be accepted.

B. Proposals will be evaluated according to completeness, content, experience with similar projects, ability of the Bidder and its staff, the Bidder's proposal for completing the work, past performance and cost. Award of a contract to one Bidder does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous to the Space Coast TPO. Evaluation Criteria, scoring and awarding of contract information can be found in Section G of this RFP.

C. Bidders are cautioned that this is a request for offers, not a guarantee of work, and the Space Coast TPO reserves the unqualified right to reject any and



all offers when such rejection is deemed to be in the best interest of the Space Coast TPO.

D. The TPO will not be responsible for any Bidder errors or omissions. All notations shall be written in black or blue ink or typed. Changes or corrections made on the bid form must be initialed in ink by the individual signing the bid. No corrections will be permitted after the offers have been opened.

E. Requests for information concerning procedures for responding to the bid, must be made in writing to Abby Hemenway, Public Involvement Officer, Space Coast TPO, 2725 Judge Fran Jamieson Way, Melbourne, FL 32940. Such contact shall be for clarification purposes only. Material changes, if any, to the specifications will be posted on the TPO website as addendums. It is up to the bidders to regularly check the TPO website for any addendums or clarifications that may be posted.

F. Bidders shall promptly notify the TPO staff, prior to submission of their Technical Response, of any ambiguity inconsistency, or errors, which they discover upon examination of the proposal documents. No interpretation of the meaning of the specifications or other documents will be made to any Bidder orally, nor may Bidder rely on any such pre-proposal statements in completing the proposal.

Every request for interpretation or clarifications must be in writing addressed to Abby Hemenway, Public Involvement Officer, Space Coast TPO, 2725 Judge Fran Jamieson Way, Melbourne, FL 32940. Electronic written request may also be submitted via email to [abby.hemenway@brevardfl.gov](mailto:abby.hemenway@brevardfl.gov).

To be given consideration, such requests **must be received no later than December 9, 2020, at 10:00 a.m.**

### **Final Selection**

The successful Bidder from Part 2 will be notified by phone and/or USPS or email that their proposal has been recommended for award. Upon acceptance of offer by the vendor, the Website Development Agreement will be executed and approved by the TPO Executive Director.

A printed copy of the proposals scoring tabulation for both Part 1 and Part 2 will be available upon written request to the TPO Office. Oral requests will not be accepted. Each request must reference the Proposal number and description.

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RFP #P-21-01, Website Development**

## SCHEDULE

Activity	Date
RFP Posted for Solicitation of Website Development Services	November 2, 2020
Deadline to submit questions/clarifications on RFP	November 10, 2020   10:00 AM
<b>Part 1 Letter of Intent Due</b>	<b>November 12, 2020   2:00 PM</b>
Notification of Firms Selected to move forward to Part 2	November 20, 2020
<b>Part 2 Technical Responses Due, for qualified firms only</b>	<b>December 11, 2020   2:00 PM</b>
Presentations/Demos	December 14 - 18, 2020
Notice of Award; Selection of winning bid	December 22, 2020
Contract Negotiations	December 22, 2020 – January 4, 2021
Execution of Services Agreement	January 6, 2021
Estimated issuance of Notice to Proceed	January 6, 2021

**Please Note:** These dates are for planning purposes. They represent the Space Coast TPO's desired timeline for implementing this project. Any revision to the Due Date for submission of proposals will be made by addendum. All other dates may be adjusted without notice, as needs and circumstances dictate.


## C. GENERAL TERMS

1. Bidders and their agents are hereby placed on notice that they are not to contact members of the TPO or staff (with the exception of the contact person). Public meetings and public deliberations of the proposals (if applicable) are the only acceptable forum for the discussion of merits or products/services requested by the RFP; and written correspondence in regard to bids may be submitted to the TPO Executive Director and/or contact person. Failure to adhere to these requirements could result in TPO action to disqualify your firm from consideration of award.

2. Drug Free Workplace: Whenever two (2) or more bids, which are equal with respect to price, quality, and service, are received by the TPO for the procurement of commodities or contractual services, a bid received from a

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business that has implemented a drug free workplace program (per Florida statutes Section 287.087) shall be given preference in the award process.

3. The TPO will not accept a bid from vendors who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) (Section 274A (e) of the Immigration and Nationality Act “INA”). The TPO shall consider a vendor's intentional employment of unauthorized aliens as grounds for immediate termination of any awarded bid.

4. The TPO is not liable for any cost incurred by any bidder prior to any award. Costs for developing a response to this request for proposals are entirely the obligation of the bidder and shall not be chargeable in any manner to the TPO.

5. In accordance with Americans with Disabilities Act and Section 286.26 F.S., persons with disabilities needing special accommodations to participate should contact the TPO office at 321-690-6890 for assistance.

## **D. DURATION OF AGREEMENT**

The TPO will enter into a service agreement for website development and maintenance of website for a period of five (5) years. The TPO shall have the option to renew the agreement for one (1) additional year beyond the initial five (5) year agreement. The contract could potentially total six (6) years.



# Scope of Services: Website Development



## E. SCOPE OF SERVICES

### Project Overview

This scope of services is for the redesign and build of a new Space Coast Transportation Planning Organization (SCTPO) website and accompanying content management system.

The SCTPO's current website, which utilizes a WordPress platform, was originally built and designed in 2014. In the last six years technology has advanced tremendously, particularly in regards to content management systems and interactive website components. This redesign and build will need address the following needs:

#### Top Tier Needs

- Need for a responsive site design to better accommodate mobile users.
- Need for site design that ensures ADA compliance.
- Need for a more user-intuitive navigation pane and an engaging, visually stimulating site design.

#### Second Tier Needs

- Need for a better content management system.
- Need for streamlining communications across all channels – social media, event calendar, and email campaign integration.
- Need for more flexibility in incorporating interactive features (maps, surveys)

#### GOAL

Create a responsive website and accompanying content management system that are easy to navigate and elevate the SCTPO brand as the leading source of transportation information in Brevard County.



## OBJECTIVES

1. **Site Usage:** Increase the number of visitors to the website, providing easy access to key information from the homepage.
2. **Site Navigation:** Make information easier to find by reducing the number of clicks needed to access information such as meeting/event details, agendas, and project/plan information.
3. **Engagement:** Encourage public involvement in the transportation planning process by providing interactive content, visually compelling calls-to-action, and user-friendly layout.

## RESEARCH

According to a 2015 Pew Research Center report titled *Connecting with Government or Government Data*, “65% or two-thirds of adults have, in the last year, used the internet to find out something about government, or the data it provides, whether they are thinking generally about their state, local, or federal government, or when asked about specific online activities.” This number continues to grow as many public agencies are ensuring that their website platform is mobile optimized so that public citizens can access information on their mobile devices.

Additionally, by implementing a mobile optimized website, our organization ensures equitable access to public information as a different Pew Center report notes that “those with relatively low income and educational attainment levels, younger adults, and non-whites are especially likely to be smartphone-dependent.”

The following will be conducted by SCTPO staff in preparation for this project:

- **Google Analytics Analysis** – Examine current website statistics and pages to help inform the design, organization, and layout of new site
- **User Survey** – Conduct a website user survey of staff, board/committee members, community partners, and general public, to determine most popular sections of the site and desired features
- **Competitor Analysis** - Analyze websites of neighboring metropolitan/transportation planning organizations and determine trends in graphic design, layout, and features to inform new site design decisions



### **Target audiences:**

- Public citizens with limited transportation industry knowledge (external)
- SCTPO Board and committee members (internal)
- Transportation planners, partners, and industry experts (internal + external)
- Project/Plan Consultants (external)
- News media partners (external)

### **TASKS**

This plan will be implemented in the following phases (some may be simultaneous):

1. Research [1 month] – SCTPO staff will conduct the aforementioned research.
2. Planning & Design [3 months] – The direction of site architecture and overall look will be set, including graphic design, wire frames, and user interface.
3. Technical Development [3-4 months] – The web developer will build the site and accompanying content management system.
4. Site Testing & Staff Training [1 month] – Before going live, the website will be thoroughly tested by staff. Staff members who frequently use the website will receive training first. Additionally, the SCTPO will create focus group comprised of public citizens, committee/board members, and at least one person with a disability to test the website.
5. Launch & Promotion [1 month] – SCTPO staff will execute a promotion plan to raise awareness and drive traffic to the new site including graphics, videos, and a social media campaign.
6. Maintenance - Post launch, the developer will conduct any necessary maintenance needed. A site maintenance agreement will be established to ensure seamless site operation in the months following launch.



## TIMELINE

Website Development Phase	Projected Timeframe
Research	December 2020
Planning & Design	January – March 2021
Technical Development	April – June 2021
Site Testing & Staff Training	May - June 2021
Launch & Promotion	July 2021
Maintenance	July 2021 – Contract End Term

## REQUIREMENTS


The website will, at minimum, meet the requirements below.

### Site Optimization & Data

- **Mobile Optimization:** The website design will be fully responsive. It will automatically detect browser and device, and adjust website displays optimally on a variety of devices, including desktop computers, tablets and mobile phones.
- **Browser Compatibility:** The website shall run on Internet Explorer, Chrome, Firefox and Safari.
- **Search Engine Optimization:** The site will be built in a way that optimizes search engine results.
- **Analytics:** The site will integrate Google analytics to track web usage and file downloads to the maximum extent possible.

### Navigation & Usability

- **Navigation:** The site will streamline navigation to the maximum extent possible.
- **Search Capability:** The site will have a powerful search capability. The search bar



should include an auto - complete feature. Explore options to search by type (ex.: document or webpage).


- **Search Capability:** The site will have a powerful search capability. The search bar should include an auto - complete feature. Explore options to search by type (ex.: document or webpage).
- **Social Media Integration:** The website will seamlessly integrate the SCTPO's social media channels to the maximum extent possible (Facebook, Twitter, YouTube), including allowing easy sharing of website content to social media.
- **Calendar and Meeting Materials:** The site will provide quick access to the event calendar and meeting materials section.

### Accessibility

- **Site Accessibility:** The website design must comply with 28 CFR 35.160 and 49 CFR 27.7, both of which require action to ensure that electronic communications are accessible to those with disabilities. When possible, the website will comply with ADA and WCAG guidelines. It will be easily navigable and readable by people with disabilities using assistive technology devices and people with physical disabilities who may have limited motor skills.
- **Translation:** The site will integrate Google Translate to provide multilingual capability.

### Site Dashboard, Content, and Security

- **Content management system:** The content management system will be user-friendly and simplified. User permission levels will be provided so that only authorized personnel can perform edits.
- **Security:** The site will include appropriate security features to preserve the integrity of the site.
- **Hosting:** The new website will be seamlessly transferred and launched within the SCTPO's current domain.
- **Training:** The developer will provide thorough training for SCTPO staff on the new



content management system. Training will include a website style guide and a manual containing key user instructions.

- **Exploration of additional functionality:** The developer will research additional functions and make recommendations as requested by SCTPO staff, including exploring integration of mapping tools, Constant Contact, public comment features, and a file transfer protocol (FTP) or document library.
- **Content migration:** The developer will migrate documents from SCTPO's current website to the new website, if at all technically feasible. SCTPO staff will work with the developer to identify documents that need to be migrated.

## **DELIVERABLES**

Project deliverables for the consultant include:

- Design, concept, and visual elements of all pages
- Front-end development of all page designs
- Back- end development for all requested responsiveness and functionality
- Assistance with content migration and loading
- Testing and evaluation in a staging environment
- Training sessions for SCTPO staff
- Copies of all materials/files developed for the website
- Website maintenance schedule





## **SCTPO Assets & Deliverables**

The SCTPO will provide all written content for the website. Existing materials from the current website will be evaluated for inclusion in the new site, and modified if and when necessary. The SCTPO may conduct an internal asset evaluation and present media for use on the new website, including photographs, text, graphic, and video content. The developer shall offer creative support in detailing what items are needed to fit content requirements if assets do not currently exist. SCTPO staff may develop additional assets, if necessary, to fulfill approved site specifications.

## F. PROPOSAL FORMAT

### **Part 1: Letter of Interest – Open to ALL Interested Bidders** **Due November 12, 2020; 2:00 PM**


All parties interested in submitting a response to this RFP must first submit a Letter of Interest that shall specify the following:

1. Name and address of firm;
2. General information on the firm and any proposed sub-consultants;
3. Name, title, email and telephone number of the individuals within the firm authorized to commit the company to this contract;
4. How many years company in business conducting the type of work specified in this RFP's Scope of Services section;
5. Number of website's built by company and type of websites, (i.e. commercial; government; small business; etc.)
6. Brief outline of proposed approach to developing new website for the Space Coast TPO; and
7. One to two sample websites developed by company within last two years. (Provide URL link)
8. Letter of Interest shall not exceed three (3) letter size (8.5" x 11") pages and shall be in Arial or Times New Roman with no small than 12-point font.

#### Screening and Scoring Criteria for Part 1:

Item	Criteria	Maximum Points
1	<b>Firm Experience</b> Number of years in business, number of clients.	5
2	<b>Types of Experience</b> Level of websites built, government websites, commercial, other M/TPO websites, etc.	10
3	<b>Methodology</b> Bidder shall provide a brief description of their approach on how they would develop a new website for the Space Coast TPO as described in this RFP's scope of services.	15
4	<b>Past performance (similar work)</b> Bidder shall provide up to two (2) sources of prior work of similar nature to this RFP.	20
	<b>Total Maximum Points</b>	<b>50</b>

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The Bidder's Letter of Interest proposal shall be submitted by the date and time specified. If submitting via email, Letter of Interest shall be submitted as an attachment in either Adobe PDF or Microsoft Word format. No other formats will be accepted. Submission of a proposal will be evidence that the Bidder understood the scope and requirements of this RFP.

The TPO may select up to the top three (3) highest scoring bidders from Part 1 to move on to Part 2. Firms will be notified by phone and/or email that their proposal has been selected to move forward to Part 2.


**Part 2: Technical Response and Presentation – BY INVITATION ONLY, must be within top 3 highest scores from Part 1**


**Due December 11, 2020; 2:00 PM**

Technical Proposals shall have an Arial or Times New Roman type face of no smaller than 12-point font, be printed on single or double-sided “letter” size pages (8.5” x 11”), and stapled in the top left corner. One original and two copies of the proposals shall be submitted. Binders, dividers, tabs, covers, etc. are prohibited.

Proposals will be screened for following the format as described below. If the proposal meets all format requirements and includes all required documents, firms will be invited to give formal presentations (Note: presentations may be conducted via a remote platform such as GoToMeeting). Proposals shall be limited to a maximum of no more than twenty (20) pages as follows:

1. Page 1. Proposal cover sheet (see Appendix A)
2. Page 2. Completed and signed “Execution of Proposal” sheet (see Appendix B)
3. Page 3. Introduction (one (1) page maximum) – An introductory letter indicating statement of qualifications, understanding of the scope and general specifications for the work, statement of worker safety and adherence to applicable safety and labor laws and regulations, statement of insurance, statement of registration to work within the State of Florida, company home office location, and certification of (and authority for) proposal submittal.

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4. Page 4. Staff (one (1) page maximum) – A list of technical staff (the number and type of positions having website development skills and experience) and oversight staff (individuals responsible for managing website development project and their names and experience). For each position listed, indicate (1) individual's name, (2) number of years of experience for this type of work, and (3) the percentage of time dedicated to this work. Also indicate which staff members will be assigned to this project.
  5. Pages 7-8. Method (two (2) pages maximum) – A brief explanation of the approach to be used to develop website. Platform to be used and features available.
  6. Pages 9-11. Past Performance (three (3) page maximum) - Bidder shall provide three (3) sources of prior work of similar nature to this RFP conducted within the last five (5) years. The past performance must include firm/business work performed for, length of contract, cost of contract, and a brief summary of the type of work performed. Information should also include any obstacles encountered and how they were resolved.
  7. Page 12. References – List up to three different references for performing the similar type of work (within in the last five (5) years) as requested under this RFP's scope of work (see Appendix C for Reference form). These may or may not be the same as those provided under past performance.
  8. Page 13-14. Insurance (two (2) pages maximum) – Proof of current insurance coverage for worker's compensation, commercial general liability and automobiles. May provide proof either by copy of a Certificate of Liability Insurance form or listing in a table the following information: name of insurance company providing coverage; policy number; agent information; type of insurance, amount of coverage and policy effective and expiration dates. Proof of Professional Liability insurance will be required **only** if awarded contract. This insurance is included as part of the Agreement Terms, See Appendix J. Including proof of Professional Liability Insurance is not required as part of the formal response to this RFP.

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9. Pages 15-19. The Space Coast TPO utilizes Federal Grant funds in fulfilling the requirements of F. S 339.175. Therefore, when using federal funds to procure the services as described herein as part of this RFP, all bidders must complete, execute and submit with their proposal the following forms:
    - a. Public Entity Crime Affidavit form (see Appendix D)
    - b. Disadvantaged Business Enterprise Certification Letter, if applicable (see Appendix E)
    - c. Debarment and Suspension Certification (see Appendix F)
    - d. Certification Regarding Lobbying (see Appendix G)
    - e. Non-Collusion Proposal Certification (see Appendix H)
  
  10. Page 20. Price sheet. All prices shall be in whole U.S. dollars and the Price sheet shall be signed (see Appendix I).

## **Presentations**

Upon notification to bidders that they have been selected to submit a Technical Response, firms will also be scheduled for presentations to be given the week of December 14-18, 2020. Presentations should include the following:

- Clear understanding of TPO operations
- Demonstrates technical resources to accomplish task
- If subconsultants are to be utilized, identification of which task the subconsultant will perform
- Previous Experience of similar work
- Other elements (innovative approaches)
- Summary of ideas and closure

Time allotment: 30 minutes maximum

Upon completion of presentation, evaluators may conduct a question and answer session that may last up to an additional 20 minutes. There will be two (2) TPO staff evaluators and up to three (3) staff advisors.

Presentation Logistics: The bidder shall provide the virtual platform and link for TPO evaluators and advisors to attend.

## G. EVALUATION CRITERIA AND AWARD

Submitted Proposals and Presentations will be evaluated as follows:

Item	Criteria	Maximum Points
1	<b>Staffing</b> Relevant experience of key personnel, including assigned Project Manager. Used to assess background, capacity and experience.	10
2	<b>Platform</b> Bidder shall list the type of platform they will use for the services required in the scope of services. Information shall include features available, ease of use and level of training required to use.	25
3	<b>Methodology</b> Bidder shall provide a description of their approach on how they would develop a new website for the Space Coast TPO as described this RFP's scope of services. May also include information on alternative methods not specifically called out in scope that would enhance user experience or improve ease of maintaining site. This information provides a better understanding of bidder's depth of experience and services offered.	25
4	<b>Past performance (similar work)</b> Bidder shall provide three (3) sources of prior work of similar nature to this RFP. The past performance must include firm/business work performed for, length of contract, cost of contract, and a brief summary of the type of work performed. Information should also include any issues encountered and how they were resolved.	10
5	<b>Presentation</b> Ability to present approach and key features of the functionality of what a new website platform can provide.	20
6	<b>Cost*</b>	10
	Total Maximum Points	100

\*The total estimated development only cost reflected in the Price Sheet (Appendix I) will be worth a maximum of 10 points. The bidder submitting the lowest estimated total annual cost will be awarded 10 points with each subsequent bidder awarded points based on percentage difference to lowest annual cost. See the scoring example on following page.

**COST SCORING EXAMPLE:**

<b>Bidder A</b>	Raw Score	Weight	Total
Price Sheet Total - \$10,000 (Lowest)	100	10%	100 x .10 = 10
<b>Bidder B</b>	Raw Score	Weight	Total
Price Sheet Total - \$15,000 (*See Calculation Below)	60	10%	60 x .10 = 6
*Percentage Difference Calculation Formula: $( A - B  / ((A + B) / 2)) * 100$ $( 10,000 - 15,000  / ((10,000 + 15,000) / 2)) * 100 =$ $(5,000) / ((25,000 / 2)) * 100 =$ $(5,000 / 12,500) * 100 =$ $0.4 * 100 = 40 \% \text{ Difference}$  $100 - 40 = 60 \text{ points (Raw Score for Bidder B)}$			

**AWARD OF CONTRACT**

The award of this contract will be made to the highest overall total average of two evaluators scores awarded from Part 2.

**PROPOSAL REJECTION**

Any proposal submitted which fails to comply with any of the proposal requirements contained herein shall be considered irregular and shall be rejected. The TPO also reserves the right to reject any and all bids when in the best interest of the TPO.



## APPENDIX A – Proposal Cover Sheet

THIS COVER PAGE IS TO BE FILLED OUT AND RETURNED WITH YOUR BID PROPOSAL. FAILURE TO DO SO MAY SUBJECT YOUR PROPOSAL TO REJECTION.

Request for Proposals (RFP #): P-21-01

Description: Website Development

Bidder/Company Name: \_\_\_\_\_

Bidder certifies that they have read, understand, and willfully and faithfully comply with this solicitation, its attachments and any referenced documents. Bidder also certifies that the prices offered were independently developed without consultation with any of the other bidders or potential bidders. By signing below the bidder has also reviewed the General Terms and Conditions (Appendix J) and will execute said agreement if awarded contract. The submitter of this proposal agrees that the TPO reserves the right to reject any and all offers in whole or in part.

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_





## APPENDIX B – Execution of Proposal

By submitting this proposal, the potential contractor certifies the following:

- This proposal is signed by an authorized representative of the Bidder.
- It can obtain insurance certificates as required within ten (10) calendar days after notice of award.
- It is not included on the lists of persons or firms currently debarred for any reason, including but not limited to violations of various public contracts incorporating labor standards provisions, maintained by the United States Comptroller General, the United States Department of Transportation, the Florida Department of Transportation, the Space Coast Transportation Planning Organization, Brevard County or any other transportation agency of any state.

Therefore, in compliance with the Request for Proposals, and submit to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within 90 days from the due date of the Technical Response, to furnish the subject services for the prices quoted in the attached required Price Sheet form or as agreed upon during final negotiations.

BIDDER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name) DATE: \_\_\_\_\_

\*\*\*\*\*

RECEIPT OF PROPOSAL – DO NOT WRITE BELOW – FOR TPO USE ONLY

Space Coast Transportation Planning Organization

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

**Space Coast Transportation Planning Organization  
RFP #P-21-01, Website Development**



## APPENDIX C - References

The Bidder shall provide three (3) references for which the Bidder has provided similar scoped projects within the last five (5) years. The three references must be with different businesses/firms. The SCTPO may contact these references to determine quality of work the bidder provided. Failure to submit this information may subject bid to rejection.

Business #1 Name: \_\_\_\_\_

Contact Person/Phone Number: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Type of Work Performed: \_\_\_\_\_

Length of Contract: \_\_\_\_\_ Date Completed: \_\_\_\_\_ Contract Budget: \_\_\_\_\_

Business #2 Name: \_\_\_\_\_

Contact Person/Phone Number: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Type of Work Performed: \_\_\_\_\_

Length of Contract: \_\_\_\_\_ Date Completed: \_\_\_\_\_ Contract Budget: \_\_\_\_\_

Business #3 Name: \_\_\_\_\_

Contact Person/Phone Number: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Type of Work Performed: \_\_\_\_\_

Length of Contract: \_\_\_\_\_ Date Completed: \_\_\_\_\_ Contract Budget: \_\_\_\_\_



## APPENDIX D - Public Entity Crime Information

As provided in s. 287.133 F.S., "A person or affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or contractor under a contract with any public entity, any may not transact business with any public entity in excess of the threshold amounts provided in s. 287.017, F.S., for Category TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list." The person/legal entity submitting this proposal affirms that neither it nor its subcontractors, nor any of their principals, have been placed on the State of Florida convicted vendor list within the past 36 months.

Acknowledgement of Public Entity Crime Information:

Bidder (Company) Name:

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Typed Name and Title of Authorized Official:

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Authorized Signature:

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



## **APPENDIX E – Disadvantaged Business Enterprise (DBE) Statement**

The Space Coast Transportation Planning Organization has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The TPO has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the TPO has signed an assurance that it will comply with 49 CFR Part 26.

Therefore, the bidder shall agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of this Agreement. **If your company qualifies as a DBE, please provide with the bid proposal package a copy of the DBE certification letter.**



## APPENDIX F – Debarment and Suspension Certification

As Required by U.S. Regulations on Government Wide Debarment and  
Suspension (Non-procurement) at 49 CRF 29.510

(1) The (Name of Bidder) \_\_\_\_\_ hereby certifies to the best of its  
knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible,  
or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or  
had a civil judgment rendered against them for commission of fraud or a criminal offense  
in connection with obtaining, attempting to obtain, or performing a public (Federal, state,  
or local) transaction or contract under a public transaction; violation of Federal or state  
antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or  
destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a  
governmental entity (Federal, state, or local) with commission of any of the offenses listed  
in paragraph (b) of this certification; and

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

(2) The (Bidder) \_\_\_\_\_ also hereby certifies that if, later, it  
becomes aware of any information contradicting the statements of paragraphs (a) through (d)  
above, it will promptly provide that information to the U.S. DOT.

Company (Bidder) Name: \_\_\_\_\_

Typed Name and Title of Authorized Official: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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



## APPENDIX G – Certification Regarding Lobbying

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

Company (Bidder) Name: \_\_\_\_\_

Typed Name and Title of Authorized Official: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

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## APPENDIX H - Non-Collusion Proposal Certification

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

- 1) The prices in the Bid Proposal have been arrived at independently without collusion, consultation, communication or agreement, with any other Bidder or with any other competitor for the purpose of restricting competition as to any other matter relating to such prices.
- 2) Unless otherwise required by law, the prices which have been noted in this Bid Proposal have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor and,
- 3) No attempt has been made or will be made by the Bidder to induce any other person, partnership, or corporation to submit or not to submit a Bid Proposal for the purpose of restricting competition.

Company (Bidder) Name: \_\_\_\_\_

Typed Name and Title of Authorized Official: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

## APPENDIX I - PRICE SHEET

Bidder shall provide all labor, materials, and equipment necessary to develop a new website for the Space Coast TPO in accordance with the scope of services provided in Section E.

The following table is a guide that can be used to provide pricing and total cost estimates for proposal. Estimates should be as close to possible to final cost based on services proposed. Once a final bidder is selected, final discussions of features to be included in website will be determined and a final cost will be negotiated. If both parties fail to reach an agreement on services and costs, the TPO has the right to move to second highest scoring bidder or to abandon process if in the best interest of the TPO.

Type of Service	Description	Price
Website Development		
Add-on features (List each add-on and associated price if not included in basic development)		
Annual maintenance (clarify if separate during first year of development and then annual rate thereafter).		
	Estimated Total Cost for Development	
	Estimated Total Cost for Annual Maintenance	

Certified By (Bidder printed name): \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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





## **APPENDIX J – General Terms and Conditions of Agreement**

The Space Coast TPO receives its funding via Federal Transportation grant funds. As such, as a recipient of these funds, certain conditions must be met and included in all agreements that the TPO enters into. The following language shall be included in the final agreement between the SCTPO and winning bidder. If any bidder is unable to adhere or meet any of the following they will not be considered or awarded the website development bid. The word CONSULTANT represents the winning bidder.

### **DRAFT SERVICES AGREEMENT**

This is an agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the Space Coast Transportation Planning Organization, an agency of the State of Florida organized and operating pursuant to Section 339.175, Florida Statutes, hereinafter referred to as the TPO, and \_\_\_\_\_, hereinafter referred to as CONSULTANT.

For and in consideration of the mutual agreement hereinafter contained, the TPO hereby retains the CONSULTANT and the CONSULTANT hereby covenants to provide professional services as prescribed herein.

#### **SECTION 1. GENERAL IDENTIFICATION OF SERVICES**

All professional services provided by the CONSULTANT for the TPO shall be identified as listed in the Scope of Services, Attachment A of this Agreement, and performed to current professional standards of the applicable discipline. A written Notice to Proceed shall constitute an addendum to this agreement and shall be issued to the CONSULTANT to initiate work. Solicitation of work and selection of CONSULTANT was conducted in accordance with 2 CFR 200.321(d) using the advertised Request for Proposals, RFP #21-01.


#### **SECTION 2. TPO OBLIGATIONS**

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

#### **SECTION 3. FEDERAL PARTICIPATION AND USE OF FEDERAL FUNDS.**

3.1 Federal Participation. It is understood and agreed by the parties that in order to permit TPO participation in the expenditure of Federal PL Funds this Agreement may be subject to the approval of FHWA and FDOT. The Parties agree no supplemental agreement of any nature may be entered into by the parties hereto with regard to the services to be performed hereunder involving the expenditure or use of Federal PL Funds without the approval of FHWA or as otherwise provided for in this section.

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3.2 Use of Federal Funds. The TPO and the CONSULTANT agree that no Federal appropriated funds in connection with of this Agreement have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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, grant, loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

If any non-federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure Form to Report Lobbying".

In accordance with 49 CFR 20.110 and 31 U.S.C. 1352, parties agree to file a certification and disclosure form upon award of federal contract, grant, or cooperative agreement exceeding One Hundred Thousand Dollars (\$100,000).


#### **SECTION 4. DURATION OF AGREEMENT**

A. This Agreement shall remain in full force and effect for a period of five (5) years after its date of execution, although actual completion of the services hereunder may extend beyond such term, unless this Agreement is terminated by mutual consent of the parties as otherwise provided herein. The performance of specially and properly authorized projects may extend beyond the Agreement's five-year effective term and shall be compensated in accordance with Section 4. hereof. In addition, subject to the TPO's sole discretion, this Agreement may be extended by the TPO Executive Director or designee for one (1) additional year beyond the initial five (5) year period of the Agreement. In no event shall this Agreement extend beyond \_\_\_\_\_, 2027.

B. The TPO's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature and the federal government.

#### **SECTION 5. DEFAULT**

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



the extent that the TPO does not incur additional costs over those set forth in the CONSULTANT's canceled work.

#### **SECTION 6. PAYMENT AND PARTIAL PAYMENTS**

Subject to the TPO's right to withhold any amounts reasonably necessary to complete or correct defective or substandard work, the TPO shall make payments or partial payments to the CONSULTANT for all authorized work performed in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70, et seq. A payment schedule shall be determined and issued with a Notice to Proceed order.

- A. The CONSULTANT shall submit signed invoices to the TPO.
- B. The amount of each invoice submitted shall be the amount due for all services performed to date in connection with authorized work, as certified by the CONSULTANT. The current total (gross) invoice amount, current retention amount, current net invoice, previous amount(s) invoiced and amount of remaining project budget, if applicable, shall be clearly indicated on each invoice.
- C. If the TPO determines that an invoice does not comply with the above requirements, the CONTRACTOR shall be notified in writing of the issue(s) related to the invoice within seven (7) days of TPO's receipt of the invoice. The TPO reserves the right to withhold payments in the event of CONTRACTOR's performance being materially non-compliant with the Agreement. In the event the TPO fails to pay any invoice when due, in addition to any other right reserved hereunder, CONTRACTOR reserves the right to suspend or limit performance until all past due sums are paid.
- D. Sales Tax. The TPO is exempted from payment of Florida state sales and use taxes and Federal Excise tax. The CONSULTANT, however, shall not be exempted from paying Florida state sales and use taxes to the appropriate governmental agencies or for payment by the CONSULTANT to suppliers for taxes on materials used to fulfill its contractual obligations with the TPO. The CONSULTANT shall not use the TPO's exemption number in securing such materials. The CONSULTANT shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement. Said sales and use or excise taxes may be submitted for reimbursement to the TPO. The CONSULTANT shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement. This sub-section shall survive the termination of this Agreement.
- E. The CONSULTANT shall not pledge the TPO's credit or make the TPO a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.



## **SECTION 7. RIGHT OF APPEAL**

All services shall be performed by the CONSULTANT to current reasonable professional standards and practices and to the reasonable requirements of the TPO. The TPO staff shall decide and dispose of all claims, questions and disputes arising under this Agreement. Such determination shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. In the event the CONSULTANT does not concur with the decisions of the TPO, within ten (10) days filed in the TPO office after determination by the TPO staff, the CONSULTANT shall present any such objections in writing to the TPO Chairman and, upon request, any adverse determination shall be referred to an appeal board comprised of a representative of the TPO Board, the TPO Technical Advisory Committee and the TPO Citizens Advisory Committee for review and disposition at a hearing to be held within thirty (30) days after receipt of the appeal. This paragraph does not constitute a waiver of either party's right to proceed in a court of competent jurisdiction, provided that prior to filing any suit the CONSULTANT goes through the appeal process established in this Agreement and provided further that the CONSULTANT strictly abides by the ten-day time deadline set forth in this paragraph.

## **SECTION 8. ATTORNEY'S FEES**

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


## **SECTION 9. AUDIT RIGHTS**

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

## **SECTION 10. SUBCONTRACTING**

The CONSULTANT shall not subcontract, assign, or transfer any work, or the performance of any work, under this Agreement without the written approval of the TPO, which approval may be denied by the TPO for any reason. When applicable, the CONSULTANT shall cause the names of any subcontracted firms responsible for major portions (or separate specialty) of the work to be inserted in the pertinent documents or data. In the event of any subcontracting, assignment, or transfer of work hereunder approved by the TPO, the assignee, transferee, or subcontractor shall be bound to all

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provisions of this Agreement to the same extent as the CONSULTANT had the assignment, transfer, or subcontracting not been approved by the TPO.

#### **SECTION 11. UNAUTHORIZED ALIEN WORKERS**

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

The CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing the use of the system, to confirm the employment eligibility of: (i) all persons employed by the CONSULTANT during the term of this Agreement to perform employment duties within Florida; and (ii) all persons, including subcontractors, assigned by the CONSULTANT to perform work pursuant to this Agreement with the TPO.

#### **SECTION 12. TERMINATION/MODIFICATION OF AGREEMENT**

- A. The TPO may terminate this Agreement for any reason upon thirty (30) days written notice. The CONSULTANT may terminate this Agreement for any reason upon thirty (30) days written notice. The TPO shall pay the CONSULTANT for work completed to the date of termination. The TPO reserves the right and is hereby granted the right to direct the CONSULTANT to complete any outstanding approved work activities.
- B. In the event of termination, the TPO's sole obligation to the CONSULTANT shall be payment for those portions of satisfactorily completed performed work previously authorized. Such payment shall be determined on the basis of the percentage of work completed as estimated by the CONSULTANT, and agreed upon by the TPO up to the time of termination after submission of a billing consistent with Section 4 of this Agreement is first provided by the CONSULTANT. In the event of such termination, the TPO may, without penalty or other obligation to the CONSULTANT, elect to employ other persons to perform the same or similar services.
- C. The terms of this Agreement may be modified upon the mutual agreement of the CONSULTANT and the TPO as confirmed in writing.
- D. In the event that the CONSULTANT changes its name, merges with another company, becomes a subsidiary or makes other substantial change in structure or in the following principles or project managers, the TPO reserves the right to terminate this Agreement subject to the terms prescribed above.
- E. In the event of termination of this Agreement, the CONSULTANT agrees to surrender any and all documents prepared by the CONSULTANT for the TPO in connection with this Agreement, of which the TPO shall have full



ownership thereof. The CONSULTANT shall retain copies of such documents for record purposes.

### **SECTION 13. INDEMNIFICATION & INSURANCE**

A. Types of insurance. The CONSULTANT shall provide the following described insurance policies. The CONSULTANT shall provide and maintain, at all times during the term of the Agreement, without cost or expense to the TPO, policies of insurance generally known as comprehensive general liability insurance, (to include products and completed operations) and professional liability insurance and auto liability insurance. These policies of insurance shall cover the CONSULTANT for any and all claims, demands, and expenses whatsoever, including defense and causes for action for general damages, bodily injury and property damage arising out of or to the extent caused by negligent acts, errors or omissions of the CONSULTANT.

Insurance shall be provided as follows:


1. Workers' compensation insurance which meets applicable statutory requirements, and Employer's Liability insurance with minimum limits of One Hundred Thousand Dollars (\$100,000) for each accident, or as required from time to time by Federal and State law, whichever amount shall be higher.

2. Comprehensive commercial general liability insurance with limits of Two Million Dollars (\$2,000,000) as the combined single limit for each occurrence of bodily injury, personal injury and property damage. The policy shall provide blanket contractual liability insurance for all written contracts and shall include coverage for products and completed operations liability and independent contractor's liability.

3. Automobile liability insurance covering all owned, hired and non-owned vehicles in use by the CONSULTANT, its employees and agents, contractors, and sub-subconsultants, if any, all with personal protection insurance and property protection insurance to comply with the provisions of state law, with minimum limits of One Million Dollars (\$1,000,000) as the combined single limit for each occurrence for bodily injury and property damage. The foregoing reference to sub-consultants shall not be interpreted as permission to utilize the same.

4. Professional Liability Insurance with limits of Two Million Dollars (\$2,000,000) as the combined single limit for each occurrence of negligence or intentional misconduct for acts of professional liability or malpractice related to this Agreement. Professional Liability Insurance, if written on a "claims made" basis, shall further be maintained for four [4] years after the term of this Agreement.

In the event that the CONSULTANT shall fail to comply with the requirement of insurance provision, the TPO is authorized, but in no event shall be obligated, to purchase such insurance, and the TPO may bill the CONSULTANT or deduct the cost of the aforesaid insurance from the billings to the TPO by the CONSULTANT. The CONSULTANT shall immediately forward (within thirty (30) days of the receipt of an invoice from the TPO) funds to the TPO in full payment for said insurance. Failure to pay as provided shall be subject to the charge of interest at the then highest legal rate permitted by law. It is expressly agreed that neither the provision of the insurance referred to the TPO nor the



TPO's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage.

B. Insurance Administration:

1. Occurrence basis. All policies, except professional liability insurance and workers' compensation, shall be written on an occurrence and not a claims-made basis.

2. Coverage amounts. The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as, in combination, the limits equal or exceed those stated.

3. Named insured. All policies, except for workers' compensation policies, shall name the TPO as an "additional insured." Each policy which is to be endorsed to add the TPO as an additional insured, shall contain cross-liability wording as follows:


"In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder."

4. Evidence of insurance. Copies of all insurance policies with the terms/endorsements and designations of "additional insured" are required by this Agreement for each insurance policy required to be obtained by the CONSULTANT in compliance with this section, along with written evidence of payment of required premiums, shall be filed and continuously maintained with the TPO during the term of Agreement hereunder and prior to commencement of all projects, tasks, or work hereunder. The filing of a certificate of insurance with the TPO shall not be interpreted as being in compliance with the foregoing requirements. The CONSULTANT shall immediately advise the TPO of any claim or litigation that may result in liability to the TPO.

5. Cancellation of policies of insurance. All insurance policies maintained pursuant to this Agreement shall contain the following endorsement:

"At least thirty (30) days prior, written notice shall be given to the Space Coast Transportation Planning Organization, or successor hereof, by the insurer of any intention not to renew such policy or to cancel, replace or materially alter same."

6. Insurance companies. All insurance shall be affected under valid and enforceable policies, insured by insurers licensed to do business by the State of Florida Insurance Commission, or said Commissioner's successor, or surplus line carriers on the State of Florida Insurance Commissioner's approved list of companies qualified to do business in the State of Florida. All insurance carriers and surplus line carriers shall be rated A+, with a financial quality of VII, or better by A.M. Best Company.



7. Deductibles. All insurance policies may be written with deductibles, not to exceed Twenty-Five Thousand Dollars (\$25,000) unless approved in advance by the TPO. The CONSULTANT agrees to indemnify and save harmless the TPO from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished by this Agreement.


8. Sub-contractors. The CONSULTANT shall require that each and every one of its sub-contractors and their sub-subcontractors, who perform work related to this Agreement shall carry, in full force and effect, workers' compensation, comprehensive general public liability, professional liability and automobile liability insurance coverages of the type which the CONSULTANT is required to obtain under the terms of this sub-section, with appropriate limits of insurance, all naming the TPO as an additional insured. Copies of sub-consultant insurance policies shall be promptly filed with the TPO by the CONSULTANT promptly after the signing of a contract between the CONSULTANT and the sub-consultant.

9. If the CONSULTANT, or a sub-consultant, fails to pay for all insurance due and as required above, the TPO may, but shall not be obligated to, pay the same, and upon written request the CONSULTANT shall promptly reimburse the TPO for the cost of said insurance. If the CONSULTANT does not reimburse the TPO, subject to the 15-day grace period, the CONSULTANT shall be in material default of this Agreement and, in addition to all other remedies available at law or under this Agreement, the TPO may, but is not obligated to take such measures as the TPO deems appropriate to obtain and pay for such insurance. Upon written request, the CONSULTANT shall immediately reimburse the TPO for the amount thereof (including all interest imposed by the assessing agency for late or non-payment of insurance and penalties attributable thereto) plus interest, all at the then highest legal rate of interest.

C. Indemnification. The CONSULTANT shall indemnify the TPO and hold the TPO harmless from and against all costs, liabilities, expenses, losses, claims, damages, injuries (including death) or obligations pertaining to this Agreement and any work related or arising from this Agreement, including but not limited to bodily injury (including death), malpractice, or property damage, or otherwise arising out of actions or omissions of the CONSULTANT, a sub-consultant, or other person or legal entity, taken to implement the accomplishment of the tasks set forth in this Agreement, and not caused by the sole, negligence or, intentional misconduct of the TPO. The CONSULTANT shall indemnify the TPO and hold the TPO harmless from and against any fine, penalty, liability, or cost arising out of the CONSULTANT's (or sub-consultant) violation of this Agreement or violation of any law, ordinance, rule, or governmental regulation applicable to any work or tasks performed or omitted to be performed pursuant to this Agreement or arising therefrom. The TPO and the CONSULTANT agree that the indemnification set forth in this Paragraph includes reasonable attorneys'/paralegals' fees incurred by the TPO due to the matters covered by this indemnification.

D. Defense of the TPO. In the event any action or proceeding shall be brought against the TPO by reason of any matter for which the TPO is indemnified hereunder, the CONSULTANT shall, upon notice from the TPO, at the CONSULTANT's sole cost and





expense, resist and defend the same with legal counsel mutually selected by the CONSULTANT and the TPO; provided, however, that the CONSULTANT shall not admit liability in any such matter on behalf of the TPO without the written consent of the TPO and provided, further, that the CONSULTANT shall not admit liability for, nor enter into any compromise or settlement of, any claim for which it is indemnified hereunder, without the prior written consent of the CONSULTANT.

All provisions of sub-sections C and D shall survive the termination of this Agreement.

#### **SECTION 14. INTEREST OF CONSULTANT**


The CONSULTANT covenants that it presently has no conflict of interest and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required to be performed under this Agreement. The CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed. No member, officer, or employee of the TPO either during his or her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

#### **SECTION 15. CIVIL RIGHTS.** The following requirements apply to this Agreement:

a. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 USC §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC §6102, section 202 of the Americans with Disabilities Act of 1990, as amended, 42 USC §12132, and Federal transit law at 49 USC §5332, as each may be amended from time to time, the COUNTY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the COUNTY agrees to comply with all applicable federal implementing regulations and any other implementing requirements that FHWA or the FTA may issue.

b. Equal Employment Opportunity:

(1) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC §2000e, and Federal transit laws at 49 USC §5332, the CONSULTANT agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60, *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC §2000e note), and with any other



applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the project. The CONSULTANT agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age.

Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

In addition, the CONSULTANT agrees to comply with any implementing requirements that FHWA or the FTA may issue.


(2) Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC §623 and federal transit law at 49 USC §5332, the CONSULTANT agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONSULTANT agrees to comply with any implementing requirements FHWA or the FTA may issue.

(3) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 USC §12112, the CONSULTANT agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONSULTANT agrees to comply with any implementing requirements that the FHWA or the FTA may issue.

(4) The CONSULTANT also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by the FHWA or the FTA, modified only to identify the affected parties.

#### **SECTION 16. DISADVANTAGED BUSINESS ENTERPRISE (DBE):**

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



Business Enterprises have the maximum opportunity to compete for and perform contracts.

**SECTION 17. REQUIRED FEDERAL DISCLAIMER**

The CONSULTANT agrees that it shall display the following disclaimer on all reports generated by the CONSULTANT:

The preparation of this report has been financed in part through grant[s] from the Federal Highway Administration and Federal Transit Administration, U.S. Department of Transportation, under the State Planning and Research Program, Section 505 [or Metropolitan Planning Program, Section 104(f)] of Title 23, U.S. Code. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation.

**SECTION 18. CONFLICT OF INTEREST.** No member, officer, or employee of the TPO either during his or her tenure or for one year thereafter shall have any interests, direct or indirect, in this contract or the proceeds thereof. The provisions of this paragraph shall not be applicable to any agreement between the TPO and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

As provided by 23 CFR Sec. 1.33, no official or employee of a state or any other governmental instrumentality who is authorized in his official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract. No engineer, attorney, appraiser, inspector or other person performing services for a state or a governmental instrumentality in connection with this project shall have, directly or indirectly, a financial or other personal interest, other than his employment or retention by a state or other governmental instrumentality, in any contract or subcontract in connection with such project. No officer or employee of such person retained by a state or other governmental instrumentality shall have, directly or indirectly, any financial or other personal interest in any real property acquired for a project unless such interest is openly disclosed upon the public records of the state highway department and of such other governmental instrumentality, and such officer, employee or person has not participated in such acquisition for and in behalf of the state.



**SECTION 19. ENTIRETY OF AGREEMENT**

This writing, together with written requests for work and signed Notices to Proceed that may follow, embody the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein.

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

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

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


Other than the U.S. Department of Transportation and the Florida Department of Transportation, there are no implied or express third-party beneficiaries of this Agreement.

**SECTION 20. GOVERNING LAWS.** This Agreement shall be governed, construed and interpreted under the laws of the State of Florida.

**SECTION 21. VENUE**

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

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

SPACE COAST TRANSPORTATION PLANNING ORGANIZATION  
An agency of the State of Florida organized and operating  
Pursuant to Section 339.175, Florida Statutes

\_\_\_\_\_  
Georganna Gillette  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Space Coast TPO Executive Director  
Title

CONSULTANT:

\_\_\_\_\_  
By: (Authorized Signature)

\_\_\_\_\_  
(Print Full Name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Phone Number