

Date: Friday, March 27, 2026

To: Prospective Proposers

From: Mark Yaxis, Charlotte County – Punta Gorda MPO

RE: RFP #2026-01 – *General Planning Consultant Services for the Charlotte County – Punta Gorda Metropolitan Planning Organization*

Dear Prospective Proposer,

The Charlotte County – Punta Gorda Metropolitan Planning Organization (MPO) is seeking multiple qualified firms to provide General Planning Consultant Services.

Please refer to the Legal Advertisement and Request for Proposals (RFP) included in the enclosed Proposal Package for the full submission schedule, including the proposal due date. A detailed Scope of Services is also provided within the Proposal Package.

Proposals must be submitted electronically via email to Mark Yaxis at **Yaxis@ccpgmpo.gov** as well as one original and five printed copies mailed or hand delivered to the MPO office at **1050 Loveland Boulevard, Box C, Port Charlotte, FL 33980**.

Any questions regarding this Request for Proposals should be directed to:

- **Mark Yaxis** – Yaxis@ccpgmpo.gov | 941-883-3539
- **Lakshmi N. Gurram** – Gurram@ccpgmpo.gov | 941-883-3537

Thank you for your interest. We look forward to your participation in this process.

Sincerely,

Mark Yaxis

Multimodal Planner

Charlotte County – Punta Gorda Metropolitan Planning Organization



RFP NO. 2026-01

**General Planning Consultant Services for the
Charlotte County - Punta Gorda Metropolitan Planning Organization**

Prepared by:

Charlotte County - Punta Gorda Metropolitan Planning Organization

Date: March 27, 2026

Table of Contents

Legal Advertisement	3
Request for Proposals (RFP)	4
Proposal Requirements	6
Proposal Timeline	7
Evaluation Criteria	8
Attachment A – Professional Services Agreement	10
Exhibits	33
Exhibit A – Scope of Services	34
Exhibit B – Fee Rate Schedule	37
Exhibit C – Sample Work Assignment	45
Exhibit D – Affidavit of No Conflict	46
Exhibit E – Insurance Requirements	48
Exhibit F – Debarment and Suspension Certification	51
Exhibit G – Lobbying Certification	52
Exhibit H – Title VI-Nondiscrimination Assurance	53
Exhibit I – Drug-Free Workplace Certification	54
Exhibit J – E-Verify	55
Exhibit K – Public Entity Crimes	56
Exhibit L – Truth in Negotiation Certification	57
Exhibit M – Scrutinized Companies List Certification	58
General Planning Consultant Certification	59



CHARLOTTE COUNTY- PUNTA GORDA METROPOLITAN PLANNING ORGANIZATION

REQUEST FOR PROPOSALS (RFPs) NOTICE TO PROFESSIONAL CONSULTANTS

PURPOSE: GENERAL PLANNING CONSULTANTS (GPC)

The Charlotte County-Punta Gorda Metropolitan Planning Organization (MPO) in conjunction with the Florida Department of Transportation (FDOT) is soliciting professional consultants to submit Letters of Interest for consideration in the competitive selection of professional transportation planning services. The General Planning Consultant (GPC) contract will be retained for a period of five years.

SCOPE OF WORK: The MPO requires the services of one or more consultants to provide production support to the MPO's transportation planning activities set forth in the Unified Planning Work Program (UPWP). The length of service to provide production support will be up to five (5) years. The length of the contract shall be extended for two additional one-year renewals. The work includes providing assistance to the MPO for revenue forecasting and projections, public involvement, corridor and small area studies, traffic engineering studies, ITS needs assessment, project cost estimation, land use modeling, GIS assistance, Bike-Ped Master plan update, Congestion Management Plan, long range transportation planning and modeling, transit studies, and other miscellaneous studies as directed. Staff for work assigned by the MPO, and consistent with its UPWP. Consideration will be given to only those firms that have been prequalified by FDOT to perform the following major type(s) of work.

MAJOR TYPES OF WORK: Consultants may be asked to provide planning services related to various MPO activities which may include:

Policy planning	Systems Planning or Transportation System Monitoring/Data Collection
Long-Range Planning	Subarea/Corridor Planning or Special Project Planning
Regional Planning	Public Participation

TO RESPOND: Consideration will be given solely to firms qualified to conduct business in the State of Florida and prequalified by the Florida Department of Transportation to perform the listed major types of work

PROPOSAL PACKAGES INFORMATION/REQUEST FOR PROPOSALS: Requests for questions or clarifications of the requirements or inquiries about the general planning consultant services information (questions) contained in the package must be submitted to Mark Yaxis, 941-883-3535, Yaxis@ccpgmpo.gov or Lakshmi N. Gurram, Gurram@ccpgmpo.gov by 4:00 p.m. EST, Friday, April 3, 2026. Responses to all questions will be posted at one time by 4:00 p.m. EST, Monday, April 6, 2026, on the MPO webpage at www.ccpmpo.gov. Final proposals are due no later than Friday, May 8, 2026, at 5:00 p.m. EST. The complete GPC packet may be obtained from the [MPO website](#), via email from the staff contacts mentioned prior, or in person at the MPO office. Late submissions or questions will not be accepted, except under the sole discretion of the MPO.



Charlotte County – Punta Gorda Metropolitan Planning Organization General Planning Consultant (GPC) Services Request For Proposals (RFP)

The Charlotte County-Punta Gorda MPO (CCPGMPO) is seeking proposals from consultants to provide continuing general transportation planning activities set forth in the MPOs Unified Planning Work Program (UPWP). The purpose of this Request for Proposals (RFP) is to solicit letters of interest and statements of qualification from professional consulting firms interested in providing continuing general transportation planning consulting services for the Charlotte County-Punta Gorda MPO.

The length of service to provide production will be up to five (5) years. The scope of work will include aiding MPO staff for work assigned by the MPO, consistent with the UPWP. The selected consultants will assist MPO Staff with production support for transportation planning activities including a clear understanding of the MPO planning process, technical analysis and forecasting, community engagement and public involvement strategies, preparation of planning documents, graphics, and visualizations and general support for MPO planning processes.

Major Types of Work

Consultants may be asked to provide planning services related to various MPO activities which may include but is not limited to, the following examples:

- Policy planning
- Systems Planning or Transportation System Monitoring/Traffic Data Collection
- Subarea/Corridor Planning or Special Project Planning
- Long-Range Planning
- Regional Planning
- Public Participation
- Transit Planning
- Short- and Long-Range Planning
- Conceptual Design Services

Scope of Work

Consultants may be required to work on one or more of the following products or categories in the UPWP:

- Unified Planning Work Program (UPWP)
- Bicycle/Pedestrian Master Plan
- Performance Measures
- TSM&O System Planning
- Mapping and Graphics Production
- Public Participation and Facilitation
- Long-Range Transportation Plan (LRTP)
- Bicycle and Pedestrian Planning
- Safety Planning
- Travel Demand Modeling
- Development of Project Cost Estimates

Qualifications of Consultants

Interested parties must demonstrate substantial prior experience in providing similar services to Metropolitan Planning Organizations. Personnel proposed for this contract must possess the necessary professional skills and qualifications to perform the required services and all work to be performed must adhere to applicable federal and state laws, procedures, and guidelines.

The selected firm(s) shall be responsible for maintaining knowledge of and compliance with all federal and state regulations. Consideration will be given solely to firms qualified to conduct business in the State of Florida and prequalified by the Florida Department of Transportation to perform the listed major types of work.

Proposal Submittals Due/Staff Contact:

Proposals Due: All proposals must be mailed or delivered in a single, sealed package to the Charlotte County-Punta Gorda MPO no later than 5:00 pm on Friday, May 8, 2026 at the address listed below. All questions or clarifications must be submitted no later than April 3, 2026 by 4:00pm and all answers will be posted at one time no later than 4:00pm on April 6, 2026 to the MPO website, www.ccpgmpo.gov.

Staff Contact: Mark Yaxis, 941-883-3535, Yaxis@ccpgmpo.gov
cc: Lakshmi N. Gurram, 941-883-3535, Gurram@ccpgmpo.gov
Charlotte County-Punta Gorda MPO
1050 Loveland Blvd, Box C
Port Charlotte FL, 33980-1814

All proposal packages must include:

One (1) Original copy with all required documents located within Attachment A ~~and Attachment B~~ of the full GPC RFP, including all state and federal forms.

One (1) Electronic Copy of the entire proposal including all required state and federal documents identical to the printed original proposal. PDFs must be printable. Electronic copy shall be submitted via a single flash drive included in the sealed package, or via email to: Yaxis@ccpgmpo.gov cc: Gurram@ccpgmpo.gov.

Five (5) Printed hard copies of the proposal which will include details as identified below. The proposals will remain in effect for 90 calendar days from the date of submission. The MPO reserves the right to reject any and all proposals

Proposals should be on standard 8.5"x11" paper and use 12-point font, single spacing.

Required Contents of Proposal

1. Cover Page shall include the following
 - a. Company Name
 - b. Primary Office Address
 - c. Phone Number(s)
 - d. Contact Name, Title
 - i. Email Address
 - ii. Direct Phone Number (Cell and Office)
 - e. Designated Project Manager and Title
 - i. Email Address
 - ii. Direct Phone Number (Cell and Office)
2. Table of Contents (1 Page)
3. Transmittal Letter
 - a. Signed by an officer of the company with authority to enter into a contract
4. Staff Chart (2 Pages Maximum)
 - a. Brief biographies of key personnel (consultants and subcontractors)
 - b. Each biography (~~1/2 page each~~) must include:
 - i. Total years of planning experience
 - ii. Years in current position
 - iii. Primary office location
5. Proposal Narrative (10 Pages Maximum)
 - a. Demonstrates a general understanding of the requested services
 - b. Highlight qualifications, experience, approach, innovations,
 - c. Explain why your team is best qualified to work with MPO staff, consultants, and partners.
6. Samples of Work (1-3 Pages)
 - a. Up to ten (10) samples corresponding to the major types of work/scope of services
 - b. indicate roles of team members on projects.
 - c. Provide links to these samples (do not include the full documents)
7. Professional References (1 Page)
 - a. At least three (3) separate contacts including
 - i. Name, title, company,
 - ii. relationship to the type of work performed
 - iii. Phone number, and email address.
8. Resumes/CVs
 - a. For Staff members to be assigned to this contract

- b. Include professional organizations, certifications, leadership roles, awards, and any presentations given at state or national conferences.
- 9. Certifications
 - a. Both state and federal certifications signed by an authorized officer of the company
- 10. ~~The consultant selected by the MPO Board shall include all twelve (12) exhibits contained within pages 33-58 of this packet, and outlined in Article 2 of Attachment A on pages 11 and 12.~~
 Proposals are asked to include the twelve (12) exhibits contained within page 33-58 of this packet and outlined in Article 2 of Attachment A on pages 11 and 12 as sample or draft documents. Final selected firms may be required to revise, update, or resubmit the exhibits following proposal evaluation to reflect final terms and negotiations.

Timeline of the Proposal

Timeline		
1	March 27, 2026	Issue RFP & Advertise
2	April 3, 2026	Last day to submit questions/requests for clarification by 4:00 pm
3	April 6, 2026	Questions/Addendums and answers posted no later than 4:00 pm
4	May 8, 2026 @ 5:00 pm EST	Proposal for closing date
5	June 3-5, 2026	In person presentation to Selection Committee
6	June 10, 2026	Notice of short-listed firms & posted to MPO website by 4:00pm
7	July 15, 2026	TAC/CAC Meeting
8	July 16, 2026	BPAC meeting
8	Aug 3, 2026	MPO Board Approval
9	August 3 – August 7, 2026	Period to submit dispute on selection
10	August 10 – Sep 1, 2026	Services Contract negotiations
11	Oct 5, 2026	Contract Begins

**Dates may be adjusted without notice, as needs and circumstances dictate.*

EVALUATION CRITERIA

Each member of the Selection Committee shall evaluate proposals using the same established criteria to ensure consistency, fairness, and uniformity throughout the grading process.

The following guidelines will be used for evaluations:

- 1. Qualifications of Firm & Key Personnel Firm's Credentials (25 Points):** The Consultant shall include the following in their proposal
 - a. Provide a clear description of the firm's business history, including the total number of years it has been in operation and the year it was established.
 - b. Identify the firm's principals, their roles, and the total number of employees.
 - c. Include any additional information that demonstrates the firm's capabilities, capacity, and overall qualifications to perform the required services.
 - d. Provide a brief introduction to each key individual and describing their role in performing the scope of services.
 - e. Include an organizational chart showing relationships between the proposer, sub-consultants, and the MPO, including communication, authority, and responsibilities.
 - f. For each person on the chart, identify company affiliation, office location, and provide a résumé.
 - g. Identify any existing working relationships among the Project Manager, key staff, and sub-consultants, including past projects and roles.
 - h. Provide letters of intent from all sub-consultants confirming participation.
 - i. Scoring considers dedicated personnel (typical 15 points) and awards additional points for relevant past work, exceptional expertise, and demonstrated team collaboration.

- 2. Related Technical Experience (20 Points):**

Consultant shall be

 - a. Evaluated on experience performance on similar projects, including reference checks, and must have at least five years of acceptable professional experience on projects of comparable size and scope.
 - b. Consultant must describe relevant project experience, including project scope, tasks performed, and other pertinent details.
 - c. Typical scoring is 10 points for firms with strong, satisfactory experience; additional points may be awarded for substantial related experience and outstanding past performance, while firms with limited or no similar experience will receive fewer points.

3. Ability to Complete on Time and Within Budget (10 Points):

Rating will be based on

- a. Implement detailed timelines, milestone tracking, and regular progress reviews to ensure on-time delivery.
- b. Balance current and projected workload through resource planning to prevent delays. Maintain availability of qualified staff and allocate personnel strategically to meet project demands.
- c. Use cost-tracking systems to monitor expenditures and provide evidence of final costs versus budgets.
- d. Submit documentation and references from past projects confirming timely completion and budget compliance.

4. Past Performance (15)

- a. Quality of previous work for MPOs or similar agencies; references; timeliness; responsiveness; ability to meet deadlines.

5. Current/Planned Workload (10)

- a. Assesses the consultant's current and anticipated workload to determine the firm's capacity to perform the requested Work Assignment Order within the required schedule.
- b. Consider the firm's available staff resources, ongoing commitments, and ability to allocate qualified personnel without compromising performance or timeliness

6. Quality Assurance/ Quality Control Program (10 Points):

- a. Outline the firm's QA/QC procedures for ensuring accuracy and compliance.
- b. Identify QA/QC staff and their review responsibilities.
- c. Describe how QA/QC is applied to all task orders, including sub-consultant coordination.

7. Innovation Project (10 Points): Provide an example where your firm has used innovation in the past to address one of the tasks identified in the scope.

Total Points Available: 100



AGREEMENT NO. 2026-01

General Planning Consultant Services Agreement

between

Charlotte County – Punta Gorda Metropolitan Planning Organization

And

(CONSULTANT)

AGREEMENT FOR GENERAL CONSULTING SERVICES

THIS AGREEMENT is entered into by and between **CHARLOTTE COUNTY – PUNTA GORDA METROPOLITAN PLANNING ORGANIZATION**, hereinafter referred to as "MPO", with offices located at 1050 Loveland Blvd, Port Charlotte, Florida, 33980, and _____ (CONSULTANT), a General Planning Consultant, authorized to conduct business in the State of Florida and prequalified by the Florida Department of Transportation, hereinafter referred to as the "CONSULTANT", duly authorized to conduct business in the State of Florida with offices located at _____ (Address). The MPO and the CONSULTANT are collectively referred to as the Parties and also individually as a Party.

WHEREAS, the MPO has determined that it is necessary, expedient and in its best interests to retain the CONSULTANT to render professional services as described in this Agreement for the purpose of general transportation planning.

WHEREAS, the CONSULTANT submitted a proposal in response to Request For Proposal for General Planning Consultant (GPC) Services August 2020 and the MPO thereafter conducted a competitive selection process in compliance with Chapter 287.087, resulting in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the Parties hereto agree as follows:

ARTICLE 1. SCOPE OF SERVICES

CONSULTANT covenants and represents to MPO that CONSULTANT shall provide services to perform transportation planning services as defined by the Florida Department of Transportation as detailed in "**Exhibit A**" - "**Scope of Services**"

ARTICLE 2. EXHIBITS INCORPORATED

This agreement consists of a primary contract and twelve (12) exhibits, which are as follows:

Exhibit A – SCOPE OF SERVICES

Exhibit B – FEE RATE SCHEDULE

Exhibit C – SAMPLE WORK ASSIGNMENT

Exhibit D – AFFIDAVIT OF NO CONFLICT

Exhibit E – INSURANCE REQUIREMENTS

Exhibit F – DEBARMENT AND SUSPENSION CERTIFICATE

Exhibit G – LOBBYING CERTIFICATION

Exhibit H – TITLE VI NON-DISCRIMINATION ASSURANCE

Exhibit I - DRUG-FREE WORKPLACE CERTIFICATION

Exhibit J - E-VERIFY

Exhibit K - SWORN STATEMENT

Exhibit L – TRUTH IN NEGOTIATION STATEMENT

Exhibit M - VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

These Exhibits are attached hereto and are incorporated into the Agreement. In the event of a conflict between the terms and conditions provided in the Articles of this Agreement and any Exhibit, the provisions contained within these Articles shall prevail unless the term or provision in the Exhibit specifically states that it shall prevail.

ARTICLE 3. COMPENSATION

The MPO agrees to compensate the CONSULTANT for services performed under this Agreement as specified in each approved Work Assignment.

- A. Payment shall be made upon satisfactory performance of services. Each Work Assignment may be compensated on a lump-sum basis or on a time-and-materials basis, as mutually agreed in writing.
- B. The maximum compensation for each Work Assignment shall be established in writing and shall include all labor, expenses, and reimbursable costs necessary to complete the services described.
- C. When compensation is based on time and materials, the CONSULTANT shall use the FDOT-audited hourly rates in Exhibit B. These fully loaded rates include all salaries, overhead, indirect costs, fringe benefits, administrative expenses, and operating margin. Partial hours shall be billed in one-tenth (0.1) hour increments.
- D. A “Task” refers to a defined grouping of services described in Exhibit A or in an individual Work Assignment.
- E. The CONSULTANT affirms that the compensation established in each Work Assignment is sufficient to perform the required services. No additional compensation shall be provided unless the MPO issues a written amendment or Work Assignment modification.
- F. Any proposed changes to rates, classifications, or staffing must be submitted in writing and approved by the MPO before taking effect. If unanticipated staffing changes occur, the CONSULTANT shall request approval for replacements or rate adjustments. If agreement cannot be reached, the MPO may terminate the affected Work Assignment or this Agreement.

G. All compensation is contingent upon the availability of federal and state planning funds and the annual approval of the MPO's Unified Planning Work Program (UPWP) by FDOT, FHWA, and FTA. The MPO may suspend or terminate work if funding is reduced, delayed, or withdrawn.

ARTICLE 4. INVOICES AND TIME OF PAYMENT

A. Invoice Requirements

The CONSULTANT may submit invoices in accordance with the schedule and deliverables approved in each Work Assignment. Each invoice shall include:

- A description of work performed and progress toward deliverables.
- The applicable Work Assignment number and MPO accounting code.
- Total compensation due for the billing period, not to exceed the Work Assignment maximum.
- Any reimbursable expenses authorized in the Work Assignment.
- Required supporting documentation.

The MPO may withhold payment for incomplete or unacceptable deliverables or for amounts owed to the MPO under any other agreement with the CONSULTANT.

B. Reimbursable Expenses

All costs of providing services are the responsibility of the CONSULTANT except for the following reimbursable items, when authorized:

- Reproduction costs beyond routine reporting.
- Required permit or document fees supported by original invoices.
- Courier services requested by the MPO.

The final invoice shall be clearly marked "**Final Invoice.**"

C. Records and Audit Access

The CONSULTANT shall maintain all payroll, cost, and project records, including those of subconsultants, and make them available to the MPO upon request. Records shall be retained for **three (3) years** after final payment or longer if required by federal law. The MPO, FDOT, FHWA, FTA, and the U.S. Comptroller General shall have full access for audit and inspection.

D. Progress Payments

Unless otherwise specified in Exhibit A or the Work Assignment, the CONSULTANT and MPO Project Manager shall agree monthly on the percentage of completion for each task. Invoices shall reflect the agreed-upon progress.

Disputes regarding invoice content or percentage of completion shall be resolved under Article 15 and applicable procurement procedures.

E. Payment Terms

- All invoices must be approved by the MPO prior to payment.
- The MPO shall pay approved invoices within **forty-five (45) days** of receipt.
- The CONSULTANT shall maintain all financial records for three (3) years after completion or termination of this Agreement.

ARTICLE 5. AGREEMENT TERM

A. This Agreement shall remain in effect for a fixed term of five (5) years from the date of execution. No extensions or renewals shall be permitted.

B. Any Work Assignments issued during the term of this Agreement shall remain in effect until completed, even if completion occurs after the Agreement's expiration. All terms and conditions of this Agreement shall continue to apply to such Work Assignments until they are fully completed and accepted by the MPO.

ARTICLE 6. TERMINATION OF AGREEMENT

Termination for Default

The MPO may terminate this Agreement, in whole or in part, by written notice if the CONSULTANT:

- Fails to provide services that meet the required specifications or professional performance standards.
- Fails to deliver services or complete tasks within the time specified in a Work Assignment.
- Fails to make sufficient progress, thereby endangering performance.
- Fails to perform any other material obligation under this Agreement.

Before termination for default, the MPO shall provide written notice describing the deficiency and allow up to ten (10) days (or the period stated in the notice) for the CONSULTANT to cure or submit an acceptable corrective plan. Failure to cure may result in termination.

Upon termination for default, the CONSULTANT is liable for any increased costs incurred by the MPO to complete the work. The CONSULTANT shall have no claim for lost profits or lost opportunities.

Upon receiving notice of termination, the CONSULTANT shall:

1. Stop work as directed.
2. Terminate and settle all related subcontracts.
3. Transfer all work in progress, completed work, and materials to the MPO.
4. Continue any portions of work not terminated.

Termination for default may also result in suspension or debarment under applicable FDOT procedures.

Termination for Convenience

The MPO may terminate this Agreement, in whole or in part, for its convenience with thirty (30) days' written notice. The CONSULTANT shall be paid only for services performed and accepted up to the effective date of termination.

A termination for convenience may apply to a specific Work Assignment or to the entire Agreement.

ARTICLE 7. WORK ASSIGNMENTS

A. The CONSULTANT shall perform services only upon receipt of a written Work Assignment issued in the form provided in Exhibit C. Each Work Assignment shall be signed by both Parties and shall constitute a supplemental agreement under this Contract.

B. Each Work Assignment shall include:

- A project title and general description of the work.
- The maximum compensation and any authorized reimbursable expenses.
- Identification of services to be performed on a lump-sum basis and those billed on time-and-materials, with a not-to-exceed amount.
- The applicable unit prices and hourly rates from Exhibit B and the negotiated hours or fixed fee.
- A completion date and any interim deadlines.

- Any additional details necessary to define the Parties' duties, including technical specifications, deliverables, and subconsultant fee breakdowns.
- Identification of the CONSULTANT's Project Manager and the MPO's Project Manager.

C. All plans, reports, data, maps, and other materials produced under a Work Assignment are works made for hire and become the property of the MPO. The CONSULTANT shall not copyright any materials developed under this Agreement. All work shall be available for MPO inspection at any time.

D. All final documents shall bear the endorsement of qualified CONSULTANT personnel. The CONSULTANT shall maintain regular communication with the MPO and provide status updates upon request.

E. If delays occur that affect the Work Assignment schedule, the CONSULTANT shall promptly request an extension in writing, identifying the reasons and additional time needed. The MPO Project Manager may approve all or part of the request through a Change Order.

F. A Work Assignment is not effective until approved in accordance with MPO procurement authority. Assignments shall not be artificially divided to circumvent approval thresholds.

G. Upon completion of the services under a Work Assignment, the CONSULTANT shall notify the MPO in writing. The MPO shall accept the work or identify deficiencies within thirty (30) days. Failure to respond within this period constitutes deemed acceptance, except that acceptance does not waive the MPO's right to require correction of improper or deficient work.

ARTICLE 8. NEGOTIATION OF WORK ASSIGNMENT

Each Work Assignment shall be negotiated based on the CONSULTANT's estimated hours and applicable fee rates in Exhibit B. Compensation shall be based on actual hours worked and approved rates, and shall not exceed the maximum amount established in the Work Assignment.

The MPO's Purchasing Official may authorize written adjustments to compensation for specific tasks or phases, provided such adjustments do not exceed the total not-to-exceed amount for the Work Assignment.

Any additions, deletions, or modifications to subconsultants listed in Exhibit B shall be handled in accordance with Article 26.

ARTICLE 9. MPO OWNERSHIP OF WORK PRODUCT

All documents, data, records, drawings, specifications, reports, maps, and other work product prepared by the CONSULTANT under this Agreement are works made for hire and are the exclusive property of the MPO. Such materials shall be provided to the MPO upon request and shall be delivered to the MPO within seven (7) days of termination or expiration of this Agreement. The MPO may withhold final payment until all required materials are received.

The CONSULTANT may retain copies of work product for reference but shall not copyright, restrict, or limit the MPO's use of any materials developed under this Agreement.

All intellectual property rights in any work product—including copyrights, patents, trade secrets, and all related rights—are hereby assigned to the MPO. The CONSULTANT shall execute any documents necessary to perfect or enforce the MPO's ownership rights.

ARTICLE 10. TRANSITION SERVICES UPON TERMINATION

Upon termination or expiration of this Agreement, the CONSULTANT shall fully cooperate with the MPO to ensure an orderly and uninterrupted transition of services. At the MPO's direction, the CONSULTANT shall perform all necessary transition activities ("Transition Services"), which may include:

- Working with the MPO to develop a Transition Services Plan outlining tasks, responsibilities, timelines, and deliverables.
- Transferring all documents, data, files, work products, and related materials in the format required by the MPO.
- Responding to MPO inquiries and providing reasonable technical assistance to support continuity of MPO operations.
- Performing any additional reasonable services needed to transition responsibilities to the MPO or a successor consultant without disrupting federally funded planning activities.

Transition Services shall be performed at the rates in Exhibit B unless otherwise agreed in writing. Completion of all Transition Services is a condition of final payment under this Agreement.

ARTICLE 11. RESPONSIBILITIES OF THE MPO

The MPO shall:

- Designate an MPO Representative with authority to issue instructions, receive information, interpret MPO policy, and make decisions related to this Agreement. The MPO may change this representative with written notice to the CONSULTANT.
- Provide the CONSULTANT, at no cost, with available project information needed to perform the Scope of Services.
- Promptly notify the CONSULTANT of any observed defects or concerns in the performance of work.
- Give timely consideration to the CONSULTANT's findings and recommendations and issue notices to proceed in a manner that does not unduly delay the work.
- Make MPO personnel available, when necessary and as schedules permit, to assist the CONSULTANT.
- Perform all responsibilities in this Article at no cost to the CONSULTANT.

ARTICLE 12. MPO's PROJECT MANAGER

The MPO shall appoint a Project Manager to represent the MPO in all technical matters related to this Agreement. The Project Manager's responsibilities include:

- Reviewing reports, drawings, estimates, proposals, and other documents submitted by the CONSULTANT and issuing written approvals or comments within a reasonable time so as not to delay the work.
- Transmitting instructions, receiving information, and interpreting MPO policies and decisions related to the services performed under this Agreement.
- Providing prompt written notice to the CONSULTANT whenever the MPO observes defects, required changes, or other issues affecting the work.

ARTICLE 13. AGREEMENT TYPE

This Agreement is an indefinite-quantity contract for the goods and/or services described in Exhibit A. Actual quantities are not guaranteed and will be ordered only through written Work Assignments issued under this Agreement. The CONSULTANT shall provide the required goods and/or services when and if ordered, and Work Assignments may require delivery or performance at multiple locations.

ARTICLE 14. RESPONSIBILITIES OF THE CONSULTANT

The CONSULTANT shall comply with all applicable **Build America, Buy America Act** requirements for any federally funded project and shall provide documentation as requested by the MPO or FDOT.

The CONSULTANT shall:

- Appoint a CONSULTANT's Agent with full authority to act on behalf of the firm, receive information, and make decisions related to this Agreement, and may designate replacements with written notice to the MPO.
- Perform all work in accordance with this Agreement and maintain qualified, licensed, and certified personnel as required.
- Collect all existing data necessary for the completion of each task.
- Avoid contractual or professional conflicts of interest and attest to this through the required affidavit.
- Review information provided by the MPO, identify any errors or deficiencies, and assist in resolving them while remaining responsible for verifying obvious issues.
- Ensure the professional quality, technical accuracy, and coordination of all designs, drawings, specifications, and services, and correct any errors or deficiencies at no additional cost.
- Maintain an adequate and competent staff and obtain MPO approval before subcontracting, assigning, or transferring any portion of the work.
- Remove and replace any personnel deemed incompetent, careless, or otherwise objectionable by the MPO, without entitlement to additional compensation and while indemnifying the MPO from related claims.
- If composed of multiple legal entities, ensure all such entities are jointly and severally liable.

ARTICLE 15. DISPUTE RESOLUTION

Disputes arising under this Agreement shall be resolved in accordance with §§ 2-26-63 and 2-26-64 of the Charlotte County – Punta Gorda MPO Code. Any dispute resolution that results in a material change to this Agreement is not final until an amendment is approved and executed by the MPO Purchasing Official. If a dispute concerns the percentage of work completed, the MPO shall promptly issue payment for any amount determined to be due once the dispute is resolved.

ARTICLE 16. MAINTENANCE OF RECORDS; AUDITS; LICENSES

- A. The CONSULTANT shall maintain all records, accounts, property records, and personnel records in accordance with generally accepted accounting principles and as needed to ensure proper accounting of funds and compliance with this Agreement.

The CONSULTANT shall provide the MPO with all information, reports, records, and documents required under this Agreement or requested for monitoring, evaluation, or audit purposes. These materials shall be available for inspection and copying during normal business hours as often as the MPO deems necessary. The MPO may also obtain and review any audit of the CONSULTANT performed by a local, state, or federal agency. If relevant materials are held by a third party, the CONSULTANT shall obtain them or certify why they cannot be obtained.

All records and supporting documents related to this Agreement shall be retained in accordance with applicable laws and, at minimum, for **three (3) years** after termination.

The CONSULTANT shall obtain and maintain all licenses required to perform the Scope of Services. Copies of any reports issued by or to licensing or regulatory agencies shall be provided to the MPO within ten (10) days of receipt. The CONSULTANT shall immediately notify the MPO if any required license of its principals or agents is suspended, revoked, or otherwise becomes invalid.

ARTICLE 17. PUBLIC RECORDS

To the extent the CONSULTANT is performing services on behalf of the MPO, the CONSULTANT shall comply with **Florida Statutes §119.0701** and:

- Maintain all public records necessary for the MPO to perform its duties.
- Provide public access to such records under the same terms and costs applicable to the MPO and consistent with Chapter 119, Florida Statutes.
- Protect records that are exempt or confidential and disclose them only as permitted by law.
- Upon termination of this Agreement, transfer all public records to the MPO at no cost and destroy any confidential or exempt duplicate records. Electronic records must be provided in a format compatible with the MPO's systems.

Public Records Contact: Charlotte County – Punta Gorda MPO Attn: Records Manager
1050 Loveland Blvd., Box C Port Charlotte, FL 33980 Phone: 941-883-3535 Email:
Bekie@ccpgmpo.gov

ARTICLE 18. INDEMNIFICATION

The CONSULTANT shall indemnify and hold harmless the MPO, its officers, employees, and agents from all claims, damages, losses, liabilities, and costs—including attorneys' and paralegals' fees—arising from the negligence, recklessness, or intentional wrongful conduct of the CONSULTANT or its employees, agents, or subcontractors in performing this Agreement. This obligation includes payment of all valid claims and related costs. The MPO may defend itself with its own counsel at the CONSULTANT's expense. Nothing in this Article limits the MPO's rights or immunities under Section 768.28, Florida Statutes.

ARTICLE 19. NO WAIVER OF SOVEREIGN IMMUNITY

Nothing in this Agreement shall be construed as a waiver of the MPO's sovereign immunity or the limitations on liability set forth in Section 768.28, Florida Statutes, or any other applicable law. The MPO expressly reserves all rights and immunities to the fullest extent permitted by law.

ARTICLE 20. INSURANCE

The CONSULTANT shall maintain all insurance coverage required in **Exhibit E** throughout the term of this Agreement, including any renewal periods.

Certificates of Insurance and copies of the required policies must be submitted to the Purchasing Official before the Effective Date. Certificates shall identify policy types, numbers, expiration dates, coverage amounts, and insurers, and must reference this Agreement. No changes to coverage may be made without prior written approval from the MPO's Risk Management Division.

Insurance coverage shall remain in effect for at least **three (3) years** after completion of services, including coverage for all completed products and services. If any policy expires before the Agreement ends, renewal certificates and policy copies must be provided at least **30 days** before expiration.

Nothing in this Article shall be construed as a waiver of the MPO's sovereign immunity or the liability limitations in Section 768.28, Florida Statutes.

ARTICLE 21. LITIGATION SERVICES

If requested in writing by the Office of the MPO Attorney, the CONSULTANT shall provide litigation support services through the completion of the litigation. These services include:

- Coordinating and communicating directly with the Office of the MPO Attorney.

- Making personnel available to testify in litigation proceedings.
- Performing litigation-related tasks as directed by the MPO Attorney, including predisposition or pretrial preparation, preparation of exhibits, attendance and testimony at depositions or hearings, and any other services necessary to support the MPO's legal position.

Compensation for litigation services shall not exceed the hourly rates in Exhibit B, which include all associated costs. Travel expenses shall be reimbursed in accordance with Section 112.061, Florida Statutes, with prior approval from the MPO Attorney or designee.

The CONSULTANT shall submit monthly invoices for litigation services to the Office of the MPO Attorney, including detailed descriptions of work performed, dates, hours, personnel involved, and itemized approved expenses with receipts.

ARTICLE 22. LEGAL RESTRAINTS AND LIMITATIONS

The CONSULTANT acknowledges that the MPO is subject to various legal requirements, restrictions, and regulations imposed by federal, state, regional, and local authorities. All services performed under this Agreement shall comply with all applicable laws, ordinances, rules, and regulations.

ARTICLE 23. SOLICITATION OF AGREEMENT

The CONSULTANT warrants that it has not employed or retained any person or entity other than its own bona fide employees to solicit or secure this Agreement, and that it has not paid or agreed to pay any fee, commission, percentage, gift, or other consideration contingent upon the award of this Agreement. If the CONSULTANT breaches this warranty, the MPO may annul the Agreement without liability or deduct from the Agreement price the full amount of any such prohibited payment.

ARTICLE 24. NON-DISCRIMINATION

The CONSULTANT shall not discriminate against any employee or applicant for employment on the basis of race, color, sex, creed, national origin, disability, or age, and shall take affirmative action to ensure equal employment opportunity in all aspects of employment, including recruitment, hiring, assignment, promotion, demotion, transfer, layoff, termination, and training.

No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, denied the benefits of, or subjected to discrimination in the performance of this Agreement.

ARTICLE 25. KEY PERSONNEL

The following individuals are designated as key personnel for this Agreement and shall not be replaced without the MPO’s prior written approval of acceptable alternate personnel:

Lakshmi N. Gurram, MPO Director

Mark Yaxis , Multimodal Planner

ARTICLE 26. SUB-CONSULTANTS

The CONSULTANT is expected to have the in-house capability to perform all required services. If sub-consultants are used, their fees shall be those listed in Exhibit B, and each sub-consultant must comply with all applicable provisions of this Agreement. The CONSULTANT remains fully responsible to the MPO for all work performed and for all obligations under this Agreement, and the MPO is not liable for payment to any sub-consultant. Any additions or replacements to the sub-consultants listed in Exhibit B require prior written approval from the MPO.

ARTICLE 27. NOTICES

All notices, requests, and authorizations under this Agreement must be in writing and delivered by hand or sent by U.S. Mail to the following addresses:

To the MPO: Charlotte County–Punta Gorda MPO Attn: MPO Director 1050 Loveland Blvd., Box C Port Charlotte, FL 33980 Phone: 941-883-3535

To the CONSULTANT: _____

ARTICLE 28. PROFESSIONAL LIABILITY

The CONSULTANT acknowledges that licensed professionals performing services under this Agreement are not relieved of personal liability for their own negligent acts, and such liability does not relieve the CONSULTANT or its firm from responsibility.

To the fullest extent permitted by law and consistent with Section 558, Florida Statutes, the MPO agrees that no individual employee or agent of the CONSULTANT shall be held personally liable for damages arising from negligence committed within the scope of this Agreement.

ARTICLE 29. RELATIONSHIP OF PARTIES

The CONSULTANT is an independent contractor and not an employee, agent, or representative of the MPO. Nothing in this Agreement creates an employment relationship between the MPO and the CONSULTANT or any of its officers, employees, agents, or sub-consultants. The MPO is not liable for any obligations, debts, or claims incurred by the CONSULTANT or its subcontractors in connection with this Agreement. The CONSULTANT shall promptly pay or resolve all such obligations and claims.

ARTICLE 30. NO CONFLICT

By accepting award of this Agreement, CONSULTANT, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of duties or services required here under.

ARTICLE 31. PUBLIC ENTITY CRIMES

The CONSULTANT acknowledges that, in performing services for the MPO, its work is subject to public observation and scrutiny. The CONSULTANT shall conduct all activities under this Agreement in accordance with applicable professional ethical standards and shall communicate truthfully with MPO personnel regarding all matters related to this Agreement and the services provided.

The CONSULTANT affirms that it has been informed of the requirements of the Florida Public Entity Crimes Act, Section 287.133, Florida Statutes, and shall comply with all provisions of that statute before and throughout the term of this Agreement.

ARTICLE 32. SEVERABILITY

If any part of this Agreement is found to be illegal or in conflict with applicable law, the remaining provisions shall remain in full force and effect, and the rights and obligations of the parties shall be enforced as though the invalid portion had not been included.

ARTICLE 33. HEADINGS, CONSTRUCTION

The parties acknowledge that they jointly participated in drafting this Agreement; therefore, no rule of construction that interprets ambiguities against the drafter shall apply in any dispute concerning this Agreement. The article titles and paragraph headings are provided solely for convenience and shall not affect the interpretation of any provision.

ARTICLE 34. TAXES

The MPO is exempt from Federal Excise and Florida Sales Taxes (F.E.T. Exemption Certificate No. 59-78-0089K; Florida Sales Tax Exemption Certificate No. 51-02-027548-53C). The CONSULTANT shall not charge or impose any sales or service taxes on the MPO. This exemption does not alter the CONSULTANT's own tax obligations.

The CONSULTANT is responsible for paying all federal, state, and local taxes imposed on it under applicable law.

ARTICLE 35. FORCE MAJEURE

Neither party shall be deemed in default to the extent its performance is delayed or prevented by a Force Majeure event. "Force Majeure" includes, but is not limited to, acts of hostility, civil unrest, strikes, epidemics, accidents, fire, flood, windstorms, earthquakes, hurricanes, explosions, transportation failures, governmental actions, acts of God, or any other cause—whether similar or dissimilar—beyond the reasonable control and without the fault or negligence of the party seeking relief.

ARTICLE 36. LEGAL REFERENCES

All references in this Agreement to statutory sections or chapters shall be interpreted to include any subsequent amendments and any successor provisions. References to "applicable law" or "general law" include all relevant local, state, and federal laws, whether established by legislation, administrative rule or regulation, or judicial decision.

ARTICLE 37. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement is governed by the laws of the State of Florida. Any legal action arising from this Agreement shall be brought exclusively in Charlotte County, Florida, or, if filed in federal court, in the appropriate federal court serving that jurisdiction.

ARTICLE 38. ATTORNEY FEES

In any litigation arising from this Agreement, each party shall bear its own attorney's fees, including appellate fees, regardless of the outcome.

ARTICLE 39. PATENT AND COPYRIGHT RESPONSIBILITY

The CONSULTANT warrants that any materials, designs, or items it specifies or provides under this Agreement will not knowingly infringe any patent or copyright. The CONSULTANT

is solely responsible for obtaining all licenses or permissions required for the use of patented or copyrighted materials in performing the professional services.

ARTICLE 40. NO THIRD-PARTY BENEFICIARIES

This Agreement is solely for the benefit of the parties and creates no rights, privileges, remedies, or causes of action for any third party. No person or entity, whether private or governmental, shall be deemed a beneficiary of this Agreement or any of its provisions.

ARTICLE 41. AMENDMENTS

This Agreement, together with all referenced Exhibits, constitutes the entire understanding between the parties regarding its subject matter, and no verbal agreements, representations, or warranties exist outside of it. Any amendment to this Agreement must be in writing and executed by both parties. The parties shall execute any additional documents necessary to carry out the intent of this Agreement.

ARTICLE 42. TIME

For purposes of computing any period of a number of days hereunder for notices or performance of ten (10) days or less, Saturdays, Sundays and holidays shall be excluded unless otherwise stated.

ARTICLE 43. FTA THIRD PARTIES

The MPO and the CONSULTANT acknowledge that, despite any concurrence or approval by the Federal Government regarding the solicitation or award of this Agreement, the Federal Government is not a party to this Agreement and assumes no obligations or liabilities to the MPO, the CONSULTANT, or any other party unless it provides express written consent to do so.

The CONSULTANT shall include this clause in every subcontract financed in whole or in part with Federal Transit Administration (FTA) assistance. The clause may be modified only to identify the subcontractor subject to its terms.

ARTICLE 44. FTA FRAUD AND RELATED ACTS

The CONSULTANT acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., and the U.S. Department of Transportation's regulations at 49 C.F.R. Part 31 apply to all actions related to this Project. By entering into this Agreement, the CONSULTANT certifies the truthfulness and accuracy of all statements it has made, makes, or may make in connection with this Agreement or the FTA-assisted project. The

CONSULTANT further acknowledges that the Federal Government may impose penalties under the Program Fraud Civil Remedies Act for any false, fictitious, or fraudulent claim, statement, submission, or certification.

The CONSULTANT also acknowledges that false, fictitious, or fraudulent statements made to the Federal Government in connection with any project financed in whole or in part with FTA assistance under 49 U.S.C. § 5307 may subject the CONSULTANT to penalties under 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), as the Federal Government deems appropriate.

The CONSULTANT shall include these clauses in every subcontract financed in whole or in part with FTA assistance. The clauses may be modified only to identify the subcontractor subject to their terms.

ARTICLE 45. FTA ACCESS TO RECORDS AND REPORTS

When the MPO is a local government acting as an FTA recipient or subgrantee under 49 C.F.R. § 18.36(i), the CONSULTANT shall provide the MPO, the FTA Administrator, the Comptroller General of the United States, and their authorized representatives access to all books, documents, papers, and records directly related to this contract for purposes of audit, examination, excerpting, and transcription.

The CONSULTANT shall permit any of these parties to reproduce or copy such materials by any reasonable means as needed.

ARTICLE 46. FEDERAL CHANGES

The CONSULTANT shall comply at all times with all applicable FTA regulations, policies, procedures, and directives, including those referenced in the Master Agreement between the MPO and the FTA, as amended or issued during the term of this Agreement. Failure to comply with any such requirements constitutes a material breach of this Agreement.

ARTICLE 47. FTA CIVIL RIGHTS REQUIREMENTS

The following requirements apply to the underlying contract:

- A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, the Age Discrimination Act of 1975, the Americans with Disabilities Act, and 49 U.S.C. § 5332, the CONSULTANT shall not discriminate against any employee or applicant based on race, color, creed, national origin, sex, age, or disability. The CONSULTANT shall comply with all applicable federal implementing regulations and any additional requirements issued by the FTA.

- B. Equal Employment Opportunity - The following requirements apply:

Race, Color, Creed, National Origin, Sex — In accordance with Title VII of the Civil Rights Act, 49 U.S.C. § 5332, and U.S. Department of Labor regulations at 41 C.F.R. Parts 60 implementing Executive Orders 11246 and 11375, the CONSULTANT shall take affirmative action to ensure equal employment opportunity. This includes nondiscrimination in hiring, promotion, demotion, transfer, recruitment, advertising, layoff, termination, compensation, and training. The CONSULTANT shall comply with all applicable federal statutes, regulations, executive orders, and FTA requirements affecting project-related employment.

Age — In accordance with the Age Discrimination in Employment Act, 29 U.S.C. § 623, and 49 U.S.C. § 5332, the CONSULTANT shall not discriminate against current or prospective employees based on age and shall comply with all related FTA requirements.

Disabilities — In accordance with the Americans with Disabilities Act, 42 U.S.C. § 12112, and EEOC regulations at 29 C.F.R. Part 1630, the CONSULTANT shall comply with all requirements governing the employment of individuals with disabilities, including any additional FTA directives.

The CONSULTANT shall include all provisions of this Article in every subcontract financed as a whole or in part with FTA assistance, modified only as necessary to identify the subcontractor subject to these requirements.

ARTICLE 48. INCORPORATION OF FTA TERMS

The provisions of this Agreement include certain standard terms and conditions required by the U.S. Department of Transportation, whether or not expressly stated herein. All contractual requirements set forth in FTA Circular 4220.1E, as amended or superseded, are incorporated by reference. In the event of any conflict between this Agreement and FTA-mandated terms, the FTA requirements shall control.

The CONSULTANT shall not take or omit any action, or refuse any request of the MPO, that would cause the MPO to violate applicable FTA terms and conditions.

ARTICLE 49. FTA LOBBYING

Contractors applying for or bidding on awards of \$100,000 or more shall submit the certification required by 49 C.F.R. Part 20, *New Restrictions on Lobbying*, in accordance with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended by the Lobbying Disclosure Act of 1995.

Each tier of the contracting chain certifies to the tier above that it has not used and will not use federally appropriated funds to pay any person or organization to influence, or attempt to influence, any federal agency official, Member of Congress, congressional employee, or employee of a Member of Congress in connection with obtaining any federal contract, grant, or 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 using non-federal funds regarding such federal contract, grant, or award. Required disclosures shall be forwarded through each tier up to the MPO as the recipient.

ARTICLE 50. FTA CLEAN AIR

The CONSULTANT shall comply with all applicable standards, orders, and regulations issued under the Clean Air Act, 42 U.S.C. §§ 7401 et seq. The CONSULTANT shall report any violation to the MPO, which will in turn notify the FTA and the appropriate EPA Regional Office as required.

The CONSULTANT shall include these requirements in every subcontract exceeding \$100,000 that is financed in whole or in part with FTA assistance.

ARTICLE 51. FTA CLEAN WATER

The CONSULTANT shall comply with all applicable standards, orders, and regulations issued under the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq. The CONSULTANT shall report any violation to the MPO, which will in turn notify the FTA and the appropriate EPA Regional Office as required.

ARTICLE 52. FTA PATENT AND RIGHTS

A. Rights in Data

1. Definition of Subject Data: “Subject data” means recorded information, whether or not copyrighted, that is delivered or required to be delivered under this Agreement. It includes drawings, specifications, software, technical reports, manuals, and similar materials, but excludes financial or administrative information incidental to contract administration.
2. Restrictions on Use and Publication: Except for internal use, neither the MPO nor the CONSULTANT may publish or reproduce subject data, in whole or in part, without the written consent of the Federal Government until the Government releases or approves the release of such data. This restriction does not apply to contracts with academic institutions.
3. Federal License: Under 49 C.F.R. §§ 18.34 and 19.36, the Federal Government retains a royalty-free, non-exclusive, irrevocable license to reproduce, publish, or otherwise use subject data for Federal Government purposes, and to authorize others to do so. This applies to:
 - subject data developed under this Agreement, whether or not copyrighted;
 - and

- any copyrights purchased with FTA assistance. The Federal Government may not extend this license to others without the copyright owner's consent.
4. **Public Availability of Research Data:** For experimental, developmental, or research work, FTA generally intends to make resulting subject data publicly available. Unless FTA determines otherwise, the MPO and CONSULTANT agree to permit FTA to release copyrighted or uncopyrighted subject data. If the work is not completed, all data produced becomes subject data and must be delivered as directed by the Federal Government. This does not apply to adaptations of data-processing equipment or software financed for MPO or CONSULTANT use in capital projects.
 5. **Indemnification:** Unless prohibited by state law, the MPO and CONSULTANT shall indemnify and hold harmless the Federal Government from liability arising from willful or intentional violations of proprietary rights, copyrights, or privacy rights related to the use or publication of subject data. This does not apply to wrongful acts of Federal employees.
 6. **Patent Rights Not Affected:** Nothing in this clause grants the Federal Government a patent license or alters any patent rights otherwise provided.
 7. **Privately Developed Data:** Data developed entirely without Federal assistance and incorporated into the work is exempt from these requirements if identified in writing at the time of delivery.

The CONSULTANT shall include these data-rights requirements in every subcontract for experimental, developmental, or research work financed in whole or in part with FTA assistance.

B. Patent Rights

1. **Inventions** — If any invention, improvement, or discovery is conceived or first reduced to practice under this Agreement and is patentable, the MPO and CONSULTANT shall promptly notify the next higher tier until FTA is notified.
2. **Federal Patent Rights** — Unless the Federal Government determines otherwise in writing, the MPO and CONSULTANT shall take all necessary actions to ensure the Federal Government receives the patent rights due to it under 37 C.F.R. Part 401, regardless of the CONSULTANT's organizational status.

The CONSULTANT shall include these patent-rights requirements in every subcontract for experimental, developmental, or research work financed in whole or in part with FTA assistance.

ARTICLE 53. REQUIRED CREDIT/DISCLAIMERS

In accordance with 23 C.F.R. § 420.117(e), the CONSULTANT shall include the required credit reference and disclaimer statement in all applicable work products, including final

reports and any mid-contract planning or feasibility studies. The statements shall be in substantially the following form:

“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.”

“This report was funded in part through grant(s) from the Federal Highway Administration [and Federal Transit Administration], U.S. Department of Transportation. The views and opinions of the authors [or agency] expressed herein do not necessarily state or reflect those of the U.S. Department of Transportation.”

Article 54. FLY AMERICA.

This Article applies to any contract or subcontract involving international air transportation of persons or property when FTA funds are used.

A. Definitions

For purposes of this clause:

- “International air transportation” means air travel between the United States and a foreign country, or between two locations outside the United States.
- “United States” includes the 50 states, the District of Columbia, and U.S. outlying areas.
- “U.S.–flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

B. Federal Requirement

Under the Fly America Act, 49 U.S.C. § 40118, when Federal funds are used, U.S.–flag air carriers must be used for international air transportation of personnel, their personal effects, or property whenever such service is available. The Comptroller General may disallow costs for foreign-flag air transportation if U.S.–flag service was available and not used.

C. Use of U.S.–Flag Carriers

The CONSULTANT shall use U.S.–flag air carriers for all covered international air transportation when such service is available.

D. Required Statement When Foreign-Flag Service Is Used

If the CONSULTANT uses a foreign-flag air carrier, it shall include the following statement on all vouchers for that travel:

Statement of Unavailability of U.S.–Flag Air Carriers International air transportation of persons (and their personal effects) or property by U.S.–flag air carrier was not available, or it was necessary to use foreign-flag air carrier service for the following reasons:

(End of statement; see FAR § 47.403.)

The CONSULTANT shall include the substance of this clause, including this paragraph, in every subcontract or purchase order under this Agreement that may involve international air transportation.

ARTICLE 55. AUTHORITY TO EXECUTE

Each party represents and warrants to the other that it has full lawful authority to enter into and execute this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement No. _____ for **Professional Planning Services** to be executed by their duly authorized representatives.

Consultant: _____

**Charlotte County – Punta Gorda
Metropolitan Planning Organization**

By: _____
Signature

By: _____
Signature

Name: _____
Print

Name: _____
Print

Title: _____

Title: **MPO Chair**

Attest: _____
Signature

Attest: _____
Signature

Name: _____
Print

Name: _____
Print

Title: _____

Title: **MPO Director**

EXHIBITS

EXHIBIT A

SCOPE OF SERVICES

The Charlotte County-Punta Gorda MPO (CCPGMPO) requires the services of one or more consultants to provide production support to the MPO's transportation planning activities set forth in the Unified Planning Work Program (UPWP). The length of service to provide production support will be up to five (5) years. The work includes providing assistance to the MPO staff for work assigned in the development of the 2050 Long Range Transportation Plan (LRTP).

The consultant(s) will also assist the MPO staff by providing additional resources to accomplish assignments authorized by the MPO, and consistent with its UPWP. Production support could include providing technical assistance and related public participation activities in transportation planning relative to GIS activities; scenario planning; transit systems planning; and development of Intelligent Transportation System (ITS), Transportation System Management (TSM) and Transportation Demand Management (TDM) measures.

Tasks may be assigned to the consultant(s) under one or more GPC contracts. Firms have been prequalified by the FDOT to perform the indicated major type(s) of work:

Major Types of Work

Consultants may be asked to provide planning services related to various MPO activities which may include but are not limited to, the following examples:

- Unified Planning Work Program (UPWP)
- Bicycle/Pedestrian Master Plan
- Performance Measures
- TSM&O System Planning
- Mapping and Graphics Production
- Public Participation and Facilitation
- Long-Range Transportation Plan (LRTP)
- Bicycle and Pedestrian Planning
- Safety Planning
- Travel Demand Modeling
- Development of Project Cost Estimates

Detailed Scope of Work

Consultants will assist staff with transportation planning activities that will aid in ensuring an efficient, effective intermodal transportation system for Charlotte County and Southwest Florida. This activity will facilitate the completion of UPWP work tasks where staff resources need enhancement. Any scopes or agreements prepared by the MPO and proposals provided by a GPC will be reviewed and evaluated by FDOT, Federal Highway Administration (FHWA) and Federal Transit Authority (FTA) for their concurrence prior to advertisement and execution.

One or more Consultant's will be hired to support the work outlined in the tasks of the MPO's UPWP. Specific tasks will be assigned to the consultant(s) selected by the MPO on an as-needed basis. The length of service to provide production will be up to five (5) years with no option of extending the contract term. Other activities in which the Consultants could assist staff include efforts to:

1. Transit Planning Support

- Assist the selected Transit Development Plan (TDP) consultant with local transit issues, clarifications, data requests, and synthesis of supporting information.
- Support long-range transit system planning, including transit network coding and the development of capital, operating, and maintenance cost projections for new and existing transit services.
- Provide assistance to staff with transit-related grant applications.

2. Long-Range Transportation Planning (LRTP)

- Assist in the preparation of amendments to the 2050 Long Range Transportation Plan (LRTP) and other LRTP-related tasks assigned by MPO staff.
- Test and evaluate alternative development scenarios to determine their impacts on the transportation system.
- Develop project information and community impact assessments, including input into the Efficient Transportation Decision Making (ETDM) process.

3. Geographic Information Systems (GIS) and Data Analysis

- Develop and maintain GIS tools and datasets for transportation planning purposes.
- Create and manage a linear referencing system (LRS).
- Integrate GIS data from multiple agencies and in varying formats.
- Develop scripts or automated processes to streamline repetitive GIS operations.
- Conduct traffic, bicycle/pedestrian count data collection and other survey-based data collection activities.

4. Corridor, Area, and Special Studies

- Conduct area and corridor studies, including evaluation of access management, transit options, Intelligent Transportation Systems (ITS), Transportation Systems Management (TSM), and Transportation Demand Management (TDM) strategies.
- Assist in the development and update of the Regional Roadway Network and other special transportation planning studies.
- Review Project Development & Environment (PD&E) studies and provide technical input.
- Evaluate potential Transportation Regional Incentive Program (TRIP) applications.

5. Intelligent Transportation Systems (ITS)

- Assess current and future ITS needs and identify potential ITS applications.
- Develop or update countywide ITS deployment and integration plans consistent with the Regional ITS Architecture and FDOT guidelines.

6. Public Involvement and Communications

- Assist with public involvement activities, including preparation of newsletters, website content, and other educational or informational materials.
- Support MPO outreach efforts as needed for planning studies and major initiatives.

7. Project Development and Costing

- Develop planning-level project concepts for bicycle/pedestrian, intersection, transit, and multimodal improvements.
- Prepare planning-level project cost estimates.
- Provide administrative and technical support to MPO staff during project development activities.

8. Performance Measures and Emerging Technologies

- Develop and analyze federal performance measures and assist with required reporting.
- Analyze the impacts of emerging mobility technologies, including autonomous vehicles, ride-sharing services, and electric vehicle infrastructure needs.

This Scope of Services was originally developed by the Charlotte County–Punta Gorda (CC-PG MPO) and may be utilized by any FDOT District One MPO including the local entities that fall within the MPOs Planning area boundary, provided it is applied in accordance with their respective procurement requirements.

These contracts are established as fixed-term agreements for various and miscellaneous professional transportation planning and consulting services. Services will be provided on an as-needed basis. Individual tasks will be assigned through individual Work Assignment Orders, each of which will include:

- A written Scope of Work
- A description of required products and/or services
- A completion schedule
- A maximum authorized compensation amount

EXHIBIT B

FEE RATE SCHEDULE

Consultant: _____

YEARLY COMPENSATION ESTIMATING RATES

Must be based on most current hourly rate and FDOT approved overhead rates

The following tables are provided for definition of contractual rates:

Table 1: Salary Multipliers

Table 2: Unloaded Salary Rates

Table 3: Loaded Billing Rates

Table 4: Wage Contract Rates by Job Classification and Employee

Table 1	Salary Multipliers			
Consultant	Operating Margin (%)	Overhead Rate (%)	FCCM (%)	Expense (%)

**Table 2
UNLOADED SALARY RATES**

Consultant: _____

Contract Rates:

OVERHEAD RATE	FCCM	OPERATING MARGIN	EXPENSE
<p>Salary Rates For Establishing Work Assignment Orders</p> <p>Overhead, Operating Margin, FCCM and Expense Rate will be added to the following rates in accordance with FDOT practices.</p>			
Job Classification/Name	Hourly Rate		
	2026/2027	2027/2028	2028/2029

The above rates for overhead, FCCM, and Expenses are fixed and not subject to audit adjustment during the term of the agreement.

**Table 3
LOADED BILLING RATES**

Consultant: _____

Contract Rates:

OVERHEAD RATE	FCCM	OPERATING MARGIN	EXPENSE

Salary Rates For Establishing Work Assignment Orders

Overhead, Operating Margin, FCCM and Expense Rate will be added to the following rates in accordance with FDOT practices.

Job Classification/Name	Hourly Rate		
	2026/2027	2027/2028	2028/2029

The above rates for overhead, FCCM, and Expenses are fixed and not subject to audit adjustment during the term of the agreement.

FEE RATE SCHEDULE (Sub-Consultant)

Consultant: _____

Sub-Consultant: _____

YEARLY COMPENSATION ESTIMATING RATES

Must be based on most current hourly rate and FDOT approved overhead rates

The following tables are provided for definition of contractual rates:

Table 5: Salary Multipliers

Table 6: Unloaded Salary Rates

Table 7: Loaded Billing Rates

Table 8: Wage Contract Rates by Job Classification and Employee

Table 5	Salary Multipliers			
Consultant	Operating Margin (%)	Overhead Rate (%)	FCCM (%)	Expense (%)

**Table 6
UNLOADED SALARY RATES**

Consultant: _____

Sub-Consultant: _____

Contract Rates:

OVERHEAD RATE	FCCM	OPERATING MARGIN	EXPENSE

Salary Rates For Establishing Work Assignment Orders

Overhead, Operating Margin, FCCM and Expense Rate will be added to the following rates in accordance with FDOT practices.

Job Classification/Name	Hourly Rate		
	2026/2027	2027/2028	2028/2029

The above rates for overhead, FCCM, and Expenses are fixed and not subject to audit adjustment during the term of the agreement.

**Table 7
LOADED BILLING RATES**

Consultant: _____

Sub-Consultant: _____

Contract Rates:

OVERHEAD RATE	FCCM	OPERATING MARGIN	EXPENSE

Salary Rates For Establishing Work Assignment Orders

Overhead, Operating Margin, FCCM and Expense Rate will be added to the following rates in accordance with FDOT practices.

Job Classification/Name	Hourly Rate		
	2026/2027	2027/2028	2028/2029

The above rates for overhead, FCCM, and Expenses are fixed and not subject to audit adjustment during the term of the agreement.

EXHIBIT C

SAMPLE WORK ASSIGNMENT

WORK TASK ASSIGNMENT NUMBER:

Pursuant to the Standard Professional Services Agreement between the Charlotte County–Punta Gorda Metropolitan Planning Organization (“MPO”) and _____ (“CONSULTANT”), the MPO has determined that the CONSULTANT is authorized to perform the following Task Order Assignment under that Agreement.

UPWP TASK NUMBER:

TASK TITLE:

PHASES AND/OR TASKS OF PROFESSIONAL SERVICES TO BE AUTHORIZED:

CONSULTANT shall perform work consistently with the approved Scope of Services (attached) and will begin work upon written notice to proceed from the Executive Director or his designee.

COMPENSATION

Compensation for all deliverables identified in the attached Scope of Services shall not exceed: \$ _____

	CONSULTANT	CHARLOTTE COUNTY – PUNTA GORDA MPO
Authorized Signature		
Print/Type		Commissioner Christopher G. Constance
Title		Chair, MPO Board
Attest		
Print/Type		Lakshmi N. Gurram
Title		MPO Director

EXHIBIT D

AFFADAVIT OF NO CONFLICT

Charlotte County – Punta Gorda Metropolitan Planning Organization

BEFORE ME, the undersigned authority, personally appeared _____, as _____ of _____, with full authority to bind _____ (the “CONSULTANT”), who, being first duly sworn, deposes and states that the CONSULTANT:

- **Is not engaged, and will not become engaged, in any obligations, undertakings, or contracts that would place the CONSULTANT in an adversarial role against the MPO or impair or influence the advice, recommendations, or quality of work provided to the MPO.**
- **Has fully disclosed all contractual relationships that may present a potential conflict of interest, including any that could reasonably raise a question of conflict.**
- **Has fully disclosed all prior work history and qualifications that may reasonably be viewed as presenting a possible conflict of interest.**

Affiant makes this Affidavit for the purpose of inducing the Charlotte County – Punta Gorda MPO, a political subdivision of the State of Florida, to enter into Agreement No. _____ for _____.

DATED this _____ day of _____, _____.

Signature

The foregoing instrument was sworn to and acknowledged before me this _____ day of

_____, _____, by _____, as

_____ of _____. He/she is

personally known to me or has produced _____ as identification.

Notary Public, State of Florida

Commission No. _____

CONFLICT OF INTEREST CERTIFICATION

I certify that I have no present conflict of interest, that I am not aware of any conflict of interest involving my firm, and that I will recuse myself from any decision-making, approval, disapproval, or recommendation on any contract if I have, or become aware of, an actual or potential conflict of interest.

Consultants and contractors performing work for the MPO are expected to safeguard their ability to make objective, fair, and impartial decisions. They may not accept any benefit under circumstances in which a reasonable observer could infer that the benefit was intended to influence a pending or future decision, or to reward a past decision. Consultants must avoid any conduct—whether business, financial, or social—that could undermine public trust or create the appearance of impropriety.

For purposes of determining any possible conflict of interest, all firms must disclose whether any Charlotte County–Punta Gorda MPO Board Member, MPO Employee, Advisory Committee Member, or any of their agencies is also an owner, corporate officer, agent, employee, or otherwise affiliated with their business.

Disclosure: YES _____ NO _____

If YES, list all names and positions:

Name(s) Position(s)

I realize that violation of the above-mentioned standards could result in the termination of my work for the MPO.

DATE _____	SIGNATURE _____
COMPANY _____	
ADDRESS _____	NAME _____

_____	TITLE _____
PHONE _____	
ALTERNATE _____	EMAIL _____
PHONE	

EXHIBIT E

INSURANCE REQUIREMENTS

The CONSULTANT shall not begin work under this Agreement until all required insurance coverage has been obtained. Within ten (10) calendar days of the notice of intent to award, the CONSULTANT shall provide the MPO with evidence of the following minimum insurance coverage, at the CONSULTANT's expense (inclusive of any umbrella or excess policies):

- Automobile Liability Insurance — \$1,000,000 combined single limit for bodily injury, death, and property damage per occurrence, covering owned, hired, and non-owned vehicles.
- Commercial General Liability Insurance — \$1,000,000 per occurrence and aggregate for bodily injury, death, property damage, and personal injury.
- Professional Liability Insurance — \$2,000,000 per claim and annual aggregate for negligent acts, errors, or omissions related to this Agreement.
- Workers' Compensation Insurance — As required by Florida law, and Employer's Liability Insurance with minimum limits of \$100,000 per accident.

INSURANCE REQUIREMENTS

I. THE POLICIES ARE TO CONTAIN, OR BE ENDORED TO CONTAIN, THE FOLLOWING PROVISIONS:

Commercial General Liability and Automobile Liability Coverages

- The Charlotte County – Punta Gorda Metropolitan Planning Organization (MPO) shall be named as an Additional Insured for liability arising from:
 - activities performed by or on behalf of the CONSULTANT,
 - products and completed operations, and
 - automobiles owned, leased, hired, or borrowed by the CONSULTANT. Coverage shall contain no special limitations on protection for the MPO, its officials, employees, or volunteers.
- The CONSULTANT must provide both:
 - a Certificate of Insurance, and
 - an endorsement naming “Charlotte County – Punta Gorda MPO, a Political Subdivision of the State of Florida” as Additional Insured, either:
 - by specific endorsement, or
 - by an endorsement stating that all Certificate Holders are Additional Insureds.
- The CONSULTANT's insurance shall be primary. Any insurance or self-insurance maintained by the MPO shall be excess and non-contributory.
- All liability policies must be written on an occurrence form.

Workers' Compensation and Employer's Liability

The insurer shall waive all rights of subrogation against the MPO, its officials, employees, and volunteers for losses arising from work performed under this Agreement.

II. GENERAL INSURANCE PROVISIONS APPLICABLE TO ALL POLICIES:

- Prior to contract execution (or issuance of a Purchase Order), and annually upon policy renewal, the CONSULTANT shall provide Certificates of Insurance with applicable endorsements naming the MPO as Additional Insured. Certificates must include the solicitation or contract number and title.
 - If a policy contains an aggregate limit, the CONSULTANT must provide written confirmation that the aggregate has not been eroded.
 - Upon written request, the CONSULTANT shall provide certified copies of all applicable policies. Certificates and policies shall be sent to: **Charlotte County – Punta Gorda MPO**
1050 Loveland Blvd, Box C Port Charlotte, FL 33980
 - The solicitation number and title must appear on each certificate.
 - The CONSULTANT shall provide **30 days' written notice** to the MPO's Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage.
 - Failure to maintain required insurance coverage may result in **termination** of the Agreement.
 - The CONSULTANT **waives all subrogation rights** against the MPO for losses occurring during the contract period.
 - The CONSULTANT is solely responsible for all premiums and deductibles.
 - The CONSULTANT must ensure that all agents, representatives, and subcontractors comply with these insurance requirements. They must either be covered under the CONSULTANT's policies or provide separate certificates and endorsements.
 - All required policies must be issued by insurers with a minimum **A.M. Best rating of A-, FSC VII** or better. The MPO may require reduction or elimination of deductibles or self-insured retentions.
- III. The insurance limits required herein shall not be construed as a limitation on the CONSULTANT's liability to the MPO or others. The MPO's failure to request evidence of insurance does not waive the CONSULTANT's obligation to maintain the required coverage.
- IV. The CONSULTANT shall sign the enclosed **Hold Harmless Agreement**, which becomes part of this contract.
- V. Nothing in this section shall be construed as a waiver of the MPO's sovereign immunity or rights under section 768.28, Florida Statutes, or any other applicable law.
- VI. No award shall be made until the MPO has received the required Certificate(s) of Insurance and the executed Hold Harmless Agreement.

PROPOSER'S INSURANCE STATEMENT

THE UNDERSIGNED has read and understands the aforementioned insurance and bond requirements of this RFP and shall provide the insurance and bonds required by this section within ten (10) days from the date of notice of intent to award.

Proposer Name: _____ Date: _____

Authorized Proposer's

Signature: _____

Print Name: _____

Insurance Agency: _____

Agent Name: _____ Agent Phone: _____

Surety Agency: _____

Surety Name: _____ Surety Phone: _____

Please return this completed and signed statement with your proposal.

EXHIBIT F

DEBARMENT AND SUSPENSION CERTIFICATION

As required by the USDOT regulation on Government Debarment and Suspension under 49 CFR 29.510

- (1) The Contractor 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 judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust 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 government entity (federal, state, 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, local) terminated for cause or default.

- (2) The contractor 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 MPO.

Signature: _____ Date: _____

EXHIBIT G

LOBBYING CERTIFICATION

In accordance with Section 1352 of Title 31, United States Code, it is the policy of the Charlotte County – Punta Gorda Metropolitan Planning Organization that:

- (1) No Federal or state appropriated funds have been paid or will be paid by or on behalf of the Charlotte County – Punta Gorda Metropolitan Planning Organization, to any person for influencing or attempting to influence an officer or employee of any Federal or state agency, or a member of Congress or the state legislature in connection with the awarding of any Federal or state loan, extension, continuation, renewal, amendment, or modification of any Federal or state 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 Federal 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 Charlotte County – Punta Gorda Metropolitan Planning Organization shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants and contracts and subcontracts under grants, subgrants, loans, and cooperative agreement), which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.
- (4) 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 Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Signature: _____ Date: _____

EXHIBIT H

TITLE VI – NONDISCRIMINATION ASSURANCE

Pursuant to Section 9 of USDOT Order 1050.2A, the planning process and work of the MPO is conducted in accordance with Title VI of the Civil Rights Act of 1964 and related statutes. The Contractor assures the Charlotte County – Punta Gorda MPO that no person shall on the basis of race, color, national origin, sex, age, disability, family, religious, or marital status be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity.

The Contractor further assures the MPO that it will undertake the following with respect to its programs and activities:

1. Designate a Title VI Liaison that has a responsible position within the organization and access to the Contractor’s Chief Executive Officer.
2. Issue a policy statement signed by the Chief Executive Officer, which expresses its commitment to the nondiscrimination provisions of Title VI. The Policy statement shall be circulated throughout the Recipient’s organization and to the general public.
3. Insert the Certification Clauses of this agreement in every contract subject to the Acts and the Regulations
4. Develop a complaint process and attempt to resolve complaints of discrimination against sub-recipients. Complaints against the Contractor shall immediately be forwarded to the MPO Title VI Coordinator.
5. Participate in training offered on Title VI and other nondiscrimination requirements.
6. If reviewed by FDOT or USDOT, take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed ninety (90) calendar days.
7. Have a process to collect racial and ethnic data on persons impacted by your agency’s programs.

This assurance is given in consideration of and for the purpose of obtaining any and all federal funds, grants, loans, contracts, properties, discounts or other federal financial assistance under all programs and activities and is binding. The person whose signature appears below is authorized to sign this assurance on behalf of the recipient.

Signature: _____ Date: _____

DRUG-FREE WORKPLACE CERTIFICATION

EXHIBIT I

The undersigned Bidder certifies that it has implemented and maintains a Drug-Free Workplace Program in accordance with Section 440.102, Florida Statutes. To qualify as a drug-free workplace, the business affirms that it has completed the following actions:

1. Published a written statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the workplace and identifying the consequences for violations.
2. Informed employees about:
 - o The dangers of drug abuse in the workplace,
 - o The company’s policy of maintaining a drug-free workplace,
 - o Available drug counseling, rehabilitation, and employee assistance programs, and
 - o Penalties that may be imposed for drug-related violations.
3. Provided each employee engaged in work related to the commodities or contractual services under this bid with a copy of the written statement described in Item 1.
4. Included in the written statement a notice that, as a condition of working on the commodities or contractual services under this bid, employees must:
 - o Abide by the terms of the statement, and
 - o Notify the employer within five (5) days of any conviction, guilty plea, or nolo contendere plea for violations of Chapter 893, Florida Statutes, or any controlled substance law of the United States or any state, when the violation occurs in the workplace.
5. Imposed sanctions or required satisfactory participation in a drug abuse assistance or rehabilitation program (if available in the employee’s community) for any employee convicted of a drug-related offense.
6. Made a good-faith effort to maintain a drug-free workplace through ongoing implementation of these requirements.

This Certification is made for the purpose of inducing the Charlotte County – Punta Gorda MPO, a political subdivision of the State of Florida, to enter into Agreement

No. _____ for _____.

DATED this ____ day of _____, _____.

Signature: _____

Title: _____

Printed Name: _____

Company: _____

EXHIBIT J

E-VERIFY

Contract No: _____

Financial Project No(s): _____

Project Description: _____

In accordance with the contract, the Vendor/Consultant/Contractor hereby acknowledges and certifies compliance with Section 448.095, Florida Statutes. The Vendor/Consultant/Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The

Vendor/Consultant/Contractor shall utilize the U.S. Department of Homeland Security’s E-Verify system, in accordance with the terms governing use of the system. The Vendor/Consultant/Contractor shall comply with Section 448.095, Florida Statutes, for the duration of the contract term, including any extensions or renewal periods.

Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

Exhibit K

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

Before me, the undersigned authority, personally appeared _____, who,
being by me first duly sworn, made the following statements:

1. The business address of _____ (name of bidder or contractor)
is _____.

2. My relationship to _____ (name of bidder or contractor) is

(relationship such as sole proprietor, partner, president, vice president, etc.)

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

Signature/Date (undersigned authority)

Sworn to and subscribed before me in the state of and county of _____ on the
___ day of _____, 20 ____.

(affix seal)

Notary Public

My commission expires

EXHIBIT L

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRUTH IN NEGOTIATION CERTIFICATION

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

Name of Consultant

By:_____

Date:_____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS**

EXHIBIT M

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____

who is authorized to sign on behalf of the above referenced company.

Authorized Signature Print Name and Title: _____

Date: _____

GENERAL PLANNING CONSULTANT CERTIFICATION

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:

1. Compliance with Regulations:

The Contractor shall comply with all regulations governing nondiscrimination in federally assisted programs of the U.S. Department of Transportation, as set forth in **Title 49, Code of Federal Regulations, Part 21**, as amended. These regulations are incorporated into this Agreement by reference and made an enforceable part of the Contractor’s obligations.

2. Nondiscrimination:

The Contractor shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion, or family status in the selection or retention of subcontractors, including the procurement of materials and the leasing of equipment for work performed under this contract. The Contractor shall not participate, directly or indirectly, in any discriminatory practices prohibited by section 21.5 of the applicable Regulations, including discriminatory employment practices when the contract involves programs identified in Appendix B of those Regulations.

3. Solicitations for Subcontractors, Materials, and Equipment

In every solicitation issued by the Contractor—whether by competitive bidding or negotiation—for any subcontract, procurement of materials, or lease of equipment under this contract, the Contractor shall notify each potential subcontractor or supplier of the Contractor’s obligations under this contract and under applicable nondiscrimination regulations. This notice shall inform each potential subcontractor or supplier that nondiscrimination is required on the basis of race, color, national origin, sex, age, disability, religion, or family status.

3. Information and Reports:

The Contractor shall provide all information and reports required under applicable regulations or directives. The Contractor shall permit access to its books, records, accounts, facilities, and any other sources of information that the Florida Department of Transportation, the Federal Highway Administration, the Federal Transit Administration, the Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration determine are necessary to assess compliance with such regulations, orders, or instructions.

If any required information is in the exclusive possession of another party who refuses to furnish it, the Contractor shall certify this fact to the appropriate agency

or agencies listed above and shall describe the efforts made to obtain the information.

5. Sanctions for Noncompliance:

In the event the Contractor fails to comply with the nondiscrimination provisions of this contract, the Florida Department of Transportation may impose any sanctions it, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration, deem appropriate. Sanctions may include, but are not limited to:

- Withholding payments due under the contract until the Contractor achieves compliance.
- Cancellation, termination, or suspension of the contract, in whole or in part.

These sanctions may be applied individually or in combination, depending on the nature and severity of noncompliance.

6. Incorporation of Provisions:

The Contractor shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and equipment leases, unless exempt under applicable regulations or directives. The Contractor shall take any action required by the Florida Department of Transportation, the Federal Highway Administration, the Federal Transit Administration, the Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration to enforce these provisions, including the imposition of sanctions for noncompliance.

If the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request that the Florida Department of Transportation participate in the litigation to protect its interests. The Contractor may also request that the United States participate to protect the interests of the Federal Government.

Compliance with Nondiscrimination Statutes and Authorities:

Civil Rights and Nondiscrimination Statutes

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.; 49 C.F.R. Part 21) — Prohibits discrimination based on *race, color, or national origin*.
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324) — Prohibits discrimination based on *sex*.
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794; 49 C.F.R. Part 27) — Prohibits discrimination based on *disability*.
- Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.) — Prohibits discrimination based on *age*.

- Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) — Prohibits discrimination based on sex in education programs or activities.

Americans with Disabilities Act (ADA)

- Titles II and III of the ADA (42 U.S.C. §§ 12131–12189; 49 C.F.R. Parts 37 and 38) — Prohibit discrimination based on *disability* in public entities, transportation systems, places of public accommodation, and certain testing entities.

Transportation-Specific Nondiscrimination Statutes

- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123) — Prohibits discrimination based on *race, creed, color, national origin, or sex*.
- Federal Aviation Administration Nondiscrimination Statute (49 U.S.C. § 47123) — Reinforces nondiscrimination requirements for aviation-related programs.

Property Acquisition and Relocation

- 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 is acquired for Federal or Federal-aid projects.

Civil Rights Restoration Act of 1987

- Public Law 100-209 — Broadens the definition of “programs or activities” to include *all* operations of Federal-aid recipients, subrecipients, and contractors, whether or not each specific program is federally funded.

Executive Orders

- Executive Order 12898 — Requires Federal actions to address *environmental justice* for minority and low-income populations and prohibits disproportionately high and adverse human health or environmental effects.
- Executive Order 13166 — Requires meaningful access for *persons with limited English proficiency (LEP)*; national origin discrimination includes discrimination based on limited English proficiency.