The undersigned hereby declares that: Click or tap here to enter text. has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with the County, and to furnish **General Planning Consultant for MPO** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

# TERM OF CONTRACT

The Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

The Contract will commence upon the first day of the next calendar month after Board approval. The Contract remains in effect until completion of the expressed and implied warranty periods. The County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

# PAYMENT

The Contractor must submit an accurate invoice to the County’s using department’s email. The date of the invoice must be after delivery but no more than 30 calendar days after delivery. Invoices must reference the: purchase or task order; delivery date, delivery location, and corresponding packing slip or delivery ticket signed by a County representative at the time of acceptance. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. The County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Vendor accepts MasterCard for payment: Choose an item.

# CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:

I certify that I have reviewed the [General Terms and Conditions for Lake County Florida](https://lakeumbraco.azurewebsites.net/media/krwgfnt0/general-terms-and-conditions-v-5-6-21-ada.pdf) and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. Choose an item.

Failure to acknowledge may result in Submittal being deemed non-responsive.

# CERTIFICATION REGARDING FELONY CONVICTION:

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? Choose an item.

# CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. Click or tap here to enter text.

# CERTIFICATION REGARDING BACKGROUND CHECKS:

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. Choose an item.

# DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) Choose an item. Choose an item.

and enter OSD Certification Number Click or tap here to enter text.

and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

# FLORIDA DEPARTMENT OF TRANSPORTATION REQUIREMENTS

The Lake-Sumter Metropolitan Planning Organization (MPO) encourages Disadvantaged Business Enterprise (DBE) firms to compete for professional services projects and encourages non-DBE consultants to use DBE firms as sub-consultants. The consultants must carry out applicable requirements of 49 CFR 26 in the award and administration of this Florida Department of Transportation (FDOT)-assisted contract. However, use of DBE sub-consultants is not mandatory, and no preference points will be giving in the selection process for DBE participation.

Under 49 CFR 26.21, the MPO is required to follow the FDOT DBE goal. Currently this goal is 10.65% and is entirely race neutral. Race neutral means that the MPO can likely achieve the overall DBE % through ordinary procurement methods. Therefore, no specific DBE contract goal is applied to this project. Nevertheless, the MPO is committed to supporting the identification and use of DBEs and other small businesses and encourages the consultant to make all reasonable efforts to achieve at least a 10% goal. Assistance with locating DBEs and other special services are available at no cost through FDOT’s Equal Opportunity Office DBE Supportive Services suppliers. More information is available by calling 850-414-4750 or visiting: [Supportive Services Providers (fdot.gov)](https://www.fdot.gov/equalopportunity/serviceproviders.shtm)

Consultants must not discriminate based on race, color, religion, national origin, age or sex in the award and performance of this contract or in the administration of its DBE program or the requirements of 49 CFR part 26. Consultants must take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of this contract. The recipient’s DBE program, as required by 49 CFR part 26 and as approved by FDOT, is incorporated by reference in this contract. Implementation of this program is a legal obligation and failure to carry out its terms must be treated as a violation of this contract. Upon notification to the recipient of its failure to carry out its approved program, the FDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

# FEDERAL FUNDING REQUIREMENT

* 1. REQUIRED for this project – DUNS Number: Click or tap here to enter text.
  2. A contract award expected to equal or exceed $25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

Registration or search can be conducted here: [SAM Directory and Registration website](https://sam.directory/?gclid=EAIaIQobChMIh7fK0LzX9AIVZv_jBx0OxwJZEAAYAiAAEgIKLvD_BwE)

# RECIPROCAL VENDOR PREFERENCE: Does not apply.

# GENERAL VENDOR INFORMATION:

Firm Name: Click or tap here to enter text.

Street Address: Click or tap here to enter text.

City: Click or tap here to enter text. State and ZIP Code: Click or tap here to enter text.

Mailing Address (if different): Click or tap here to enter text.

Telephone: Click or tap here to enter text. Fax: Click or tap here to enter text.

Federal Identification Number / TIN: Click or tap here to enter text.

DUNS Number: Click or tap here to enter text.

# SUBMITTAL SIGNATURE:

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: Click or tap here to enter text.

Date: Click or tap to enter a date.

Print Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Primary E-mail Address: Click or tap here to enter text.

Secondary E-mail Address: Click or tap here to enter text.

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

*[The remainder of this page is intentionally blank]*