

**HILLSBOROUGH COUNTY**  
**METROPOLITAN PLANNING ORGANIZATION**  
**dba**  
**HILLSBOROUGH TRANSPORTATION PLANNING**  
**ORGANIZATION (TPO)**

**PROFESSIONAL SERVICES AGREEMENT**

**General Transportation Planning Consultant Services**

**June 2023**

**Hillsborough County Metropolitan Planning Organization  
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is entered into this 14 day of June, 2023, by and between the Hillsborough County Metropolitan Planning Organization, dba Hillsborough Transportation Planning Organization hereinafter referred to as the "TPO", and Cambridge Systematics, hereinafter referred to as "CONSULTANT".

**W I T N E S S E T H:**

For and in consideration of the mutual agreements hereinafter contained, the TPO hereby retains CONSULTANT, and CONSULTANT hereby covenants to provide the professional services described herein in connection with the Hillsborough Transportation Planning Organization's General Transportation Planning Consultant Services.

**SECTION I - TPO OBLIGATIONS**

The TPO agrees that it shall furnish to CONSULTANT any data and other work products readily available in the TPO files pertaining to the services to be performed under this Agreement.

The Executive Director of the Metropolitan Planning Organization, hereinafter referred to as the "DIRECTOR", shall issue written authorization to proceed, hereinafter referred to as "Notice to Proceed", to CONSULTANT for the individual task assignment to be performed hereunder which Notice to Proceed shall specify a completion time for the work. In case of emergency, the DIRECTOR reserves the right to issue an oral Notice to Proceed to CONSULTANT with the understanding that a written Notice to Proceed shall follow immediately thereafter.

DIRECTOR shall not be obligated to assign any minimum amount of individual task assignments to CONSULTANT during the life of this Agreement and CONSULTANT agrees that it will not make any claim for damages or loss of profits due to the amount of individual task assignments assigned pursuant to this Agreement.

The TPO will furnish, without charge, the following information to the CONSULTANT for the performance of Services:

- A. All criteria and full information as to the TPO's requirements for CONSULTANT's performance pursuant to this Agreement including objectives, constraints, budgetary limitations, and time frames.
- B. Drawings, specifications, schedules, reports, socio-economic, traffic, and planning data and other information prepared by and/or for the TPO by others which are available to the TPO and which the TPO considers pertinent to the CONSULTANT's responsibilities, pursuant to this Agreement and CONSULTANT shall have the right to rely upon the accuracy and completeness of any such materials and/or information.

**SECTION II - PROFESSIONAL SERVICES**

Upon delivery of a Notice to Proceed for individual task assignments from the DIRECTOR, CONSULTANT agrees to perform professional services described in Exhibit "A" hereto, hereinafter referred to as "Services". Individual task assignments made to CONSULTANT shall be in writing on forms acceptable to the DIRECTOR which shall be included as part of the Notice

to Proceed required by Section I of this Agreement, and may include data and other work product and progress requirements to be met at designated stages of completion.

In connection with Services to be rendered pursuant to this Agreement, CONSULTANT further agrees to:

- A. Comply with any federal, state and local laws or ordinances applicable to the work including but not limited to provisions for ADA508 Guidelines, of the State of Florida PUR 1000 General Contract Conditions Cooperative Purchasing, and the State of Florida Dept. of Transportation DBE Bid Package Information as attached as Appendix A: Additional Federal, State and Local Information
- B. Cooperate fully with the DIRECTOR in the scheduling and coordination of all phases of the work.
- C. Report the status of the work to the DIRECTOR upon request and hold all pertinent data and other work products open for inspection by the DIRECTOR or his authorized agent at any time.
- D. Submit for review, data and other work products representative of the work's progress at the designated stages of completion, if stipulated in the Notice to Proceed. Submit for DIRECTOR's approval the final work products upon incorporation of any modifications requested by the Director during any previous review.
- E. Confer with the DIRECTOR at any time during the term of this Agreement concerning the further development and utilization of data and other work products generated by CONSULTANT pursuant to this Agreement as to interpretation and corrections of errors and omissions. CONSULTANT shall not be compensated for the correction of CONSULTANT'S errors and/or omissions.

The CONSULTANT shall ensure that all work products, contractual services documents and support forms have been prepared on PC compatible hardware, and software approved by the Director.

The CONSULTANT shall have proven familiarity with Geographic Information Systems (GIS) applications for transportation planning tasks. All GIS products shall be compatible with the Hillsborough County City-County Planning Commission's, hereinafter referred to as the "Planning Commission", GIS hardware and software. All GIS deliverables shall include:

- A Map Package (.mpk) for each map produced utilizing ESRI products and all data layers necessary to recreate the completed map; and
- A brief summary of methodology for each map produced, including the original name and source of data, and any data queries or selection parameters used to create or depict pertinent topic data layers within the map.

All final graphics and documents delivered to the TPO shall be in a photo ready reproducible format. In addition, all documents shall be supplied to the TPO in their original, editable, electronic format. This includes technical reports, maps, tables, graphics, photos, and other supporting information used to produce the required deliverables.

### **SECTION III - TIME FOR COMPLETION**

The individual task assignment to be rendered by CONSULTANT under Section II of this Agreement shall commence upon delivery of a written Notice to Proceed from the DIRECTOR subsequent to the execution of this Agreement, and shall be completed within the time specified in the Notice to Proceed. CONSULTANT shall not be responsible for failure to perform or for

delays in the services arising out of factors beyond the reasonable control or without the fault or negligence of CONSULTANT.

Nothing in this Agreement shall preclude the DIRECTOR from granting a reasonable extension of the time specified in the Notice to Proceed where appropriate to ensure full and proper completion of an individual task assignment. CONSULTANT and the TPO hereby agree that any decision by the DIRECTOR to grant or not grant an extension of time for completion of an individual task assignment shall not be a cause for claim by CONSULTANT. Any extension of time granted by the DIRECTOR shall be in writing and shall be incorporated as an addendum to the previously issued Notice to Proceed.

#### **SECTION IV - PERSONNEL**

- A. CONSULTANT shall designate a qualified individual acceptable to the DIRECTOR to serve as CONSULTANT's project manager for each individual task assignment. This individual shall be fully responsible for the day-to-day activities required for performance of the individual task assignment pursuant to a Notice to Proceed and shall serve as the primary contact for the DIRECTOR or designated TPO Project Manager.
- B. The DIRECTOR shall designate a qualified member of the TPO staff to serve as the TPO's project manager for each individual task assignment. This individual shall be fully responsible for the day-to-day activities required for performance of the individual task assignment pursuant to a Notice to Proceed and shall be the primary contact for CONSULTANT.
- C. CONSULTANT shall immediately notify the DIRECTOR in the event that CONSULTANT is no longer able to perform Services under this Agreement with any of the personnel listed in CONSULTANT's written technical proposal, and identify such personnel and his or her qualifications.
- D. CONSULTANT shall notify the DIRECTOR of any proposed replacement of personnel, listed in CONSULTANT's written technical proposal, to perform Services under this Agreement at least thirty (30) days prior to such replacement advising of the personnel to be replaced and the proposed replacement personnel.
- E. If requested by the TPO or the DIRECTOR, CONSULTANT shall submit to the DIRECTOR within five (5) days of such request the qualifications of personnel proposed as replacements to personnel to perform Services under this Agreement.
- F. The TPO and the DIRECTOR reserve the right to reject any proposed replacement personnel to perform Services under this Agreement. In such an event, CONSULTANT shall propose alternate replacement personnel and shall submit to the DIRECTOR the qualifications of such personnel at least thirty (30) days prior to the proposed replacement.
- G. In the event that CONSULTANT is no longer able to perform Services under this Agreement with any of the personnel listed in CONSULTANT's written technical proposal, deemed by the DIRECTOR to be necessary for the performance of an individual task assignment or the Services, and is unable to provide replacement personnel acceptable to the TPO or the DIRECTOR, this shall be a cause for cancellation of a Notice to Proceed or termination of this Agreement.
- H. The TPO and the DIRECTOR reserve the right to direct CONSULTANT to remove any of its personnel from the performance of any of the Services under this Agreement. If such removal

is for cause, the costs of such removal shall be borne by CONSULTANT. However, if such removal is not for cause, the cost of such removal shall be borne by the TPO.

- I. CONSULTANT agrees not to contact any members of the TPO Board regarding TPO matters without first contacting the DIRECTOR.

#### **SECTION V - COMPENSATION**

The TPO agrees to pay, and CONSULTANT agrees to accept, for individual task assignment for Services rendered pursuant to this Agreement, including all or a portion of the Services described in Exhibit "A" hereto, as assigned by the DIRECTOR, and all incidental work thereto, the Lump Sum Fee negotiated by the DIRECTOR and CONSULTANT for any individual task assignments to CONSULTANT pursuant to a Notice to Proceed. Such Lump Sum Fee shall be based on the method of compensation outlined in Exhibit "B" hereto. The hourly rates for each job classification and factors for overhead, fringe benefits, and operating margin approved by the TPO Board for CONSULTANT are shown in Exhibit "C" hereto. The Lump Sum Fee shall constitute full compensation for all CONSULTANT costs associated with performance of the Services hereunder, including but not limited to, labor, overhead, computer time, and fringe benefits costs; out-of-pocket expenses such as communications, postage, printing, reproduction, etc.; and travel expenses such as airfare, car rental, lodging, meals, etc. and shall also include CONSULTANT's profit margin in connection with the Services to be rendered pursuant to this Agreement.

#### **SECTION VI - CHANGES TO SERVICES IDENTIFIED BY A NOTICE TO PROCEED**

In the event of a need to change the scope of the Services identified by a Notice to Proceed, the scope, time for completion and compensation for such work shall be described in a written negotiated change order which shall be incorporated as an addendum to the previously issued Notice to Proceed. Such written change order shall be effective and CONSULTANT shall modify its work under a Notice to Proceed to conform with the written change order upon delivery of such written change order to CONSULTANT. In the event that the DIRECTOR determines that there is a need to change the Services identified by a Notice to Proceed and a written change order cannot be negotiated to the satisfaction of the DIRECTOR and CONSULTANT, the DIRECTOR may cancel the previously issued Notice to Proceed.

#### **SECTION VII - RIGHT OF DECISIONS**

All Services shall be performed by CONSULTANT to the reasonable satisfaction of the DIRECTOR, who shall decide all questions, difficulties, and disputes of whatever nature, including reuse of documents pursuant to Section X of this Agreement, which may arise under or by reason of this Agreement, the prosecution and fulfillment of the Services hereunder, and the character, quality, and amount of value therein. The DIRECTOR's decisions upon all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. Adjustments of compensation and time for completion of an individual task assignments pursuant to a Notice to Proceed, due to any major changes in the Services, which might become necessary or be deemed desirable as the work progresses, shall be as provided in Section VII of this Agreement. In the event CONSULTANT does not concur with the decisions of the DIRECTOR, CONSULTANT may present any such objections in writing to the TPO in a manner consistent with Section IV of this Agreement. The DIRECTOR and CONSULTANT shall abide by the decisions of the TPO. This paragraph does not constitute a waiver of either party's right to proceed in a court of competent jurisdiction.

#### **SECTION VIII - OWNERSHIP OF DOCUMENTS**

Upon payment in accordance with the terms of this Agreement, all data and other work products developed by CONSULTANT pursuant to this Agreement shall become the property of the TPO without restrictions or limitations upon their use and shall be made available by CONSULTANT at any time upon request by the TPO; provided, however, that notwithstanding anything to the contrary in this Agreement, any preexisting proprietary rights including any application files owned by or licensed to CONSULTANT or source files owned by third party vendors to CONSULTANT shall remain the sole and exclusive property of CONSULTANT and/or such third party vendors. Reuse of such data by the TPO for any purpose other than that for which prepared shall be at the TPO's sole risk. When all Services or any individual task assignment contemplated under this Agreement and identified in a Notice to Proceed are complete, all of the above data shall be delivered to the DIRECTOR within the time for completion specified in the Notice to Proceed.

#### **SECTION IX - REUSE OF DOCUMENTS**

CONSULTANT may not reuse data or products developed under this Agreement without the written permission of the DIRECTOR; provided, however, CONSULTANT may reuse, without the permission of the DIRECTOR, data or products included within the work product which were previously developed by CONSULTANT and which are of general applicability in its industry or proprietary to CONSULTANT.

#### **SECTION X - COURT APPEARANCES AND CONFERENCES**

Nothing in this Agreement shall obligate CONSULTANT to prepare for or appear in litigation on behalf of the TPO except in consideration of additional compensation. The amount of such compensation shall be mutually agreed upon and described in a Supplemental Agreement subject to approval by the TPO Board. Except as otherwise provided by law, only upon said approval of a Supplemental Agreement and subsequent delivery of written authorization from the DIRECTOR shall CONSULTANT be obliged to make Court appearances on behalf of the TPO.

#### **SECTION XI - NOTICES**

Any notices, reports or other written communication from CONSULTANT shall be considered delivered when posted by certified mail or accepted electronic format or delivered in person to the DIRECTOR. Any notices, reports or other communications from the TPO to CONSULTANT shall be considered delivered when posted by email, certified mail or other accepted electronic formats to CONSULTANT at the last address left on file with the TPO or delivered in person to said CONSULTANT or CONSULTANT's authorized representative.

#### **SECTION XII – CANCELLATION OR SUSPENSION OF A NOTICE TO PROCEED**

The DIRECTOR shall have the authority to cancel or suspend a Notice to Proceed at the sole discretion of the DIRECTOR. In the event the DIRECTOR cancels or suspends a Notice to Proceed, CONSULTANT shall be compensated for all Services rendered consistent with the terms of this Agreement and the Notice to Proceed up to the time delivery of written notification of such cancellation or suspension except in the case of a cancellation or suspension of a Notice to Proceed based on a notification of noncompliance which is not cured or declaration of default as provided in Section XIX of this Agreement. This compensation shall be determined on the basis of the percentage of the total Services, which have been performed at the time of delivery to CONSULTANT of such notice. In the event partial payment has been made for professional Services not performed, CONSULTANT shall return such sums to the TPO within ten (10) days after delivery of written notice that such sums are due.

#### **SECTION XIII - AUDIT AND INSPECTION OF RECORDS: PUBLIC RECORDS**

A. Maintenance of Records

CONSULTANT shall maintain appropriate records with respect to wages and salaries and other reimbursable costs hereunder during the course of the Services and for three (3) years after final payment under this Agreement. Such records supported by payrolls, invoices, and other documents pertaining in whole or in part to the Services shall be clearly identified, readily accessible and, to the extent feasible, kept separate and apart from all other documents related to the Services. The system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied. These records are maintained for information only.

**B. Accessibility of Records; Public Records**

CONSULTANT shall permit the authorized representatives of the TPO and the TPO's funding agencies to inspect all data and records relating to its performance under this Agreement. These rights of inspection shall extend for a period of three (3) years following final payment under this Agreement.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 273-3774 ext.371; [WilkeningC@plancom.org](mailto:WilkeningC@plancom.org); 601 E. Kennedy Blvd., 18th Floor, Tampa FL 33602).**

While providing services to the TPO under this Agreement, CONSULTANT will comply with Florida's public records law, Chapter 119, Florida Statutes, and further agrees to: 1. Keep and maintain public records required by the TPO to perform the service; and 2. Upon request from the TPO's custodian of public records, provide the TPO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and

- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to the TPO; and
- D. Upon completion of the contract, transfer, at no cost, to the TPO all public records in possession of the CONSULTANT or keep and maintain public records required by the TPO to perform the service. If the CONSULTANT transfers all public records to the TPO upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TPO, upon request from the TPO's custodian of public records, in a format that is compatible with the information technology systems of the TPO.

**SECTION XIV - SUBCONTRACTING**

CONSULTANT shall not subcontract, assign, or transfer any work under this Agreement without the prior written consent of the DIRECTOR. Work shall be performed by personnel listed in CONSULTANT's written technical proposals or replacement personnel as provided in this Agreement. When applicable and upon receipt of such consent in writing, CONSULTANT shall

cause the names of the firms responsible for the major portions of each separate specialty of the work to be inserted in the pertinent documents or data.

CONSULTANT will require in any subcontracts pertaining to the Services described herein that the subconsultant will permit the TPO all the rights and privileges of this Agreement, including, but not limited to, the TPO's right to secure materials or services from the subconsultant which might be a part of the subconsultant's work product.

It is the policy of the Hillsborough County TPO that disadvantaged businesses, as defined in 49 Code of Federal Regulations, Part 26, shall have an opportunity to participate in the performance of TPO contracts in a nondiscriminatory environment. Pursuant to 49 CFR 26.21(a)(1) the Hillsborough County TPO has adopted the Florida Department of Transportation Disadvantaged Business Enterprise (DBE) Program for use on US DOT-assisted contracts. FDOT triennially establishes a statewide race neutral aspirational goal that a percentage of US DOT-assisted projects be awarded to DBEs. The current DBE goal is 10.65%. It is the contractor's obligation to enter DBE commitments and payments into the EOC system.

A copy of the Hillsborough County TPO's DBE Policy Statement and the FDOT's DBE Policy Program can be viewed in the Planning Commission library or online at [www.hillsboroughMPO.org](http://www.hillsboroughMPO.org). CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. CONSULTANT shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to: withholding of payments to CONSULTANT under this Agreement; Assessing sanctions; Assessing liquidated damages; and/or cancellation, termination or suspension of the Agreement in whole or in part; and/or suspension or debarment of CONSULTANT from eligibility to contract with the TPO in the future or to receive bid packages or request for proposal packages. The Florida Department of Transportation maintains a directory identifying all firms eligible to participate as DBEs as well as supportive services to assist with identification and use of DBEs. For more information, contact the FDOT Equal Opportunity Office at

<http://www.fdot.gov/equalopportunity/dbesbepograms.shtml>.

#### **SECTION XV - REPRESENTATIONS**

CONSULTANT represents that no companies or persons, other than bona fide employees working solely for CONSULTANT have been retained or employed to solicit or secure this Agreement or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations contingent upon or resulting from the award or making of this Agreement. CONSULTANT also represents and agrees that no Planning Commission or TPO personnel, whether a full-time or part-time employee, has or shall be retained or employed in any capacity, as long as they are in the Planning Commission's or TPO's employment and for two (2) years thereafter, by CONSULTANT to accomplish the work contemplated under the terms of this Agreement. For breach or violation of this section, the TPO shall have the right to terminate this Agreement without liability.

#### **SECTION XVI - TERMINATION OF AGREEMENT**

It is expressly understood and agreed that in addition to other provisions of this Agreement providing for termination by the TPO, the TPO may terminate this Agreement, in total or in part, without cause or penalty, by thirty (30) days' prior notification in writing to CONSULTANT, by certified mail, return receipt requested. In the event of a termination of this Agreement pursuant to this Section or Section IV of this Agreement, the TPO's sole obligation to CONSULTANT shall



be payment in accordance with Section V of this Agreement, for those units or sections of the work previously authorized by a Notice to Proceed. Such payment shall be determined on the basis of the hours or the percentage of the total work performed by CONSULTANT up to the time of termination. In the event partial payment has been made for professional Services not performed, CONSULTANT shall return such sums to the TPO within ten (10) days after delivery of written notice by certified mail, return receipt requested, that said sums are due. Upon termination, the TPO may, without penalty or other obligations to CONSULTANT, elect to employ other persons to perform the same or similar Services.

#### **SECTION XVII - DURATION OF AGREEMENT**

This Agreement shall remain in full force and effect until June 30, 2025.

#### **SECTION XIII - DEFAULT**

In the event CONSULTANT fails to comply with the provisions of this Agreement, the DIRECTOR may declare CONSULTANT in default if CONSULTANT fails to cure such noncompliance within thirty (30) days of delivery of written notification, by certified mail, return receipt requested. In such an event, CONSULTANT shall only be compensated for those Services specified in Exhibit "A" that are identified in a Notice to Proceed, which has been fully completed as of the date of default. In the event partial payment has been made for such professional Services identified in a Notice to Proceed that have not been fully completed, CONSULTANT shall return such sums to the TPO within ten (10) days after delivery of written notice, by certified mail, return receipt requested, that said sums are due. In the event of litigation to enforce this requirement, the prevailing party shall be entitled to reasonable attorney's fees and court costs.

A declaration of default under this Agreement shall constitute a basis for termination of this Agreement by the TPO.

Failure by the TPO at any time to enforce any of the provisions of this Agreement or to take any course of action allowed by this Agreement shall not be construed as a waiver of any right the TPO may have pursuant to this Agreement. Such a failure to enforce or take any course of action allowed by this Agreement shall not affect the validity of this Agreement or any rights the TPO may have pursuant to this Agreement.

#### **SECTION XIX - INDEMNIFICATION AND INSURANCE**

CONSULTANT shall indemnify and hold harmless the TPO, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONSULTANT and other persons employed or utilized by CONSULTANT in the performance of the contract.

CONSULTANT shall maintain the following insurance during the term of this Agreement:

- A. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.
- B. Professional Liability Insurance in the amount of \$1,000,000 providing for all sums, which CONSULTANT shall become legally obligated to pay as damages for claims arising out of the Services, performed by CONSULTANT or any person employed by CONSULTANT in connection with this Agreement.

- C. General Liability Insurance, on a commercial basis, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. The policy must be endorsed to show the TPO as additional insured.
- D. Worker's Compensation Insurance in compliance with Florida's statutory requirements, as presently written or hereafter amended.

All insurance policies must be issued by companies with A.M. Best ratings of A- or better, Class III and authorized to do business under the laws of the State of Florida.

CONSULTANT shall furnish certificates of insurance to the TPO as Exhibit "G" to this Agreement, which certificates shall clearly indicate that CONSULTANT has obtained insurance in the type, amount, and classification as required for strict compliance with this Agreement and that no material change or cancellation of this insurance shall be effective without thirty days (30) prior written notice to the TPO.

The certificate must contain an additional clause as follows: The TPO and its members, officers and employees, the Planning Commission and its members, officers and employees have been named as additional insured as respects general and auto liability coverage.

Compliance with the foregoing requirements shall not relieve CONSULTANT of the liabilities and obligations under this Section or under any other portion of this Agreement, and the TPO shall have the right to inspect the original insurance policies in the event that submitted certificates of insurance are inadequate to ascertain compliance with required coverages.

#### **SECTION XX - CERTIFICATION OF WAGE RATES**

In accordance with Florida Statute 287.055, CONSULTANT hereby certifies that wage rates and other factual unit costs, as submitted in support of the compensation provided in Section V and Exhibits "B" & "C", are accurate, complete and current as of the date of this Agreement.

#### **SECTION XXI - PUBLICITY, NEWS RELEASES AND CONFIDENTIAL INFORMATION**

CONSULTANT will not, during or after performance of this Agreement, disseminate any information outside its organization regarding the Services without prior written approval from the DIRECTOR. CONSULTANT shall not divulge any confidential information communicated to it or used by it in connection with this Agreement, except as required by law.

#### **SECTION XXII - CONFLICT OF INTEREST**

CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner with the performance of Services. CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by CONSULTANT.

During the term of this Agreement, CONSULTANT shall not act as an agent for others in any proceeding, application or matter before the TPO Board.

No member, officer or employee, of the Planning Commission or the TPO during his tenure or for two years thereafter, shall have any interest, direct or indirect in this Agreement or the proceeds thereof.

CONSULTANT agrees that it and its employees shall be bound by applicable local, state and federal laws regarding this subject of Conflict of Interest.

**SECTION XXIII – FINAL ACCEPTANCE**

When CONSULTANT completes an individual task assignment pursuant to a Notice to Proceed, CONSULTANT shall so advise the DIRECTOR in writing and within thirty (30) days of delivery of such notice, the Director shall release payment for the final invoice or give CONSULTANT notice in writing of any individual task assignment, which, in the DIRECTOR's sole judgment, have yet to be completed. Upon completion of such Services, CONSULTANT shall notify the DIRECTOR, and within the above specified time period the DIRECTOR shall release the final payment, which shall constitute final acceptance of the specified individual task assignment. Final acceptance shall not constitute a waiver or abandonment of any rights or remedies available to the TPO under any other section of this Agreement.

**SECTION XXIV - ENTIRETY OF AGREEMENT**

This Agreement embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written with reference to the subject matter herein that are not incorporated herein and superseded hereby.

No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing, signed by both the TPO and CONSULTANT.

This Agreement, regardless of where executed, shall be governed by and constructed according to the laws of the State of Florida, and venue shall be in Hillsborough County, Florida.

**SECTION XXV - EXHIBITS**

The following Exhibits are attached hereto and incorporated herein as integral parts of this Agreement, and CONSULTANT agrees to comply with all terms contained therein:

- "A" Scope of Services
- "B" Method of Compensation
- "C" Approved Hourly Rates per Classification and Additive Percentages
- "D" Hillsborough County EEO Requirements
- "E" Federal Transit Administration Civil Rights Assurances
- "F" CONSULTANT Certifications and Affidavits
- "G" CONSULTANT Certificates of Insurance

**SECTION XXVI – APPENDIX**

The following Appendix is attached hereto and incorporated herein as integral parts of this agreement, and the CONSULTANT agree to comply with all terms contained therein:

Appendix A: Additional Federal, State and Local Information

IN WITNESS WHEREIN the parties hereto have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

ATTEST:

Hillsborough County  
Metropolitan Planning Organization

By: \_\_\_\_\_

Reviewed as to Form and  
Legal Sufficiency

By: \_\_\_\_\_

\_\_\_\_\_  
TPO Chair

\_\_\_\_\_  
TPO Attorney

ATTEST:

CONSULTANT

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(title)

\_\_\_\_\_  
(witness)

**(ACKNOWLEDGMENT OF CONSULTANT, IF A CORPORATION)**

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned authority, personally appeared \_\_\_\_\_, to me known to be the individual described in and who executed the foregoing instrument as \_\_\_\_\_, of \_\_\_\_\_, a \_\_\_\_\_ corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Director's or other appropriate authority of said corporation, and who, having knowledge of the several matters stated in said foregoing instrument, certified the same to be true in all respects. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did (did not) take an oath.

WITNESS my hand and official seal the date aforesaid.

\_\_\_\_\_  
(Signature of Person Taking Acknowledgment)

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
(Title or Rank)

\_\_\_\_\_  
(Serial Number, if any) **(NOTARY'S SEAL)**

**EXHIBIT "A"**

**SCOPE OF SERVICES**



**Hillsborough MPO  
Metropolitan Planning  
for Transportation**

**EXHIBIT "A"**

**SCOPE OF SERVICES  
FOR  
GENERAL PLANNING CONSULTANT**

**HILLSBOROUGH COUNTY  
METROPOLITAN PLANNING ORGANIZATION**

Hillsborough County  
Metropolitan Planning Organization  
601 E. Kennedy, 18th Floor  
Tampa, Florida 33601-1110  
813/272-5940  
FAX NO. 813/301-7172

## I. PURPOSE

The Hillsborough Metropolitan Planning Organization (TPO) in cooperation with the Florida Department of Transportation (“the Department”) requires the services of a consultant(s) to provide support for staff to accomplish various transportation planning functions approved by the TPO and relating to its Unified Planning Work Program (UPWP). Many of these tasks are required by the Moving America for Progress (MAP-21) and subsequent regulations. The work involves providing assistance to staff on a work assignment basis in a variety of planning, technical, graphical, public involvement, and product review activities. The consultant shall assist the staff by providing additional resources and expertise to accomplish negotiated individual task assignments authorized by the DIRECTOR. This scope outlines the general tasks that may be assigned to consultants under a general planning consultant contract, but should not be considered exhaustive.

## II. SERVICES

### A. Multimodal System and Corridor Planning (UPWP Task 2)

**Crash Mitigation/Congestion Management Planning** – The Consultant may assist in updating the Crash Mitigation/Congestion Management Process for Hillsborough County, to be coordinated with the rest of the region and the state. This may include developing, prioritizing, and recommending safety and transportation systems management and operations (TSMO) strategies to increase mobility within corridors and sub-areas. Work also may include developing the process and metrics for monitoring crashes and congestion causes and trends countywide, identifying strategies to target key recurring issues, developing implementation plans in collaboration with other agencies and evaluating the effectiveness of implemented strategies.

May include shorter-range operational modeling and data collection using software such as VISSIM, Synchro or AIMSUM.

**Smart Cities Planning** - The TPO may require assistance in planning an integrated and inter-operable Intelligent Transportation System (ITS) within Hillsborough County. This may include prioritizing and recommending User Services and Market Packages identified within the Tampa Bay Regional ITS Architecture, reviewing operations, architecture, and communications to ensure that jurisdictions’ ITS operate as an integrated system, and evaluating and assessing the performance of ITS investments. The task may require the consultant to investigate historical traffic and planning data for resources to determine appropriate measures applicable to the selection and application of User Services and Market Packages appropriate for the area and consistency with National or Regional ITS Architecture. Additional tasks may involve updating the Hillsborough County ITS Master Plan and planning for emerging autonomous, connected, electric, shared-ride vehicle technology.

**Security, Resilience and Emergency Management Planning** – the consultant may conduct vulnerability assessments and analyze mitigation strategies, including planning-level cost estimation, economic impact and return on investments.



**Complete Streets & Non-Motorized Planning** – The consultant may develop plans and projects that increase and improve cycling and walking facilities, improve safety and the perception of safety, and create universal access. This may include analysis of bicycle and pedestrian crashes, analysis of multi-modal level of service or level of traffic stress, and latent demand analysis; trail and side path feasibility studies; evaluating the feasibility and preparing context-sensitive design plans and conceptual engineering for inclusion of bicycle, pedestrian, micro-mobility, landscaping, ADA and other treatments in roadway facilities; and developing maps that creatively display corridors for safe and efficient non-motorized travel. Also, provide assistance in preparing special analyses requested by the Bicycle and Pedestrian Advisory Committee, Livable Roadways Committee, and/or TPO.

**Intermodal / Freight Planning** – Assist the TPO with incorporating freight and goods movement needs in the transportation planning process and identifying best practices in freight and goods movement planning. Includes coordination with freight activity centers, logistics zones, seaport, airport, freight rail and intermodal facilities.

**Transit and Transportation Demand Management Planning** - Evaluate the need for transit and travel demand management (TDM) strategies in Hillsborough County. Prepare analyses such as: transit level of service; transit supportive areas and TOD; access to jobs and activity centers; supportive pedestrian and ADA compliant infrastructure; transit quality of service evaluation; long-term fixed guideway, bus rapid transit, and water transit concepts, ridership forecasts and cost estimation; bus service, facilities and other transit assets, flexible on-demand transit, paratransit, TDM concepts and strategies such as telecommuting, parking polies, carpools, vanpools, shared ride and mobility as a service, cost estimation and transit oriented development. Establish on-going monitoring systems to implement multi-modal level-of-service analysis.

**Transportation Disadvantaged Planning** - Short-range coordinated transportation disadvantaged planning pursuant to Chapter 427, Florida Statutes and Rule Chapter 41-2, FAC. Assist in preparing an updated Hillsborough County Transportation Disadvantaged Service Plan. This may include updating the document's demographics, population forecasts, operational elements, quality assurance measures, need assessment and identifying barriers to coordination.

In addition, assist in the annual evaluation of the Transportation Disadvantaged Program Community Transportation Coordinator (CTC). In particular, collect data for performance measures including, but not limited to, reliability, service (effectiveness, efficiency, availability), and safety. Further, provide support in completing the CTC evaluation workbook. Also, provide assistance in preparing special transportation disadvantaged reports or products requested by the Transportation Disadvantaged Coordinating Board and/or TPO.

Also, may include health impact analysis and screening of proposed projects.

**Corridor, Sub-Area and Environmental Studies** - Identify policies and physical improvements that effectively support multi-modal transportation systems within major corridors and sub-areas. Analyze problems and opportunities that relate to

creating a balanced and efficient transportation system in transit station areas, downtowns, business districts, schools and mixed-use activity centers. Issues include planning for major investments, policy development, multi-modal transportation systems, congestion relief, safety, aesthetics, access management, adverse impacts, lane use and urban design that supports the efficient provision and maintenance of the transportation system and other related issues. Identify potential impacts to protected populations under EJ, Title VI and related requirements. Ensure this planning process addresses the equitable distribution of mobility benefits and possible adverse environmental and health impacts. Assist in early screening of NEPA alternatives, developing purpose and needs statements and reviewing projects in for the ETDM process. Analyze mitigation strategies to reduce negative impacts to the natural and built environment, including impacts to human health.

May include air quality analysis and forecasting at the regional or corridor level.

**D. Long Range Transportation Planning and Data Monitoring (UPWP Task 3)**

In order to maintain its consistency with local government comprehensive plans and keep the plan current, cost affordable, and conforming to federal laws, it will be necessary to periodically amend or update the Long Range Transportation Plan (LRTP). Assistance may be required to analyze revenue, cost, freight, environmental impacts, air quality, conformity determination, alternative highway and transit networks, socioeconomic, community, social, security, safety and other impacts of proposed amendments to, or updates of, the LRTP. The consultant should be experienced in running, summarizing, and analyzing the results of the most current version of the Tampa Bay Regional Planning Model.

Assist in tracking the physical characteristics and operation of the transportation system, measure performance against established targets and formulate strategies to maintain the system in good repair, improve safety, preserve capacity, and maximize choices for personal mobility. This includes data collection activities for facilities on or off the state highway system and/or compilation of existing data including, but not limited to, manual and/or automated traffic counts, vehicle classification counts, crash reports, transportation surveys, questionnaires, roadway characteristics, pavement, bridge and transit asset condition, transit operation and performance, delay, vehicle speed and travel time reliability studies, etc. Compile data on passenger and freight movements through the county's seaports, airports, and rail systems and their impact on the highway and transit systems. Identify, validate and incorporate new or emerging data sources and means of collection. Prepare data for GIS maps, TPO website, and TPO traffic count website.

Also, the consultant may be required to analyze transportation data to determine need and priority of transportation improvements including, but not limited to, roadway, transit, and/or bicycle/pedestrian projects. The consultant may need to analyze transportation data to calculate level of service (roadway, transit, multimodal), transit ridership, accident rates, or hazard indexes, and/or latent demand for bicycle/pedestrian facilities.

Other work may include developing or reviewing socioeconomic data forecasts and/or preparation of scenario based socioeconomic datasets; preparation of associated reports, graphics, and presentation materials.

**E. Public Engagement (UPWP Task 5)**

Prepare creative, engaging and user-friendly public information materials, including newsletters and plan summary brochures. Draft articles appropriate for eighth-grade reading level. Prepare creative graphics. Create enhancements to TPO website. Develop feedback mechanisms such as public opinion research, online surveys, interactive displays, participatory charrettes, social media, and communications strategies and messaging. Prepare materials in a variety of formats, including foreign language translation and ADA-compliant materials. Assist in scheduling, content, media and feedback on TPO speaking engagements, public workshops and special events in a variety of venues and formats.

**F. Regional Plans and Programs (UPWP Task 6)**

Assist in coordinating and the development of regional plans and programs consistent with federal and state requirements. This may include work related to the:

- West Central Florida TPO Chairs Coordinating Committees
- Tampa Bay TMA Leadership Group
- Regional LRTP;
- Regional Congestion Management Process;
- Regional Multi-Use Trails;
- Regional Fixed Guideways;
- Regional Analysis of Special Use Lanes and Toll Feasibility;
- Regional Goods Movement Studies, and;
- Regional Corridor Studies and Action Plans.

**G. Other Transportation Planning Assistance**

The consultant may be required to perform specific technical analyses assigned by the DIRECTOR to respond to directives from the TPO Board, new federal and state requirements, the need to coordinate with other agencies, and requests from the public. The consultant may be requested to assist with the development or maintenance of transportation improvement prioritization and programming, air quality reports, land use and socio-economic databases, environmental justice related analysis, scopes of services, revenue and cost estimation, financial analysis, customized database programming, GIS data and mapping, shared data platforms, web applications or other special transportation surveys or studies as approved by the Director. The consultant may also be requested to assist with logistical support in setting up and participating in public hearings, meetings, and workshops.

**EXHIBIT “B”**

**METHOD OF COMPENSATION**

## **EXHIBIT "B"**

### **METHOD OF COMPENSATION**

#### **I. PURPOSE**

This Exhibit describes and defines the limits of compensation to be made to CONSULTANT for individual task assignment for Services outlined in Exhibit "A" and the method by which payments will be made.

#### **II. COMPENSATION**

For the satisfactory completion and delivery of individual task assignment for Services detailed in Exhibit "A" CONSULTANT shall receive compensation as follows:

The TPO agrees to pay CONSULTANT for the performance of authorized Services described in Exhibit "A", the amount of compensation stated in the Notice to Proceed (Lump Sum Fee), but not to exceed \$300,000 per individual task assignment and \$2,000,000 for the life of this Agreement. For any major type of work performed by CONSULTANT that CONSULTANT is not prequalified for by FDOT compensation will not exceed \$250,000 for the life of this Agreement.

#### **III. FEE DETERMINATION**

The Director and CONSULTANT shall negotiate a Lump Sum Fee. The fees shall be determined in accordance with the following procedures:

A. The amount of the Lump Sum Fee shall be the agreed staff-hour effort required for performance of an individual task assignment Services at the approved hourly rates multiplied by the factor shown in Exhibit "C" (to cover the cost of labor, overhead, fringe benefits and operating margin); plus the cost of negotiated expenses.

B. The approved hourly rates per job classification for CONSULTANT to be applied to this Agreement are specified in Exhibit "C", attached hereto and made a part hereof.

C. Negotiated expenses may include approved miscellaneous and out-of-pocket expenses of CONSULTANT.

1. Out-of-pocket expenses, to be negotiated for this Agreement, or for any individual task assignment covered by this Agreement, including any incidental costs of printing, materials, incidental services, expendable equipment, out of town travel greater than 100 miles from Tampa and within the limits of Florida Statute 112.061, use or rental of equipment, long distance calls, and tolls anticipated by CONSULTANT shall be agreed to by the DIRECTOR as part of the Lump Sum Fee.

2. All negotiated expenses must be agreed to by the DIRECTOR as part of the Lump Sum Fee and included in any Notice to Proceed.

#### **IV. PROVISIONS FOR PAYMENT**

Payments shall generally be tied to delivery of interim and final work products pursuant to the provisions of a Notice to Proceed. Progress payments may be made in proportion to the percentages of work accepted by the DIRECTOR pursuant to a Notice to Proceed. Such progress

payments may be made prior to completion of an individual task assignment, however invoices for such payments may not be submitted by CONSULTANT on a less than monthly basis. Final payment shall be due and payable upon satisfactory completion of any individual task assignments as approved and accepted by the DIRECTOR, as provided in Section XXIV of this Agreement.

Invoices submitted by CONSULTANT for work performed pursuant to a Notice to Proceed shall contain a progress report in sufficient detail for a proper pre-audit and post-audit to demonstrate performance by CONSULTANT of sufficient work to support the invoice.

Each individual task assignment shall be invoiced individually.

The TPO shall pay CONSULTANT within 30 days of its receipt of the CONSULTANT'S proper invoice, as defined by Section 218.72 Florida Statutes, and accompanied by a progress report.

#### **V. FINAL CLOSE-OUT**

Final Audit: The TPO or its funding agencies may perform or have performed, a final audit of the records of CONSULTANT to support the compensation paid to CONSULTANT for any individual task assignment for Services. Any such audit should be performed as soon as practical after completion and acceptance of any individual task assignment pursuant to this Agreement. The final payment to CONSULTANT may be adjusted for audit results.

**EXHIBIT “C”**

**CONSULTANT (AND SUBCONSULTANT)  
APPROVED HOURLY RATES PER CLASSIFICATION  
AND ADDITIVE PERCENTAGES**

**APPROVED HOURLY RATES PER CLASSIFICATION  
AND ADDITIVE PERCENTAGES**

<b>Cambridge Systematics, Inc. (Prime Contractor)</b>	
	<b>HOURLY RATES<sup>1</sup></b>
<b>PERSONNEL CLASSIFICATION</b>	<b>YEAR 1<sup>2</sup></b>
Chief Planner	\$96.65
Project Manager 3	\$77.21
Project Manager 2	\$64.90
Project Manager 1	\$54.81
Transportation Data Scientist	\$82.21
Transportation Data Analyst	\$63.46
Senior Engineer	\$69.16
Senior Planner	\$63.44
Project Planner	\$42.87
Planner	\$38.55
Community Outreach Specialist	\$38.46
Graphic Designer	\$47.99

- (1) Unburdened, does not include overhead, fringe benefits, facility capital cost of money, operating margin or out-of-pocket expenses
- (2) Future year rates will become effective February 1<sup>st</sup> of each year and will be escalated based on the annual percent increase of the CPI-W, all items, as published by the Bureau of Labor Statistics mid-January each year.

Additive Percentages:

Salary		100.00%
Overhead	+	244.01%
FCCM	+	0.00%
Operating Margin	+	31.00%
Burdened Salary <sup>3</sup>	=	375.01%

(3) Burdened Salary not to exceed: 375.01%



**APPROVED HOURLY RATES PER CLASSIFICATION  
AND ADDITIVE PERCENTAGES**

Florida Transportation Engineering, Inc.  
(Name of Consultant/Subconsultant)

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	<b>HOURLY RATES<sup>1</sup></b>
<b>PERSONNEL CLASSIFICATION</b>	<b>YEAR 1<sup>2</sup></b>
Chief Engineer	\$60.00
Engineering Intern	\$30.29
Engineering Technician	\$19.00
GIS Specialist	\$35.15
Principal Engineer	\$96.15
---	---
Secretary / Clerical	\$20.50
Senior Engineer	\$67.31
Senior Engineering Technician	\$24.00
Senior Planner	\$50.00
Transportation Data Scientist	\$52.88

- (1) Unburdened, does not include overhead, fringe benefits, facility capital cost of money, operating margin or out-of-pocket expenses
- (2) Future year rates will become effective February 1<sup>st</sup> of each year and will be escalated based on the annual percent increase of the CPI-W, all items, as published by the Bureau of Labor Statistics mid-January each year.

Additive Percentages:

Salary		100.00%
Overhead	+	193.80%
FCCM	+	0.566%
Operating Margin	+	32.0%
Burdened Salary <sup>3</sup>	=	326.37%

(3) Burdened Salary not to exceed: 326.37%

**APPROVED HOURLY RATES PER CLASSIFICATION  
AND ADDITIVE PERCENTAGES**

Iteris, Inc.

(Name of Consultant/Subconsultant)

	HOURLY RATES <sup>1</sup>
PERSONNEL CLASSIFICATION	YEAR 1 <sup>2</sup>
Chief Engineer 2	98.03
Transportation Data Scientist	94.33
Chief Engineer 1	81.89
Transportation Data Analyst	51.34
Engineer 2	50.19
Engineer 1	41.59
Engineering Intern	34.41

- (1) Unburdened, does not include overhead, fringe benefits, facility capital cost of money, operating margin or out-of-pocket expenses
- (2) Future year rates will become effective February 1<sup>st</sup> of each year and will be escalated based on the annual percent increase of the CPI-W, all items, as published by the Bureau of Labor Statistics mid-January each year.

Additive Percentages:

Salary		100.00%
Overhead	+	200.37%
FCCM	+	0%
Operating Margin	+	34%
Burdened Salary <sup>3</sup>	=	%

(3) Burdened Salary not to exceed: 3.3437

**APPROVED HOURLY RATES PER CLASSIFICATION  
AND ADDITIVE PERCENTAGES**

Kimley-Horn and Associates, Inc.  
(Name of Consultant/Subconsultant)

PERSONNEL CLASSIFICATION	HOURLY RATES <sup>1</sup>
	YEAR 1 <sup>2</sup>
Chief Designer	\$58.00
Chief Engineer 1	\$90.07
Chief Engineer 2	\$98.03
Chief Planner	\$86.62
Chief Scientist	\$69.48
Community Outreach Specialist	\$33.39
Community Outreach Specialist - Senior	\$55.16
Design Intern	\$20.15
Engineer 1	\$52.88
Engineer 2	\$64.84
Engineering Intern	\$41.69
Engineering Technician	\$32.05
Environmental Specialist	\$35.10
GIS Specialist	\$50.02
Graphic Designer	\$38.82
Land Planner	\$44.92
Landscape Architect	\$49.28
Landscape Architect Intern	\$29.70
Landscape Designer/Landscape Planner	\$35.91
Planner	\$35.58
Project Landscape Architect	\$64.68
Project Planner	\$49.50
Scientist	\$25.36
Secretary/Clerical	\$33.29
Senior Engineer 1	\$80.00
Senior Engineering Technician	\$38.20
Senior Environmental Specialist	\$47.02
Senior Landscape Architect	\$68.60
Senior Planner	\$69.50

- (1) Unburdened, does not include overhead, fringe benefits, facility capital cost of money, operating margin or out-of-pocket expenses
- (2) Future year rates will become effective February 1<sup>st</sup> of each year and will be escalated based on the annual percent increase of the CPI-W, all items, as published by the Bureau of Labor Statistics mid-January each year.

Additive Percentages:

Salary		100.00%
Overhead	+	194.38%
FCCM	+	0.1660%
Operating Margin	+	31%
Burdened Salary <sup>3</sup>	=	325.546%

(3) Burdened Salary not to exceed: \$356.41

**APPROVED HOURLY RATES PER CLASSIFICATION  
AND ADDITIVE PERCENTAGES**

---

Quest Corporation of America, Inc.

	HOURLY RATES <sup>1</sup>
PERSONNEL CLASSIFICATION	YEAR 1 <sup>2</sup>
Community Outreach Specialist – Senior	\$49.83
GIS Specialist	\$32.69
Graphic Designer	\$36.30

- (1) Unburdened, does not include overhead, fringe benefits, facility capital cost of money, operating margin or out-of-pocket expenses
- (2) Future year rates will become effective February 1<sup>st</sup> of each year and will be escalated based on the annual percent increase of the CPI-W, all items, as published by the Bureau of Labor Statistics mid-January each year.

Additive Percentages:

Salary		100%
Overhead	+	141.62%
FCCM	+	0.092%
Operating Margin	+	38%
Burdened Salary <sup>3</sup>	=	279.71%

**EXHIBIT “D”**

**Hillsborough County Equal Employment Opportunity Requirements**

## Exhibit "D"

### HILLSBOROUGH COUNTY EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

#### STATEMENT OF COMPLIANCE

THE PROPOSER/BIDDER REPRESENTS THAT THE INFORMATION SUBMITTED HEREIN IS TRUE AND CORRECT. THE PROPOSER/BIDDER ASSURES HILLSBOROUGH COUNTY OF ITS COMPLIANCE WITH FEDERAL, STATE AND COUNTY AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS. THE PROPOSER/BIDDER FURTHER ASSURES THAT IT AND ITS SUBCONTRACTOR'S/SUBRECIPIENT'S FACILITIES ARE ACCESSIBLE TO THE HANDICAPPED (IF APPLICABLE).

#### INSTRUCTIONS

As a proposer/contractor with the County, you are urged to carefully review the Equal Employment Opportunity Affirmative Action Questionnaire and respond to it as it relates to your own employment practices.

Please note particularly that:

1. Where federally-assisted contracts are involved, the proposer/ contractor is bound by Revised Order No. 4 (41 CFR Part 60-2) and Executive Order 11246 of September 24, 1965 as amended, by Executive Orders 11375 and 12086; or Title VI of the Civil Rights Act of 1964 and Federal contract Compliance "bid conditions" in the proposal package.
2. The proposer/contractor must complete **ALL** forms of this Equal Employment Opportunity Affirmative Action Questionnaire if the total amount of the contract is equal to or exceeds \$10,000.

If at any time there arises a question, problem or need for assistance in meeting the equal opportunity requirements on County contracts, please contact Hillsborough County's Economic Development Department, DM/DWBE & SBE Programs Section, P.O. Box 1110, Tampa, Florida 33601, (813) 272-5969.

**EQUAL EMPLOYMENT OPPORTUNITY  
AFFIRMATIVE ACTION QUESTIONNAIRE**

**PROJECT: Hillsborough Transportation Planning Organization General Transportation  
Planning Consultant Services**

**FIRM'S CIVIL RIGHTS STATUS**

All responding firms are requested to carefully review the following questions and provide responses as it relates to the firm's own affirmative action and equal opportunity practices.

Please respond to the following:

1. Provide a copy of your organization's Affirmative Action Plan or Program. (If not submitted within the past twelve (12) months.) \* **Attached**
  2. Workforce Analysis by race/sex and EEO Category. **Attached**
  3. If organization receives federal/state/local funding, please list source and dollar amount.  
**N/A**
  4. Name of person designated as EEO representative. **Leanne Gent, Chief Talent Officer**
  5. Is the organization receptive to on-site reviews? **Yes**
  6. Does the organization have a procedure for resolving discrimination complaints? **Yes, please see attached Affirmative Action Plan (AAP).**
  7. Has your firm been charged with discrimination within the past eighteen (18) months? If yes, how many charges, nature of charge; when; and where? **No**
  8. Do you anticipate hiring additional staff to perform this contract? If yes, please provide the number of positions and type of positions. **No**
  9. Please provide a copy of the company's Affirmative Action/Equal Employment Opportunity Policy Statement, signed and dated by the Chief Executive Officer. (If not submitted within the past twelve (12) months). **Attached**
- \* **A written Affirmative Action Plan or Program is required if the firm has fifteen (15) or more employees. If the firm has fewer than fifteen (15) employees, then an Affirmative Action Policy Statement is required.**

## **SANCTIONS AND PENALTIES**

1. Failure to comply with the Equal Opportunity and Affirmative Action requirements adopted by the Board of County Commissioners of Hillsborough County may result in suspension or debarment of the firms or individuals involved. Debarment of firms by Hillsborough County for activity contrary to this program will be carried out according to the debarment procedures contained in the Hillsborough County Purchasing Manual. Said firm or individual will be notified by registered mail of said suspension or debarment and may appeal suspension or debarment through the procedure set forth in the Purchasing Manual.
2. The Board of County Commissioners encourages each proposer/bidder to submit EEO documentation with the bid.
3. The Board of County Commissioners also reserves the right to reject any proposals from firms who have previously failed to perform properly and who have done so by commission or omission of an act of such serious or compelling nature that the act indicates a serious lack of business integrity or honesty or willingness to comply.



FIRM NAME: Cambridge Systematics, Inc.

JOB CATEGORY	TOTAL EMPLOYEES		MALES					FEMALES				
	MALE	FEMALE	WH T	BL K	HIS P	API	AI	WH T	BLK	HISP	API	AI
Officials & Managers	32	20	23	2	2	5	0	16	1	1	2	0
Professionals	87	76	61	4	5	17	0	44	8	7	17	0
Technicians												
Sales Workers												
Office & Clerical	5	10	4	1	0	0	0	6	1	1	2	0
Craftsmen (Skilled)												
Operatives (Semi-Skilled)												
Laborers (Unskilled)												
Service Workers												
<b>TOTAL</b>	124	106	88	7	7	22	0	66	10	9	21	0

HISP: Hispanic  
API: Asian/Pacific Islander  
AI: American Indian

Job categories as provided herein are those categories identified and used in EEO (1-6) reporting requirements, required from employers by the Federal government.

**(DO NOT LEAVE THIS PAGE BLANK)**

CAMBRIDGE SYSTEMATICS, INC.

Executive Order 11246

Affirmative Action Program  
For  
Women & Minorities

FEIN: 04-2505095

Dunn & Bradstreet Identification Number: 541614

## DESIGNATION OF THIS AFFIRMATIVE ACTION PLAN AND SUPPORT MATERIALS AS CONFIDENTIAL AND "BUSINESS INFORMATION" UNDER 29 CFR § 70.26(B)

As used herein, "Program materials" shall mean the Cambridge Systematics Affirmative Action Plans and all documents, narratives, reports, charts, supporting statements, statistical data, analyses, and all information of any kind provided to the Office of Federal Contract Compliance Programs ("OFCCP") by Cambridge Systematics. While Cambridge Systematics firmly believes in wide dissemination of its affirmative action policies and equal employment opportunity practices, this AAP contains certain proprietary information relating to the Cambridge Systematics' business that must be kept confidential. The detailed information provided in good faith as a part of the AAP contains specific information that, if disseminated, could be detrimental to the competitive and business interests of this Cambridge Systematics. At a minimum, the complexity of this data is subject to misinterpretation and misuse, which again can be very harmful to business goals and objectives solely unrelated to the affirmative action and equal employment opportunity concept.

Therefore, even though the Cambridge Systematics is justifiably proud of the progress and placement goals that are described in the following pages, Cambridge Systematics regards the Program materials to be confidential and proprietary materials that are exempt from mandatory disclosure under the Freedom of Information Act for the following reasons:

- The Program materials are exempt under the Freedom of Information Act (FOIA) in that they contain confidential, commercial, or financial information see 5 U.S.C. § 552(b)(4). FOIA exemption 4 protects confidential commercial information from mandatory disclosure. Information is confidential commercial information if it is: (1) information that has been submitted voluntarily to the government and the entity submitting the information customarily would not release it to the public; and/or (2) information that is submitted pursuant to a legal obligation and the release of the information would likely result in substantial harm to the submitting entity's commercial position. See *Critical Mass Energy v. Nuclear Regulatory Comm'n*, 975 F.2d 871, 879-80 (D.C. Cir. 1992) (en banc); *Nat'l Parks and Conservation Ass'n v. Morton*, 498 F.2d 765, 770 (D.C. Cir. 1974). The Program materials qualify for protection under either of these two standards. First, Cambridge Systematics is submitting these materials to OFCCP voluntarily and without any coercion from OFCCP. See *OFCCP v. Bank of America*, 1997-OFC-00016, Slip. Op. at 9-10, 15-18 (A.L.J. Aug. 11, 2004) (on remand from *OFCCP v. Bank of America*, No. 00-079, 2003 WL 1736803 (Dep't of Labor Mar. 23, 2003)) (noting that OFCCP argued that documents produced to it during a compliance review are submitted voluntarily, absent an administrative adjudication compelling production). Cambridge Systematics never discloses the Program materials to the general public. Therefore, Cambridge Systematics' Program materials are exempt from disclosure under FOIA exemption 4. *Critical Mass*, 975 F.2d at 879-80. In addition, disclosure of the Program materials would likely result in commercial harm to Cambridge Systematics

Exemption 4 also protects "trade secrets" from mandatory disclosure under FOIA. However, Exemption 4 does not define "trade secret." In the absence of a statutory definition, the D.C. Circuit has defined "trade secret" as a "secret, commercially valuable plan, formula, process, or device that is used for the making, preparing, compounding, or processing of trade commodities and that can be said to be the end product of either innovation or substantial effort." *Center for Auto Safety v. Nat'l Highway Traffic Safety Admin.*, 244 F.3d 144, 150-51 (D.C. Cir. 2001) (quoting

Pub. Citizen Health Res. Group v. FDA, 704 F.2d 1280, 1288 (D.C. Cir. 1983)). Under this definition, many aspects of Cambridge Systematics' Program materials constitute "trade secrets."

- The Program materials contain personnel and similar files, the disclosure of which would constitute a clearly unwarranted invasion of personal privacy. See 5 U.S.C. § 552(b)(6); and,
- The Program materials are a record of information compiled for law enforcement purposes. See 5 U.S.C. § 552(b)(7). In the absence of protection from disclosure and assurances of non-disclosure, Cambridge Systematics would not produce these Program materials to OFCCP voluntarily. Accordingly, disclosure of these Program materials would harm OFCCP's ability to secure contractors' cooperation during a compliance review.

In addition to the protections afforded by FOIA exemptions, the Trade Secret Act prohibits disclosure by any agency, its officers or employees, unless authorized by law, of any information obtained in the course of employment or official duties or by reason of any investigation which contains information including confidential and proprietary information. See 18 U.S.C. § 1905; Chrysler Corporation v. Brown, et al., 441 U.S. 281 (1979). Furthermore, the release of any trade secret, confidential or proprietary information would be arbitrary and capricious in violation of the Administrative Procedure Act. See e.g., CNA Financial Corp. v. Donovan, 830 F.2d 1132, 1144, and n. 73 (D.C. Cir. 1988).

For all of the above reasons, Cambridge Systematics gives notice to the OFCCP of the need to maintain the confidentiality of the Program materials and designates these Program materials as "business information" pursuant to 29 CFR § 70.26(b) (as amended, 71 Fed. Reg. 30762, 30767 (May 30, 2006)).

Cambridge Systematics requests that the OFCCP use these Program materials solely for the purpose of a compliance review. Cambridge Systematics further requests that the OFCCP not reveal or otherwise make available to any other person any of these Program materials unless prior, written authorization is granted by Cambridge Systematics. Cambridge Systematics submits these Program materials voluntarily based on the expectation that DOL/OFCCP will provide it notice of a FOIA request encompassing these test materials, pursuant to 29 CFR § 70.26(c) and (d) (as amended, 71 Fed. Reg. 30762, 30767 (May 30, 2006)).

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## CAMBRIDGE SYSTEMATICS HISTORY

Cambridge Systematics, Inc. was founded in 1972 by four Massachusetts Institute of Technology professors and a colleague who shared an understanding that transportation's greatest challenges call for thoughtful, objective, research-based solutions. Their charter pledged "the application of systematic analysis to problems of transportation, the environment, urban development, and regional planning."

We established a second office on the west coast during our first decade to draw on the resources of the Bay Area. As planning and resource management issues became more pressing for the nation, the firm opened a third office in Washington, D.C. in 1991, expanding services for federal agencies and clients nationwide. To meet increasing market and client needs, we opened additional offices throughout the US between 2002 and 2009, each time adding local, multidisciplinary experts to our team.

In 2011, we broadened our footprint to support international clients, and our leadership transitioned after 25 years. Lance Neumann stepped into the role of Chairman of the Board after many successful years as President and CEO. He remains actively engaged with our clients and focused on key national transportation policy issues. Brad Wright, former Vice President and leader of our Freight business line, became Cambridge Systematics' third President and CEO in June 2011. He directs his attention to understanding the diverse needs of our client base, while delivering the high-quality, innovative solutions and excellent client service that have been the keys to our success during the last 40+ years.

Today, Cambridge Systematics remains an independent, employee-owned firm, recognized throughout the world as a leader in the field. The firm continues to specialize in transportation and to pioneer the development and implementation of innovative policy and planning solutions, objective analysis, and technology applications. Our leadership and staff are personally committed to advancing, and even reimagining, transportation services now and for future generations.

## PREFACE

Cambridge Systematics is fully committed to the concept and practice of equal opportunity and affirmative action in all aspects of employment.

In the preparation of this AAP, Cambridge Systematics has used the terminology used in E.O. 11246 and its implementing regulations as a guide. Therefore, the use of such terms as "underutilization," "deficiency," "concentration," "affected class," "goal," "problem area," etc. should not be construed as an admission by Cambridge Systematics that any problem area exists or that either minorities or women have been or are presently being underutilized, concentrated, or discriminated against in any way by the Cambridge Systematics in violation of federal, state, or local fair employment practice laws. Furthermore, nothing contained in this AAP or its supporting data should be construed as an admission by Cambridge Systematics that it has contravened such federal, state, or local employment practice laws.

In developing and implementing the AAP, Cambridge Systematics has been guided by its established policy of providing equal employment opportunity. Any placement goals that the Cambridge Systematics has established herein are not intended as rigid, inflexible quotas that must be met, but rather as targets reasonably attainable by applying every good faith effort in implementing this AAP. The use of placement goals in this AAP is not intended, nor is the effect of such placement goals intended, to discriminate against an individual or group of individuals with respect to any employment opportunities for which he, she, or they are qualified on the grounds that he, she, or they are not the beneficiaries of affirmative action themselves. Nothing herein is intended to sanction the discriminatory treatment of any person. Indeed, all employment decisions at the Cambridge Systematics are made based on job-related criteria. Thus, this AAP has been developed in strict reliance upon the Guidelines on Affirmative Action issued by the Equal Employment Opportunity Commission, at 29 C.F.R. Part 1608.

## OBJECTIVES OF AFFIRMATIVE ACTION PROGRAM

Cambridge Systematics' affirmative action objectives include the following commitments:

- Cambridge Systematics is committed to Equal Employment Opportunity, Affirmative Action, and compliance with all laws and regulations pertaining to both. Cambridge Systematics' policy is to provide employment, training, compensation, and other conditions or opportunities associated with employment without regard to race, color, national origin, citizenship status, religion, creed, sex, sexual orientation, gender identity, pregnancy, disability, age, genetic information, ancestry, marital status, veteran status, or any other basis protected by law. Cambridge Systematics hires, assigns work, promotes, compensates, and retains employees only on the basis of their qualifications and performance, and our business needs.
- Cambridge Systematics is committed to improving the representation of women and minorities in all departments where underrepresentation exists and in all job groups where underutilization exists. Cambridge Systematics takes affirmative steps to prepare women and minority group members for advancement within the Cambridge Systematics.
- Cambridge Systematics recognizes that commitment to Equal Employment Opportunity and Affirmative Action goes beyond formal programs. Each employee has the right to be treated with dignity and respect for individual differences. Likewise, each Cambridge Systematics employee makes an important contribution to a business environment in which Equal Opportunity is present for all.
- Cambridge Systematics provides a work environment for all employees that is free of harassment based on race, color, national origin, citizenship status, religion, creed, sex, sexual orientation, disability, age, genetic information, ancestry, marital status, veteran status, or any other basis protected by law.
- All Cambridge Systematics facilities are desegregated and all Cambridge Systematics-sponsored and/or Cambridge Systematics-subsidized recreational and social activities for employees are conducted with full regard for the same principles of nondiscrimination as are followed in on-the-job relationships.
- Cambridge Systematics' personnel policies and practices are designed to ensure that each employee is accorded full consideration and opportunity, and that all policies and practices are administered without discrimination based on race, color, national origin, citizenship status, religion, creed, sex, sexual orientation, disability, age, genetic information, ancestry, marital status, veteran status, or any other basis protected by law.



## ORGANIZATIONAL PROFILE

As permitted by 41 C.F.R. § 60-2.11, Cambridge Systematics has elected to use a Workforce Analysis to satisfy this requirement. The Workforce Analysis lists each job title within each of Cambridge Systematics' departments. It is sorted by department and then within each department by race or ethnicity within gender from lowest to highest. There are no separate work units or lines of progression. See the Workforce Analysis, at Tab A.

## JOB GROUP ANALYSIS

In accordance with 41 C.F.R. § 60-2.12, Cambridge Systematics has analyzed all job titles within the establishment and has combined jobs with similar content, wage rates, and opportunities. Among the relevant factors considered by Cambridge Systematics when establishing job groups at this establishment are:

- The duties, skills, competencies, and responsibilities of the job titles
- The compensation
- The training, transfers, promotions, pay, mobility, and other career enhancement opportunities applicable to the job titles

Although not a determinative factor in designing job groups, we also attempted to create job groups that are large enough to conduct appropriate analysis.

The Job Group Analysis lists all the job titles that comprise the Job Groups. See the Job Group Analysis, at Tab B.

In accordance with 41 C.F.R. § 60-2.13, Cambridge Systematics has separately stated the percentage of Minorities and the percentage of Females it employs in each of its Job Groups. See the Incumbency vs. Availability, at Tab C.

## DETERMINING AVAILABILITY

Consistent with 41 C.F.R. § 60-2.14, Cambridge Systematics has considered the two factors for Minorities and the two factors for Females in determining availability in each of its Job Groups. For each Job Group, the two factors considered were External Availability and Internal Availability. See the Availability Analysis, at Tab D.

### A. External Availability

In determining External Availability, Cambridge Systematics evaluated the percentage of Minorities and the percentage of Females with requisite skills in the reasonable recruitment area. The reasonable recruitment area is the geographical area from which Cambridge Systematics usually seeks or reasonably could seek candidates. Cambridge Systematics has used the most current and discrete statistical information available to derive the availability figures. Cambridge Systematics has drawn its reasonable recruitment area pursuant to 41 C.F.R. § 60-2.14(e) so as not to have the effect of excluding Minorities or Females.

### B. Internal Availability

In determining Internal Availability, Cambridge Systematics evaluated the percentage of Minorities and the percentage of Females among those promotable, transferable, and trainable within the establishment. Cambridge Systematics defines its pool of promotable, transferable, and trainable employees pursuant to 41 C.F.R. § 60-2.14(f) so as not to have the effect of excluding Minorities or Females. In doing so, Cambridge Systematics determined which Job Groups are “feeder pools” for the Job Group in question and determined which employees could be promoted or transferred with appropriate training.

### C. Comparing Incumbency to Availability

In accordance with 41 C.F.R. § 60-2.15, Cambridge Systematics has compared the percentage of Minorities and the percentage of Females in each Job Group with the rates of availability for those Job Groups. Where the percentage of Minorities or Females was less than would reasonably be expected given their availability, Cambridge Systematics established a goal in accordance with 41 C.F.R. § 60-2.16. In making this determination, Cambridge Systematics has used the “80 percent” method with the application of a “one-person” rule.

## GOALS

Cambridge Systematics has established goals pursuant to 41 C.F.R. § 60-2.16, for minorities and females in all Job Groups where the percentage of minorities or females employed was less than 80% of what would reasonably be expected given their availability. Cambridge Systematics' goals for this establishment are reported in the Utilization Analysis (Incumbency vs. Availability). See the Incumbency vs. Availability, at Tab C.

In establishing goals, Cambridge Systematics was guided by the following:

- When the percentage of minorities or women employed in a particular job group is less than would reasonably be expected given their availability percentage in that job group, Cambridge Systematics has established an annual percentage placement goal at least equal to the availability figure derived for women or minorities, as appropriate, for that job group.
- These goals are not rigid and inflexible quotas that must be met, nor are they considered as either a ceiling or a floor for the employment of particular groups.
- In all employment decisions, Cambridge Systematics' policy requires that selection decisions be made in a nondiscriminatory manner. Our goals will not be used as a justification either to extend a preference to any individual, or to select an individual or to affect adversely an individual's employment status on the basis of that individual's race, color, national origin, citizenship status, religion, creed, sex, sexual orientation, disability, age, genetic information, ancestry, marital status, or veteran status.
- Goals do not create set-asides for specific groups, nor are they intended to achieve proportional representation or equal results.
- Goals do not supersede merit selection principles and do not require Cambridge Systematics to hire a person who lacks qualifications to perform the job successfully or hire a less-qualified person in preference to a more-qualified one.

In sum, Cambridge Systematics has established its Placement Goals as objectives or targets reasonably attainable by means of applying every good faith effort to make all aspects of its Program work.

Where goals were established for the prior year, the Cambridge Systematics developed action-oriented programs designed to accomplish the established goals and objectives, thereby enhancing employment and advancement opportunities in the Cambridge Systematics for minorities and/or females.

Last year, Cambridge Systematics did not identify any job groups where differences between minority representation and availability were large enough to require the establishment of a placement goal. Cambridge Systematics established a placement goal for females for job group 5A. 100% of the four individuals hired into this job group were women.

RESPONSIBILITY FOR IMPLEMENTATION  
41 C.F.R. § 60-2.17(A)

Leanne Gent, Director of Human Resources, is ultimately responsible for Cambridge Systematics' affirmative action plan, as well as for ensuring that Cambridge Systematics is an equal opportunity employer.

Leanne's responsibilities, include but are not necessarily limited to:

- Developing and maintaining an effective affirmative action plan;
- Developing programs and internal and external communications so that the Cambridge Systematics will meet its goals and objectives;
- Designing and implementing audit and reporting systems that will measure the effectiveness of the establishment's Equal Opportunity and Affirmative Action efforts;
- Provide management with a working understanding of the Cambridge Systematics' AAP placement goals and objectives.
- Keeping management informed of the latest developments in the Equal Employment Opportunity/Affirmative Action area, including any need for remedial action, and enabling line managers to carry out their responsibilities in implementing the affirmative action plan;
- Serving as a liaison between Cambridge Systematics and enforcement agencies;
- Serving as a liaison between Cambridge Systematics and minority organizations, women's organizations, and community action groups concerned with the employment opportunities of women and minorities;
- Periodically auditing Cambridge Systematics hiring, promotion, and termination patterns to ensure that any impediments to achieving goals are removed, and informing management of any areas of concern or the need for corrective action; and
- Selectively reviewing the qualifications of employees who are promoted or transferred to ensure that women and minorities are given full opportunity with respect to such employment action.

Managers and Supervisors have additional responsibilities under this affirmative action plan, including, but not limited to:

- Ensuring the women and minorities under their supervision are given equal opportunity for transfers and promotions and that all employees regardless of any protected category receive appropriate career counseling;
- Holding periodic discussions with their subordinates to reaffirm the Cambridge Systematics' commitment to equal employment opportunity and affirmative action and ensuring that these policies are being followed;
- Understanding what role they are expected to play in the upcoming AAP year and specifically whether there are jobs in their organizations that roll up into job groups that are statistically underutilized;
- Assisting Leanne in efforts to identify any problem areas and establish action-oriented programs designed to eliminate those problem areas;
- Reviewing periodically the effectiveness of any action-oriented programs;
- Supporting the Cambridge Systematics' involvement in local minority organizations, women's organizations, community action groups, and community service programs, which are geared towards raising public awareness of Cambridge Systematics as an equal opportunity employer; and
- Ensuring that managers and employees attend programs that Cambridge Systematics offers to teach employees about these obligations.

## IDENTIFICATION OF PROBLEM AREAS

### 41 C.F.R. § 60-2.17(B)

Cambridge Systematics has performed in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist.

#### A. DISCUSSION OF COMPOSITION OF THE WORK FORCE

Using the percentage of women and minorities in each of our job groups and in the Facility as a whole as a guideline, we have examined each of the departments in the workforce to determine whether there are any areas of exclusion, concentration, and under-representation.

Based on a comparison between our employment of women and minorities and the available qualified workforce population, if and to the extent our employment of women and minorities is less than 80% of availability, we have set goals in certain job groups. See Annual Goals, at Tab E.

#### B. PERSONNEL ACTIVITY (APPLICANT FLOW, HIRES, TERMINATIONS AND PROMOTIONS)

We examined applicant flow data for the year ending October 31, 2019 against hire data for the same snapshot period. In analyzing our applicant flow and hiring practices, we used the 80% test for adverse impact. In any job group where the adverse impact analysis is less than 80%, we will review the underlying hiring decision(s).

Human Resources monitors annually the rate of promotion for women and minorities by comparing the number of female and minority promotions against their representation in the workforce with the number of male and nonminority promotions against their representation in the workforce.

Human Resources monitors annually the rate of transfers for women and minorities by comparing the number of female and minority transfers against their representation in the workforce with the number of male and nonminority transfers against their representation in the workforce.

Human Resources also monitors all separations from the Cambridge Systematics and tries to conduct an exit interview with terminating employees. The termination rate for women and minorities is based on the composition of the job group at the beginning of the plan year plus any hires or promotions into the job group. We have reviewed the circumstances of each termination to ensure that it was not based on any prohibited factors.

See Personnel Activity Analysis, at Tab F.

## C. COMPENSATION SYSTEM

In accordance with 41 C.F.R. Section 60-2.17(b)(3), Cambridge Systematics reviews and examines its compensation for any gender- or race-based equity issues.

## D. SELECTION PROCESS ANALYSIS

1. Position Titles – All position titles have been reviewed to ensure that gender is not inferable from the title.
2. Applications for Employment – Cambridge Systematics' Application for Employment has been reviewed to ensure that it meets applicable legal requirements.
3. Job Requisitions and Descriptions – All job requisitions for open positions and job descriptions have been reviewed and approved by Human Resource professionals prior to commencing hiring activity. Human Resource professionals have been trained to recognize criteria that may discriminate against protected class members. Cut-off requirements or non-job-related educational requirements are not approved.

## E. CAMBRIDGE SYSTEMATICS TRAINING PROGRAMS

Cambridge Systematics offers training and development opportunities to its employees without regard to sex, minority status, or any other non-job-related criteria.

## F. TECHNICAL COMPLIANCE

1. Legally required posters and the CEO's policy statements are prominently displayed on Cambridge Systematics bulletin boards.
2. Our purchase orders contain the appropriate EEO statement to place vendors and suppliers on notice that they, in turn, may have obligations pursuant to the Executive Order and other relevant laws and regulations.
3. Our employment application has a statement concerning Equal Employment Opportunity
4. All recruitment advertising includes the solicitation "An Equal Opportunity Employer" or its abbreviation, as well as all other language required pursuant to the Executive Order and other relevant laws and regulations.
5. All personnel and employment records made or kept by us are retained for the required period as mandated by OFCCP regulations.
6. We file annual EEO-1, VETS-100, and VETS-100a reports with the appropriate agencies.
7. We comply with 41 C.F.R. Parts 60-20 (Sex Discrimination Guidelines) and 60-50 (Religious Discrimination Guidelines), as applicable.



8. The following phrase or other acceptable tagline in all printed employment advertisements: "As an EEO/Affirmative Action Employer all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, veteran status."

## DEVELOPMENT AND EXECUTION OF ACTION-ORIENTED PROGRAMS

### 41 C.F.R. § 60-2.17(C)

Cambridge Systematics continues to take positive steps to increase female and minority participation at all levels in the Cambridge Systematics. As such, the Cambridge Systematics is developing and executing the following programs:

1. The Cambridge Systematics will hold meetings between Human Resources and business management teams to ensure education on affirmative action in order to support movement toward equal employment opportunity.
2. Cambridge Systematics will endeavor to increase exposure to a broader population of qualified candidates through systematic outreach efforts.
3. Individuals are given the opportunity to increase their knowledge through exposure to different applications, procedures, or areas of responsibility while performing in their current capacity. This technique provides practical training as well as providing an opportunity for an employee to show their ability and potential for assuming levels of increasing responsibility or job content.
4. Cambridge Systematics will continue to use our performance evaluation process as a means of early problem identification leading to the further control of turnover among minority and female employees.
5. Cambridge Systematics is committed to conducting business in accordance with all laws and regulations and with the highest ethical standards. At the same time, the Cambridge Systematics strives to achieve diversity in thought, fairness in actions, tolerance of our differences, and respect for the individual in day-to-day interactions. To ensure all employees are familiar with the Company's focus, Cambridge Systematics has developed an online training session which all employees are required to complete annually. Among topics discussed in this tool is a description on Cambridge Systematics' Equal Opportunity philosophy, policy and legal requirements, as a basis for a diverse, supportive work environment, as well as available outlets by which employees can raise issues or concerns to ensure that fair and equal treatment remain the standard within Cambridge Systematics.

INTERNAL AUDITING AND REPORTING SYSTEMS  
41 C.F.R. § 60-2.17(D)

In accordance with 41 C.F.R. § 60-2.17(d), Cambridge Systematics has developed and implemented an auditing system that periodically measures the effectiveness of its total affirmative action program.

Towards that end, the Human Resource Department:

1. Monitors records of all personnel activity, including referrals, placements, transfers, promotions, terminations and compensation, at all levels to ensure that the nondiscriminatory policy is carried out;
2. Requires internal reporting on a scheduled basis as to the degree to which equal employment opportunity and organizational objectives are attained;
3. Reviews report results with Director level managers and direct reports to the CEO; and
4. Advises top management of program effectiveness and submits recommendations to improve unsatisfactory performance.

# CAMBRIDGE SYSTEMATICS, INC.

AFFIRMATIVE ACTION PROGRAM FOR  
INDIVIDUALS WITH DISABILITIES

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REAFFIRMATION OF EQUAL EMPLOYMENT OPPORTUNITY POLICY  
THROUGH AFFIRMATIVE ACTION

41 C.F.R. § 60-741.44(a)

It is the policy of Cambridge Systematics to be an equal opportunity employer. In keeping with this policy, we shall not discriminate against qualified minorities, women, individuals with disabilities, and protected veterans.

It is the policy of Cambridge Systematics to take affirmative action to employ and advance in employment, all persons regardless of their status as a member of minority group, woman, individual with disabilities, disabled veterans, Armed Forces service medal veterans, recently separated veterans, and active duty wartime or campaign badge veterans (collectively, "protected veterans") and to base all employment decisions only on valid job requirements. This policy shall apply to all employment actions, including but not limited to recruitment, hiring, upgrading, promotion, transfer, demotion, layoff, recall, termination, rates of pay or other forms of compensation and selection for training, at all levels of employment. Furthermore, the Cambridge Systematics will provide qualified applicants and employees who request an accommodation due to a disability with reasonable accommodations, as required by law.

Employees and applicants shall not be subjected to harassment, intimidation, threats, coercion or discrimination on the basis of disability or status as a protected veteran, woman, or minority, or because they have filed a complaint; assisted or participated in any EEO review, investigation, or hearing; opposed any act or practice made unlawful by any EEO laws; or have otherwise sought to obtain or exercise any right protected by the EEO laws.

As Cambridge Systematics' Chief Executive Officer, I am committed to the principles of Affirmative Action and Equal Employment Opportunity. In order to ensure dissemination and implementation of equal employment opportunity and affirmative action throughout all levels of the Cambridge Systematics, I have selected Leanne Gent, Director of Human Resources as the individual responsible for directing affirmative action and for managing the Affirmative Action Plan, including the monitoring, reviewing and auditing of the Affirmative Action Program's effectiveness as required under applicable laws, regulations and Executive Orders.

Cambridge Systematics' written Affirmative Action Program is available for inspection by any employee or applicant for employment upon request, during normal business hours. Interested persons should Samantha Miglietta, at 781-539-6761 for assistance.

We expect every employee to support our commitment to EEO and affirmative action in the workplace.

*Brad Wright*

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Brad Wright  
Chief Executive Officer, Cambridge Systematics, Inc.

Definition of Disability  
41 C.F.R. § 60-741.2(g)

The term "disability" means, with respect to an individual:

1. Has a physical or mental impairment, which substantially limits one or more of such persons major life activities;
2. Has a record of such an impairment; or
3. Is regarded as having such an impairment.

For purposes of this Affirmative Action Program, the definition of "disability" will be construed in favor of broad coverage of individuals, to the maximum extent permitted by law.

The term "substantially limits" means unable to perform a major life activity that the average person in the general population can perform, or significantly restricted in the ability to perform either a class of jobs or a broad range of jobs in various classes as compared to the average person having comparable training, skills, and abilities. An impairment that substantially limits one major life activity need not limit other major life activities in order to be considered a disability. An impairment that is episodic or in remission is a disability if it would substantially limit a major life activity when active.

The term "qualified individual with a disability" means an individual with a disability who satisfies the requisite skill, experience, education and other job-related requirements of the employment position such individual holds or desires to hold, and who, with or without reasonable accommodation, can perform the essential functions of such position.

A "reasonable accommodation" is any change in the work environment (or in the way things are usually done) to help a person with a disability apply for a job, perform the duties of a job, or enjoy the benefits and privileges of employment.

Disabled Applicant and Employee Identification Program  
41 C.F.R. § 60-741.42

As required by the Rehabilitation Act of 1973, Cambridge Systematics will take affirmative action to employ and advance individuals with disabilities in employment, and to prohibit discrimination in all personnel practices regarding individuals with disabilities.

Applicants and employees will be notified of Cambridge Systematics' Affirmative Action Program for Individuals with Disabilities. A voluntary program will be established whereby each applicant and employee can make known his/her status as an individual with a disability. This objective will be accomplished in the following manner:

1. A voluntary program will be established whereby each applicant and employee can make known to Cambridge Systematics his/her disabled status. This objective will be accomplished in the following manner:

**Applicants**

Cambridge Systematics shall invite applicants to inform it whether the applicant believes that he or she is an individual with a disability as defined in §60-741.2(g)(1)(i) or (ii). This invitation shall be provided to each applicant when the applicant applies or is considered for employment. The invitation may be included with the application materials for a position, but will be separate from the application.

**Employees**

At least once every five years, a written notice will be sent to employees informing them of the Affirmative Action Program Individuals with Disabilities. Each employee will be provided an opportunity to identify himself/herself as disabled, as defined by §60-741.2(g)(1)(i) or (ii). Cambridge Systematics will also periodically remind employees that they may voluntarily update their disability status.

2. It would assist Cambridge Systematics if an employee or applicant who is an individual with a disability tells the Cambridge Systematics about (i) any special methods, skills, and procedures that qualify him or her for positions that he or she might not otherwise be able to do because of disability so that he or she will be considered for any positions of that kind, and (ii) any accommodations that Cambridge Systematics could make that would enable the individual to perform the job, including special equipment, changes in the physical layout of the job, elimination of certain duties relating to the job, provision of personal assistance services or other accommodations. This information will assist Cambridge Systematics in placing the individual with a disability in an appropriate position.
3. The information submitted will be kept confidential, except that (i) supervisors and managers may be informed regarding restrictions on the work or duties of individuals with a disability, and regarding necessary accommodations; (ii) first aid and safety personnel may be informed, when



and to the extent appropriate, if an individual has a condition that might require emergency treatment; and (iii) Government officials engaged in enforcing laws administered by OFCCP, or enforcing the Americans with Disabilities Act, as amended, may be informed.

4. Applicants and employees will be informed that submission of this information is voluntary and refusal to provide it will not subject any employee or applicant to adverse treatment. The information provided will be used only in ways that are not inconsistent with the Rehabilitation Act.
5. A written copy of this Affirmative Action Program is available for inspection by any employee or applicant for employment, during normal business hours. Interested persons should contact Samantha Miglietta, at 781-539-6761 for assistance.

Review of Personnel Processes  
41 C.F.R. § 60-741.44(b)

Cambridge Systematics accepts applications from all applicants for employment regard to race, color, national origin, citizenship status, religion, creed, sex, sexual orientation, gender identity, pregnancy, disability, age, genetic information, ancestry, marital status, veteran status, or any other basis protected by law.

Cambridge Systematics' Application for Employment has a statement concerning Equal Employment Opportunity. Only pertinent questions relative to facilitating the placement of qualified individuals with disabilities are asked during the interviewing process. All personnel involved in the recruitment, screening, selection, promotion or related processes are carefully briefed to ensure that questions posed do not have an adverse impact upon the candidacy of a qualified individual with a disability.

Human Resources monitors compliance to ensure qualified disabled applicants and employees with disabilities are accorded full consideration for promotion and transfer.

Human Resources is responsible for ensuring a safe work environment.

Review of Physical and Mental  
Job Qualification Standards  
41 C.F.R. § 60-741.44(c)

The physical and mental job qualifications of all jobs were reviewed during the prior calendar year to ensure that, to the extent that such qualification requirements tend to screen out qualified individuals with disabilities, job qualifications are consistent with business necessity and the safe performance of the job.

No qualification requirements were identified that are likely to have a screening effect. All job qualification requirements were found to be job-related and consistent with business necessity and safety.

Cambridge Systematics will continue to review physical and mental job qualification requirements whenever a job is vacated and the Cambridge Systematics intends to fill it through either hiring or promotion and will conduct a qualifications review whenever job duties change.

No pre-employment physical examinations or questionnaires are used by Cambridge Systematics' hiring process.

If at any time in the future, Cambridge Systematics inquires into an employee's physical or mental condition or conducts a medical examination, Cambridge Systematics affirms that such inquiries or exams will be conducted in accordance with the Section 503 regulations and that information obtained as a result of the inquiry or exam will be kept confidential, except as otherwise provided for in the Section 503 regulations. The results of the examination or inquiry will only be used in accordance with the Section 503 Regulations.

Accommodation for Qualified Individuals with a Disability  
41 C.F.R. § 60-741.44(d)

Cambridge Systematics will make reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability unless the accommodation would impose an undue hardship on the operation of its business.

As a matter of affirmative action, if an employee who is known to be a disabled individual is having significant difficulty performing his or her job and it is reasonable to conclude that the performance problem may be related to the known disability, Cambridge Systematics will confidentially notify the employee of the performance problem and inquire whether the problem is related to the employee's disability; if the employee responds affirmatively, Cambridge Systematics will confidentially inquire whether the employee is in need of a reasonable accommodation.

Cambridge Systematics will actively explore requests of disabled applicants and employees for reasonable accommodation to enable them to perform successfully the essential functions of the positions they seek.

Requests for accommodation due to a disability will be reviewed by Human Resources, which will maintain a record of accommodations provided to disabled applicants and employees in a separate medical file.

Policy Against Harassment  
41 C.F.R. § 741.44(e)

Cambridge Systematics ensures that its employees with disabilities are not harassed because of their status as an individual with a disability.

Cambridge Systematics ensures that its employees and applicants are not subjected to retaliation because of their status as an individual with a disability. Cambridge Systematics prohibits retaliation, including intimidation, threat, coercion, or discrimination, against an employee or applicant because they have objected to discrimination, engaged or may engage in filing a complaint, assisted in a review, investigation, or hearing or have otherwise sought to obtain their legal rights under any Federal, State, or local EEO law regarding individuals with disabilities is prohibited. Any employee or applicant who believes that he or she has been subject to retaliation should promptly contact a manager in their chain of command, or promptly contact a member of Human Resources for assistance.

This policy is made available for employees and applicants to view.

Dissemination of Equal Employment Opportunity Policy, Outreach  
And Positive Recruitment  
41 C.F.R. § 60-741.44(f), (g)

Cambridge Systematics will employ reasonable methods to assure that its policy of Equal Employment Opportunity (EEO) and Affirmative Action (AA) is clearly and regularly communicated to employees, applicants, referral sources and the community at large in such a manner as to foster understanding, acceptance, and support.

A. External Communication

1. Cambridge Systematics' Application for Employment and recruiting advertisements include a statement concerning Equal Employment Opportunity.
2. Prospective employees and applicants for employment are notified of the EEO and Affirmative Action Program for Individuals with Disabilities. The Affirmative Action Program for Individuals with Disabilities is available for review upon request.
3. In accordance with 41 C.F.R. § 60-741.42, Cambridge Systematics will invite all applicants for employment who believe themselves covered by the Act and who wish to benefit under the Affirmative Action Program for Individuals with Disabilities to identify themselves as an individual with a disability.
4. Recruitment sources will be informed in writing of Cambridge Systematics' EEO and AA policies and its desire to hire qualified individuals with disabilities.

Cambridge Systematics will utilize the following referral sources to assist in its efforts to recruit qualified individuals with disabilities:

- State employment security agencies;
  - State and local vocational rehabilitation agencies; and
  - Organizations serving individuals with disabilities.
5. Vendors, contractors and subcontractors will be notified, as required, that Cambridge Systematics is an EEO employer and has established an Affirmative Action Program for Individuals with Disabilities. The notice will expressly state that the organization has taken affirmative steps to recruit, employ and advance in employment qualified individuals with disabilities. Each vendor, contractor and subcontractor will be encouraged to undertake affirmative action to employ and advance in employment qualified individuals with disabilities.
  6. Cambridge Systematics includes the provisions of the Equal Opportunity Clause referenced in 41 C.F.R. § 60-741.5 in every contract or subcontract or purchase order of \$10,000 or more unless exempted by the rules, regulations, or orders promulgated by the Secretary of Labor.
  7. Cambridge Systematics will list all employment openings with the appropriate employment service delivery systems.

8. Cambridge Systematics will assess its outreach and recruitment efforts on a yearly basis, in accordance with 41 C.F.R. § 60 744(g)(3), and will document each effort, the criteria used to evaluate its effectiveness, and a determination as to whether the effort was effective. If Cambridge Systematics concludes that the totality of its efforts was not effective in identifying and recruiting qualified individuals with disabilities, it will identify and implement alternative efforts. A copy of the Cambridge Systematics' outreach and positive recruitment efforts is attached at Tab A.

B. Internal Dissemination

1. Cambridge Systematics' EEO policies and programs will be publicized through executive memoranda, meetings, policy and procedure distribution, personnel manuals, bulletin board postings, and Cambridge Systematics publications.
2. All new employees will be notified in orientation briefings that Cambridge Systematics is an equal opportunity employer. They will also be informed of the existence of, and Cambridge Systematics' commitment to, its Affirmative Action Program for Individuals with Disabilities. Upon request, a copy of the program will be provided to an employee for review.
3. Meetings will continue to be conducted to educate and sensitize management personnel to activities associated with Cambridge Systematics' EEO policies and Affirmative Action Programs.
4. Employees will be periodically informed of Cambridge Systematics' commitment to engage in affirmative action to increase employment opportunities for individuals with disabilities.
5. Government EEO posters and Cambridge Systematics' EEO and AA policy statements will continue to be displayed on facility bulletin boards and in facility common areas.
6. In accordance with 41 C.F.R. § 60-741.42, Cambridge Systematics will provide all employees who are protected veterans an opportunity to identify themselves.

Audit and Reporting System  
41 C.F.R. § 60-741.44(h)

Human Resources is implementing an auditing and reporting system that will:

- Measure the effectiveness of our affirmative action program;
- Indicate any need for remedial action;
- Determine the degree to which our objectives have been attained;
- Determine whether known disabled veterans, recently separated veterans, other protected veterans, and Armed Forces service medal veterans have had the opportunity to participate in all Cambridge Systematics sponsored educational, training, recreational and social activities;
- Measure compliance with our program's objectives; and
- Document the actions taken to comply with these obligations, and retain these documents as employment records subject to applicable recordkeeping requirements.

Where the affirmative action program is found to be deficient, we will undertake the necessary action to bring the program into compliance.



Responsibilities for Development and Implementation  
of the Equal Employment Opportunity Policy  
41 C.F.R. § 60-741.44(i)

Overall responsibility for the development and implementation of Cambridge Systematics' Equal Employment Opportunity/Affirmative Action Programs rests with Leanne Gent, Director of Human Resources. Leanne Gent has responsibility for the following:

- Developing policy statements, affirmative action programs, and internal and external communication techniques aimed at promoting affirmative action and the employment and advancement in employment of qualified individuals with disabilities.
- Assisting in the identification of problem areas through frequent contact with managers and employees.
- Meeting with employees at their request to address grievances or problem areas.
- Designing and implementing audit and reporting systems which measure the effectiveness of our EEO/AA programs; indicate the need for remedial action; indicate the degree to which Cambridge Systematics goals and objectives have been attained; and ensure that the Company complies with equal opportunity laws.
- Auditing training programs and hiring and promotion patterns designed to remove any impediments to the attainment of goals and objectives.
- Serving as a liaison between management and enforcement agencies.
- Serving as a liaison between Cambridge Systematics and community groups concerned with employment opportunities for individuals with disabilities.
- Consulting appropriately with all levels of management regarding the latest developments in the area of equal employment opportunity and affirmative action as it affects the employment and advancement in the employment of individuals with disabilities.

Management is aware that there is a long-standing Cambridge Systematics commitment to equal employment opportunity in all personnel actions. It is essential, therefore, for management to encourage and demonstrate an enlightened interest in the full utilization of qualified disabled individuals at all levels of the workforce.

Responsibility for final selection and placement of all employees rests with the appropriate individual manager, who will be aware of and will abide by Cambridge Systematics' Equal Employment Opportunity and Affirmative Action policy. Should candidates for positions be rejected, the reasons shall refer to job-related requirements or other nondiscriminatory reasons.

Educational Program  
41 C.F.R. § 60-741.44(j)

Part of Cambridge Systematics' commitment to affirmative action for qualified individuals with disabilities will be to educate all employees to understand its legal responsibility for nondiscrimination and affirmative action under the various laws and regulations. The Affirmative Action Program for Individuals with Disabilities will be explained fully to management personnel. This objective will be accomplished through scheduled training programs.

These programs will assist management personnel in understanding the following:

- Cambridge Systematics' philosophy and approach to equal employment opportunity and affirmative action;
- The basic and most important aspects of the requirements of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, judicial decisions and federal regulations;
- The role that myths and biases play in discrimination against the disabled;
- The process of determining issues relating to "reasonable accommodation" available for the disabled and the identification of resources available to management to address those issues;
- The manner in which Human Resources and other resources within and outside Cambridge Systematics should be used to address issues of potential discrimination, "reasonable accommodation," "undue hardship," "direct threat" and/or to ascertain "fitness for duty."

Data Collection Analysis  
41 C.F.R. §60-741.44(k)

Cambridge Systematics collects employee data pertaining to individuals with disabilities in order to assess the effectiveness of the Cambridge Systematics' outreach and recruitment efforts. Cambridge Systematics invites applicants to voluntarily inform Cambridge Systematics whether they believe they are individuals with disabilities, in compliance with the Section 503 requirements. This data will be maintained for a period of three years.

Cambridge Systematics will use the data collected to document the following computations and/or comparisons pertaining to applicants and hires on an annual basis:

1. The number of applicants who self-identified as individuals with disabilities pursuant to §60-741.42(a), or who are otherwise known to be individuals with disabilities;
2. The total number of job openings and total number of jobs filled;
3. The total number of applicants for all jobs;
4. The number of applicants with disabilities hired; and
5. The total number of applicants hired.

See Tab B for a copy of the offer to self-identify used by Cambridge Systematics.

Utilization Analysis  
41 C.F.R. §60-741.45(d)

Cambridge Systematics will conduct a utilization analysis designed to compare the representation of individuals with disabilities in each job group within the Cambridge Systematics' workforce with the 7 percent utilization goal established by OFCCP. The utilization goal is not a rigid and inflexible quota which must be met, nor is it to be considered either a ceiling or a floor for the employment of particular groups. None of Cambridge Systematics' job groups meet the 7% utilization goal for individuals with disabilities.

Identification of Problem Areas and Action-oriented Programs  
41 CFR 60-742.45(e) and (f)

When the percentage of individuals with disabilities in one or more job groups is less than the utilization goal, Cambridge Systematics will take steps to determine whether and where impediments to equal employment opportunity exist. When making this determination, the Cambridge Systematics will assess personnel processes, the effectiveness of the outreach and recruitment efforts, the results of the affirmative action program audit, and any other areas that might affect the success of the affirmative action program.

Cambridge Systematics develops and executes action-oriented programs designed to correct any identified problems areas. These action-oriented programs may include the modification of personnel processes to ensure equal employment opportunity for individuals with disabilities, alternative or additional outreach and recruitment efforts, and/or other actions designed to correct the identified problem areas and attain the established goal. See Tab D for goals established..

## Complaint Procedure

Any disabled applicant or employee who believes he/she has been discriminated against in a condition, benefit, or privilege of employment because of his/her disability may register a complaint in person, in writing or by telephone with Human Resources. Complaints will be reviewed promptly, and the complaining party will receive notification of the outcome of the review.

This complaint procedure will be made known to all disabled applicants and employees. The procedure is not adopted to discourage applicants or employees from exercising rights granted to them by local, state, and federal statutes, including but not limited to the Rehabilitation Act of 1973 or the Americans With Disabilities Act of 1990, but is simply an attempt on the part of Cambridge Systematics to seek internal solutions to problems involving complaints of discrimination.

# CAMBRIDGE SYSTEMATICS, INC

AFFIRMATIVE ACTION PROGRAM  
FOR PROTECTED VETERANS

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Reaffirmation of Equal Employment Opportunity  
Policy through Affirmative Action  
41 C.F.R. § 60-300.43

It is the policy of Cambridge Systematics to be an equal opportunity employer. In keeping with this policy, we shall not discriminate against qualified minorities, women, individuals with disabilities, and protected veterans. Protected veterans include: disabled veterans, Armed Forces service medal veterans, recently separated veterans, or other veterans who served during a war, or in a campaign or expedition for which a campaign badge has been authorized.

It is the policy of Cambridge Systematics to take affirmative action to employ and advance in employment, all persons regardless of their status as a member of minority group, woman, individual with disabilities, or protected veteran, and to base all employment decisions only on valid job requirements. This policy shall apply to all employment actions, including but not limited to recruitment, hiring, upgrading, promotion, transfer, demotion, layoff, recall, termination, rates of pay or other forms of compensation and selection for training, at all levels of employment.

Employees and applicants shall not be subjected to harassment, intimidation, threats, coercion or discrimination on the basis of disability or status as a protected veteran, woman, or minority, or because they have filed a complaint; assisted or participated in any EEO review, investigation, or hearing; opposed any act or practice made unlawful by any EEO laws; or have otherwise sought to obtain or exercise any right protected by the EEO laws.

As Cambridge Systematics' Chief Executive Officer, I am committed to the principles of Affirmative Action and Equal Employment Opportunity. In order to ensure dissemination and implementation of equal employment opportunity and affirmative action throughout all levels of the company, I have selected Leanne Gent, Human Resources Director, as the individual responsible for directing affirmative action and for managing the Affirmative Action Plan, including the monitoring, reviewing and auditing of the Affirmative Action Program's effectiveness as required under applicable laws, regulations and Executive Orders.

Cambridge Systematics' written Affirmative Action Program is available for inspection by any employee or applicant for employment upon request, during normal business hours. Interested persons should contact Samantha Miglietta, at 781-539-6761 for assistance.

We expect every employee to support our commitment to EEO and affirmative action in the workplace.

*Brad Wright*

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Brad Wright  
Chief Executive Officer, Cambridge Systematics, Inc.

Categories of Covered Veterans  
41 C.F.R. § 60-300.2(N), (O), (P), (Q), And (R)

The term "protected veteran" includes the following veterans:

1. Disabled Veterans. The term "disabled veteran" means (A) a veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under the laws administered by the Secretary of Veterans Affairs, or (B) a person who was discharged or released from active duty because of a service-connected disability. See 38 U.S.C. § 4211(3).
2. Veterans who served on active duty in the Armed Forces during a war or in a campaign or expedition for which a campaign badge has been authorized, including Veterans of the Vietnam Era.
3. Veterans, who, while serving on active duty in the Armed Forces, participated in a United States military operation for which an Armed Forces service medal was awarded pursuant to Executive Order No. 12985.
4. Recently Separated Veterans. Pursuant to the Veterans Benefits and Health Care Improvement Act of 2000, as amended by the Jobs for Veterans Act of 2002, a "recently separated veteran" is defined as: Any veteran during the three-year period beginning on the date of such veteran's discharge or release from active duty.

Applicant and Employee Identification Program for  
Covered Veterans  
41 C.F.R. § 60-300.42

As required by the Vietnam Era Veterans Readjustment Assistance Act of 1974 (VEVRAA), applicants and employees will be notified of Cambridge Systematics' Affirmative Action Program for Covered Veterans. A voluntary program has been established whereby each applicant and employee can make known his/her veteran status. This objective will be accomplished in the following manner:

1. Cambridge Systematics will invite applicants and employees to self-identify in the following manner:
  - a. Cambridge Systematics shall invite applicants to inform it whether the applicant is a protected veteran. The invitation may be included with the application materials for a position, but will be separate from the application. A copy of the pre-offer offer to self-identify is attached at Tab A.
  - b. After an offer of employment is made, Cambridge Systematics shall invite the applicant to inform it whether the applicant is a protected veteran and/or a disabled veteran. A copy of the post-offer offer to self-identify is attached at Tab B.

In addition, the full affirmative action program will be available for inspection to any employee or applicant for employment upon request. The location and hours during which the program may be obtained will be posted. See 41 C.F.R. § 60-300.41.

Review of Personnel Processes  
41 C.F.R. § 60-300.44(b)

1. Cambridge Systematics accepts applications from all applicants for employment without regard to race, color, national origin, citizenship status, religion, creed, sex, sexual orientation, gender identity, pregnancy, disability, age, genetic information, ancestry, marital status, veteran status, or any other basis protected by law.
2. Cambridge Systematics' Application for Employment expressly states that it is an "Equal Employment Opportunity" employer. All personnel involved in the recruitment, screening, selection, promotion or related processes are carefully briefed to ensure that questions posed do not have an adverse impact upon the candidacy of any protected veterans.
3. Cambridge Systematics reviews annually its personnel processes to determine whether its present procedures assure careful, thorough and systematic consideration of the qualifications of known individuals with disabilities and protected veterans. This review covers all procedures related to the filling of job vacancies either by hire or by promotion, as well as all training opportunities offered or made available to employees.
4. Human Resources monitors compliance to ensure qualified protected veterans are accorded full consideration for promotion and transfer.
5. Cambridge Systematics has implemented procedures to ensure that position specifications and descriptions do not prevent qualified protected veterans from being considered. Position specifications are reviewed to assure that physical and mental job qualification standards, to the extent that they may tend to screen out qualified protected veterans, are job-related for the position in question and consistent with business necessity and safe performance on the job.
6. In determining the qualifications of veterans, Cambridge Systematics limits its consideration of a protected veteran's military record, including discharge papers, to only that portion of the record, which is relevant to the specific job qualifications for which the veteran is being considered.
7. There is no distinction or discrimination in the compensation granted a disabled veteran, recently separated veteran, other protected veteran, or Armed Forces service medal veteran, upon being hired for experience credits, promotions, merit increases or in any benefit program such as retirement, bonuses, et al., because of the fact that veteran receives disability income or benefits from another source. See 41 C.F.R. § 60-300.21(i).
8. Based upon Cambridge Systematics' review of its personnel processes, Cambridge Systematics will modify the personnel processes when necessary, and will include the development of new procedures in this Affirmative Action Program to ensure equal employment opportunity. To date, no modifications have been necessary.

Review of Physical and Mental  
Job Qualification Standards  
41 C.F.R. § 60-300.44(c)

Cambridge Systematics will periodically review the physical and mental job qualifications of all jobs to ensure that, to the extent that such qualification requirements tend to screen out qualified individuals with disabilities and qualified disabled veterans, job qualifications are consistent with business necessity and the safe performance of the job.

No qualification requirements were identified that are likely to have a screening effect. All job qualification requirements were found to be job-related and consistent with business necessity and safety.

Cambridge Systematics will continue to review physical and mental job qualification requirements whenever a job is vacated and the Company intends to fill it through either hiring or promotion and will conduct a qualifications review whenever job duties change.

No pre-employment physical examinations or questionnaires are used by Cambridge Systematics hiring process.

If at any time Cambridge Systematics inquiries into an employee's physical or mental condition or conducts a medical examination, Cambridge Systematics affirms that such inquiries or exams will be conducted in accordance with the Section 503 regulations and that information obtained as a result of the inquiry or exam will be kept confidential, except as otherwise provided for in the Section 503 regulations. The results of the examination or inquiry will only be used in accordance with the Section 503 Regulations.

Accommodation for Disabled Veterans  
41 C.F.R. § 60-300.44(d)

Cambridge Systematics will make reasonable accommodation to the known physical or mental limitations of an otherwise qualified disabled veteran unless the accommodation would impose an undue hardship on the operation of its business.

As a matter of affirmative action, if an employee who is known to be a disabled veteran is having significant difficulty performing his or her job and it is reasonable to conclude that the performance problem may be related to the known disability, Cambridge Systematics will confidentially notify the employee of the performance problem and inquire whether the problem is related to the employee's disability; if the employee responds affirmatively, Cambridge Systematics will confidentially inquire whether the employee is in need of a reasonable accommodation.

Cambridge Systematics will actively explore requests of disabled veteran applicants and employees for reasonable accommodation to enable them to perform successfully the essential functions of the positions they seek.

Requests for accommodation will be reviewed by Human Resources, which will maintain a record of accommodations provided to disabled veteran applicants and employees. All accommodation records will be treated as confidential medical records and maintained in a separate medical file.

Policy Against Harassment and Retaliation  
41 C.F.R. § 60-300.44(e)

Cambridge Systematics ensures that its employees and applicants are not harassed because of their status as a protected veteran. Retaliation, including intimidation, threat, coercion, or discrimination, against an employee or applicant because they have objected to discrimination, engaged or may engage in filing a complaint, assisted in a review, investigation, or hearing or have otherwise sought to obtain their legal rights under any Federal, State, or local EEO law regarding individuals with disabilities is prohibited. Any employee or applicant who believes that he or she has been subject to retaliation should promptly contact a manager in their chain of command, or promptly contact a member of Human Resources for assistance.

This policy is made available for employees and applicants to view.

Dissemination of Equal Employment Opportunity  
Policy, Outreach and Positive Recruitment  
41 C.F.R. § 60-300.44(f), (g)

Cambridge Systematics will employ reasonable methods to assure that its policy of Equal Employment Opportunity (EEO) and Affirmative Action (AA) is clearly and regularly communicated to employees, applicants, referral sources and the community at large in such a manner as to foster understanding, acceptance and support.

A. External Dissemination

1. Cambridge Systematics' Application for Employment and recruiting advertisements include a statement concerning Equal Employment Opportunity.
2. Prospective employees and applicants for employment are notified of the EEO and Affirmative Action Program for protected veterans. We make the program available for review upon request.
3. In accordance with 41 C.F.R. § 60-300.42, Cambridge Systematics will invite all applicants for employment who believe themselves covered by the Act and who wish to benefit under the Affirmative Action Program for Protected Veterans to identify themselves as protected veterans after the applicant receives an offer of employment and before they begin their employment duties.
4. Recruitment sources will be informed in writing of the organization's EEO and AA policies and its desire to hire qualified protected veterans.
5. Cambridge Systematics includes the provisions of the Equal Opportunity clause referenced in 41 C.F.R. § 60-300.5 in every contract or subcontract or purchase order of \$25,000 or more unless exempted by the rules, regulations or orders promulgated by the Secretary of Labor.
6. Cambridge Systematics will list all employment openings with the appropriate employment service delivery system and employs the services of America's Job Exchange, which include automated job distribution to a nationwide network of state employment agencies and diversity partners.
7. Cambridge Systematics will assess its outreach and recruitment efforts on a yearly basis, in accordance with 41 C.F.R. § 60 300(g)(3), and will document each effort, the criteria used to evaluate its effectiveness, and a determination as to whether the effort was effective. If Cambridge Systematics concludes that the totality of its efforts was not effective in identifying and recruiting qualified protected veterans, it will identify and implement alternative efforts. A copy of the Company's outreach and positive recruitment efforts is described below.



Recruitment Outreach:

Outreach	Description
Job Opportunities for Disabled American Veterans (JOFDV) - <a href="https://www.jofdav.com">https://www.jofdav.com</a>	Over 60,000 visitors per month; Listed as a resource on Disability.gov; Listed as a resource on Employer Assistance and Resource Network on Disability Inclusion (EARN); JOFDV is also a Microsoft Imagine Academy, working with State Departments of Vocational Rehabilitation and with the U.S. Military, offering individuals with disabilities and Wounded Warriors marketable job skills free as a public service
Veteran's Enterprise <a href="http://www.veteransenterprise.com">http://www.veteransenterprise.com</a>	Listed as a resource on Employer Assistance and Resource Network on Disability Inclusion (EARN) site; Over 50,000 visitors per month
disABLED Person <a href="https://www.disabledperson.com">https://www.disabledperson.com</a>	Over 60,000 visitors per month. Listed on the OFCCP website, and as a resource on Disability.gov, EARN; Also part of Microsoft Imagine Academy, working with State Departments of Vocational Rehabilitation and the U.S. Military, offering individuals with disabilities and Wounded Warriors marketable job skills free as a public service.
Hire Our Heroes <a href="https://hireourheroes.com">https://hireourheroes.com</a>	Over 25,000 visitors per month; Nonprofit organization operated and founded by veterans for veterans; Besides having a job board, they train, mentor, and coach their Veteran jobseekers into job placement
US Military Pipeline <a href="https://usmilitarypipeline.com">https://usmilitarypipeline.com</a>	Over 2.43 million jobseekers using the site; All jobs are matched and pushed to Military candidates 24/7; Over 252,000 documented hires.
Military Vet Jobs <a href="http://militaryvetjobs.com">http://militaryvetjobs.com</a>	A veteran-owned job board with 80,000+ unique site visitors per month; Besides offering veteran job seekers a community of support, they marketed the site through Adwords, Bing, Facebook, veteran's groups, University outreach, email campaigns, and many other outreach methods to reach qualified veterans

## B. Internal Dissemination

1. Cambridge Systematics' EEO policies and programs will be publicized through executive memoranda, meetings, policy and procedure distribution, and bulletin board postings.
2. All new employees will be notified in orientation briefings that Cambridge Systematics is an equal opportunity employer. They will also be informed of the existence of, and Cambridge Systematics commitment to, its Affirmative Action Program for Protected Veterans. The full Veterans AAP will be provided to any employee upon request.
3. Meetings will continue to be conducted to educate and sensitize executive, management and supervisory personnel to activities associated with Cambridge Systematics' EEO policies and Affirmative Action Programs.
4. Employees will be periodically informed of Cambridge Systematics' commitment to engage in affirmative action to increase employment opportunities for protected veterans.
5. Government EEO posters and Cambridge Systematics EEO and AA policy statement will continue to be displayed on facility bulletin boards and in facility common areas.
6. In accordance with 41 C.F.R. § 60-300.42, Cambridge Systematics will provide all employees who are protected veterans an opportunity to identify themselves.

Auditing and Reporting System  
41 C.F.R. § 60-300.44(h)

Human Resources is implementing an auditing and reporting system that will:

- Measure the effectiveness of our affirmative action program;
- Indicate any need for remedial action;
- Determine the degree to which our objectives have been attained;
- Determine whether known disabled veterans, recently separated veterans, other protected veterans, and Armed Forces service medal veterans have had the opportunity to participate in all company sponsored educational, training, recreational and social activities;
- Measure compliance with our program's objectives; and
- Document the actions taken to comply with these obligations, and retain these documents as employment records subject to applicable recordkeeping requirements.

Where the affirmative action program is found to be deficient, we will undertake the necessary action to bring the program into compliance.

Responsibilities for Development and Implementation  
of the Equal Employment Opportunity Policy  
41 C.F.R. § 60-300.44(i)

Overall responsibility for the development and implementation of Cambridge Systematics' Equal Employment Opportunity/Affirmative Action Programs rests with Leanne Gent, Director of Human Resources. Leanne has responsibility for the following:

- Developing policy statements, affirmative action programs and internal and external communication techniques aimed at promoting affirmative action and the employment and advancement in employment of protected veterans.
- Assisting in the identification of problem areas through frequent contact with managers and employees.
- Meeting with employees at their request to address grievances or problem areas.
- Designing and implementing audit and reporting systems, which measure the effectiveness of EEO/AA programs; indicate the need for remedial action; indicate the degree to which objectives have been attained; and ensure that each location complies with equal opportunity laws.
- Auditing training programs and hiring and promotion patterns designed to remove any impediments to the attainment of goals and objectives.
- Serving as a liaison between management and enforcement agencies.
- Serving as a liaison between COMPANY and community groups concerned with employment opportunities for protected veterans.
- Consulting appropriately with all levels of management regarding the latest developments in the area of equal employment opportunity and affirmative action as it affects the employment and advancement in the employment of protected veterans.

Management is aware that there is a long-standing Cambridge Systematics commitment to equal employment opportunity in all personnel actions. It is essential, therefore, for management personnel to encourage and demonstrate an enlightened interest in the utilization of qualified protected veterans at all levels of the workforce.

Responsibility for final selection and placement of all employees rests with the appropriate individual manager, who will be aware of and will abide by Cambridge Systematics' Equal Employment Opportunity and Affirmative Action policy. Should candidates for positions be rejected, the reasons shall refer to job-related requirements or other nondiscriminatory reasons.

Educational Program  
41 C.F.R. § 60-300.44(j)

Part of Cambridge Systematics commitment to affirmative action for protected veterans will be to educate all employees to understand its legal responsibility for non-discrimination and affirmative action under the various laws and regulations. The Affirmative Action Program for Protected Veterans will be explained fully to management personnel. This objective will be accomplished through scheduled training programs.

These programs will assist management personnel in understanding the following:

- Cambridge Systematics philosophy and approach to equal employment opportunity and affirmative action;
- The basic and most important aspects of the requirements of the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, judicial decisions and federal regulations;
- The role that myths and biases play in discrimination against protected veterans;
- The process of determining issues relating to reasonable accommodation for disabled veterans and the resources available to management personnel to address those issues;
- The manner in which Human Resources and other resources within and outside Cambridge Systematics should be used to address issues relating to potential discrimination, reasonable accommodation, "undue hardship," "direct threat" and/or to ascertain "fitness for duty."

All employees involved in the recruitment, screening, selection, promotion, disciplinary, and related processes shall be trained to ensure that the commitments in this Affirmative Action Program are implemented.

Data Collection Analysis  
41 C.F.R. §60-300.44(k)

Cambridge Systematics collects employee data pertaining to protected veterans in order to assess the effectiveness of the Company's outreach and recruitment efforts. The Company invites applicants to voluntarily inform Cambridge Systematics whether they believe they are protected veterans, in compliance with the VEVRAA requirements. This data will be maintained and will document the following computations and/or comparisons pertaining to applicants and hires on an annual basis, and maintain them for a period of three years.

Cambridge Systematics will use the data collected to document the following computations and/or comparisons pertaining to applicants and hires on an annual basis:

- The number of applicants who self-identified as protected veterans pursuant to §60-300.42(a), or who are otherwise known to be protected veterans;
- The total number of job openings and total number of jobs filled;
- The total number of applicants for all jobs;
- The number of protected veteran applicants hired; and
- The total number of applicants hired.

See Tab A for a copy of the pre-offer invitation to self-identify used by Cambridge Systematics.

Hiring Benchmarks  
41 C.F.R. §60-300.45

Cambridge Systematics has adopted the national percentage of veterans in the civilian labor force provided by OFCCP as its hiring benchmark for the AAP year. This benchmark is used as one of the criteria in its assessment of the effectiveness of its outreach and recruitment efforts.

None of this year's hires self-identified as a protected veteran. The current 5.9% hiring benchmark for protected veterans was not met.

## Complaint Procedure

Any protected veteran applicant or employee who believes he/she has been discriminated against in a condition, benefit or privilege of employment because of his/her protected veteran status may register a complaint in person, in writing, or by telephone with Human Resources. All such complaints will be reviewed promptly, and the complaining party will receive notification of the outcome of the review.

This complaint procedure will be made known to all protected veteran applicants and employees. The procedure is not adopted to discourage applicants or employees from exercising rights granted to them by local, state, and federal statutes, including VEVRAA, but is simply an attempt on the part of Cambridge Systematics to seek internal solutions to problems involving complaints of discrimination.



**EXHIBIT “E”**

**FEDERAL TRANSIT ADMINISTRATION  
CIVIL RIGHTS ASSURANCE**

### **Nondiscrimination Statement**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

### **USDOT TITLE VI ASSURANCE Clauses A & E from DOT 1050.2A**

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 the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement. The current specifications for DBE certifications may be found [here](#).
2. **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit

access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation*, the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation*, the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:
  - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
  - b. cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation*, the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
7. **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights

Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

## **EXHIBIT “F”**

### **CONSULTANT CERTIFICATIONS AND AFFIDAVITS**

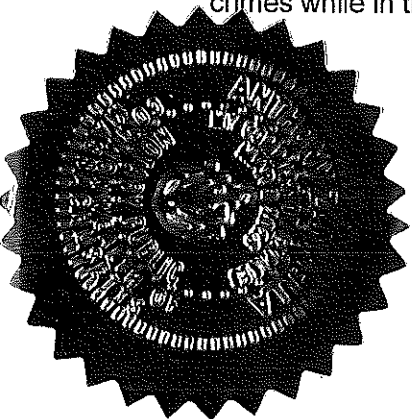
## CONSULTANT AFFIDAVIT

STATE OF Massachusetts

COUNTY OF Middlesex

Before me, the undersigned authority, personally appeared Karen D. Nocito who was sworn and says:

1. He is (Title) Chief Financial Officer of (Firm) Cambridge Systematics, Inc. with office in (City and State) Medford, MA.
2. *[If applicable]* The named firm is submitting the attached proposal for FDOT Work Program Item Number \_\_\_\_\_, Project Number \_\_\_\_\_, in District VII, Hillsborough County, Florida.
3. The affiant has made diligent inquiry and answers this affidavit based upon his own knowledge.
4. Only one proposal for the above-referenced project will be submitted, under the name or different name, and the proposer has no financial interest in the firm of another proposer for the same work.
5. Neither the affiant nor the firm has directly or indirectly entered in any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the firm's proposal on the above project. This statement shall restrict the discussion of pricing data until the completion of the execution of the Consultant Agreement for this project.
6. Neither the firm nor its affiliates, nor anyone associated with them is presently debarred, suspended or otherwise ineligible from participating in contract lettings by any state agency in any state or the FHWA
7. Neither the firm, nor any officer, DIRECTOR, employee of the firm or any of its affiliates has been criminally or civilly charged with antitrust violations, or had convictions or judgments resulting from such charges. There have been no charges or subsequent convictions or any criminal act under state or federal law which involved fraud, bribery, conspiracy, antitrust violations or material misrepresentation with respect to a public contract, except for matters previously disclosed to the Department and filed in Case No.(s) \_\_\_\_\_ with the Clerk of Agency Proceedings. *[If inapplicable, enter N/A]*.
8. This affidavit includes disclosure of employees who were charged or convicted of contract crimes while in the employ of another company.



Karen D. Nocito

Signature

Sworn to and subscribed before me this 14 day of April, 2023.

Kristina Samella

Notary

My Commission Expires: March 3, 2028

### NOTICE

Any evidence of collusion among participating proposers will preclude their recognition as proposers of such job and subjects them to penalties and restraints under applicable State and Federal Law.

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the Hillsborough County Metropolitan Planning Organization, dba Hillsborough Transportation Planning Organization (TPO)

by Karen D. Nocito, Chief Financial Officer  
(Print individual's name and title)

for Cambridge Systematics, Inc.  
(Print name of entity submitting sworn statement)

whose business address is 101 Station Landing, Suite 410 Medford, MA 02155

and (if applicable) its Federal Employer Identification Number (FEIN) is 04-2505095.  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means 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 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 any lease for real property, or any contract for the construction or repair of a public building or public or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), **Florida Statutes**, means 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.

4. In understand that an "affiliate" as defined in 287.133(1)(a), **Florida Statutes** means:

1. A predecessor or successor of a person 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. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters in to a joint venture with a person who has been convicted of public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, Director's, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

       The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

       The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings, and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, **FLORIDA STATUTES** FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.



\_\_\_\_\_  
(Signature)

4/14/2023

\_\_\_\_\_  
(Date)

STATE OF Massachusetts

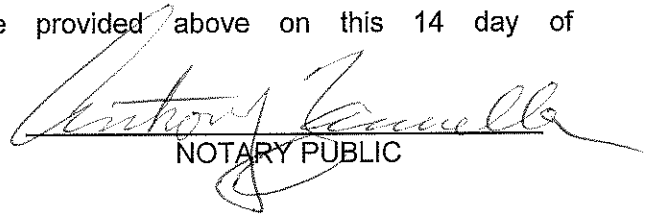
COUNTY OF Middlesex

PERSONALLY APPEARED BEFORE ME, the undersigned authority,



Karen Nocito who, after first being sworn by me,  
(Name of individual signing)

affixed his/her signature in the space provided above on this 14 day of  
April, 2023.

  
NOTARY PUBLIC

My commission expires: March 3, 2028

## TRUTH-IN NEGOTIATIONS CERTIFICATE

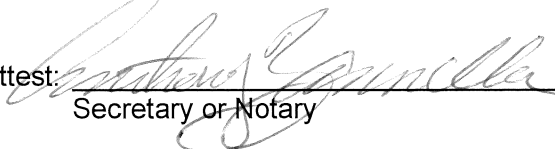
CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs supporting the compensation for this contract are accurate, complete, and current at the time of contracting.

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

Cambridge Systematics, Inc.  
Name of CONSULTANT

By: Karen D. Nocito  
Authorized Signature

Title: Chief Financial Officer

Attest:   
Secretary or Notary

If individual, furnish two witnesses:

\_\_\_\_\_  
Witness (1)

\_\_\_\_\_  
Witness (2)

CERTIFICATION REGARDING DEBARMENT  
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS  
-PRIMARY COVERED TRANSACTIONS-  
(Compliance with 49 CFR. Section 29.510, Federal Aid Contracts)

Instructions for Certification:

1. By signing and submitting this certification with the proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the Department if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended", "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage section of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Appendix B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A

participant may decide the method and frequency by which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under Paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause of default.

Certification in Compliance with 49 CFR Section 29.510

State of Massachusetts County of Middlesex

I, Karen D. Nocito, hereby attest and swear  
(Name)

that I am Chief Financial Officer of Cambridge Systematics, Inc.  
(Title) (Firm)

Medford, Middlesex County and the named firm  
(City and County)

is submitting the attached proposal for the projects identified as follows:

FDOT Work Program Item Number(s) *[if applicable]* \_\_\_\_\_

State Project Number(s) FY 21 -FY2 UPWP

Federal Air Project Number(s) \_\_\_\_\_

in Hillsborough County(ies), Florida.

I further hereby certify that:

- (1) I am either an officer, director, partner, key employee, or other person within the prospective primary participant with primary management or supervisory responsibilities;
- (2) To the best of my knowledge and belief, the prospective primary participant and its principals;
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or


performing a public (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

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


(3) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall note the exception below and attach an application to this proposal.

Exceptions:

Any exception listed above will not necessarily result in denial of participation in this covered transaction. For any exception noted, indicate to whom it applied, initiating agency, and dates of agency action. The explanation will be considered in connection with the department or agency's determination whether to enter into this transaction.

  
\_\_\_\_\_  
Affiant

Sworn to and subscribed before me this 14 day of April, 2023

  
\_\_\_\_\_  
Notary  
My commission expires: March 3, 2028

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
DBE PREFERENCE CERTIFICATION

RE: General Transportation Planning Consultant Services

I, Karen D. Nocito, Chief Financial Officer  
(Name) (Title)

of Cambridge Systematics, Inc.  
(Name of Firm)

hereby certify that our firm (\_\_\_\_ is) ( X is not) a Department of Transportation (Department) certified Disadvantaged Business Enterprise (DBE). I also certify that our firm intends to assist the MPO in achieving its annual DBE goal regarding subletting work on the above referenced project(s) to certified Disadvantaged Business Enterprises.

I understand that each solicitation for which a contract goal has been established may require CONSULTANT to submit the following information, at the discretion of the MPO, at least 24 hours before commitment of the performance of the contract.

1. The names and addresses of the DBE firms that will participate in the contract;
2. A description of the work that each DBE will perform;
3. The percent or dollar amount of participation of each DBE firm;
4. Written and signed documentation of commitment to use a DBE subconsultant whose participation it submits to meet a contract goal;
5. Written and signed confirmation from the DBE that it is participating in the contract as provided in CONSULTANT's commitment; and
6. If the contract is not met, evidence of good faith efforts, as defined by the MPO, must be demonstrated.

(Check one)   X   Intends to subcontract work to DBE(s)  
           Does not intend to subcontract work to DBE(s)

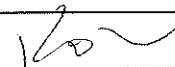
Since I have indicated above that a portion of the work will be sublet to certified DBE(s), the firms considered as proposed DBE subconsultants/vendors and the types of work to be subcontracted are as follows:

DBE SUBCONSULTANTS/VENDORS    TYPE OF WORK/COMMODITIES

Florida Transportation Engineering (FTE)    Engineering

Quest Corporation of America, Inc. (QC)    Public Outreach, Website Partnering

Signed:



Title:

Chief Financial Officer

Date:

04/14/23



**Board of County Commissioners  
Economic Development Department  
Minority and Disadvantaged Business Development**

**Minority/Woman Business Certification**

Florida Transportation Engineering, Inc. DBA FTE

HC-2066/22

Valid from January 19, 2022 - January 27, 2024

**Approved Lines of Business:**

Traffic/Transportation Engineering Consulting

A handwritten signature in black ink, appearing to read "Theresa Kempa".

Theresa Kempa  
Minority and Disadvantaged Business Manager  
Economic Development Department



GREATER ORLANDO  
AVIATION AUTHORITY



JACKSONVILLE  
TRANSPORTATION  
AUTHORITY

# *Florida Unified Certification Program*

**Disadvantaged Business Enterprise (DBE)**

## **Certificate of Eligibility**

***QUEST CORPORATION OF AMERICA INC  
MEETS THE REQUIREMENTS OF 49 CFR, PART 26***

*APPROVED NAICS CODES:*

541611, 51820



***Samuel Febres (Sammy)***  
*DBE & Small Business Development Manager*  
***Florida Department of Transportation***





# *State of Florida*

## Woman Business Certification

### Quest Corporation of America, Inc.

Is certified under the provisions of  
287 and 295.187, Florida Statutes, for a period from:  
12/07/2021 to 12/07/2023



---

J. Todd Inman  
Florida Department of Management Services

**EXHIBIT G**  
**CONSULTANT**  
**CERTIFICATES OF INSURANCE**

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

4/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Starkweather &amp; Shepley (WW)</b> <b>Insurance Corp. of MA</b> <b>PO Box 549</b> <b>Providence, RI 02901-0549</b>	<b>CONTACT NAME:</b> Annette Cho <b>PHONE (A/C, No, Ext):</b> 401-435-3600 <b>FAX (A/C, No):</b> 508-718-2407 <b>E-MAIL ADDRESS:</b> acho@starshep.com																					
<b>INSURED</b> <b>Cambridge Systematics, Inc.</b> <b>115 S. LaSalle St, Suite 2200</b> <b>Chicago, IL 60603</b>	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> </thead> <tbody> <tr> <td colspan="2"><b>INSURER A : Federal Insurance Company</b></td><td><b>20281</b></td></tr> <tr> <td colspan="2"><b>INSURER B : Westchester Surplus Lines Ins Co</b></td><td><b>10172</b></td></tr> <tr> <td colspan="2"><b>INSURER C :</b></td><td></td></tr> <tr> <td colspan="2"><b>INSURER D :</b></td><td></td></tr> <tr> <td colspan="2"><b>INSURER E :</b></td><td></td></tr> <tr> <td colspan="2"><b>INSURER F :</b></td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	<b>INSURER A : Federal Insurance Company</b>		<b>20281</b>	<b>INSURER B : Westchester Surplus Lines Ins Co</b>		<b>10172</b>	<b>INSURER C :</b>			<b>INSURER D :</b>			<b>INSURER E :</b>			<b>INSURER F :</b>		
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<b>INSURER E :</b>																						
<b>INSURER F :</b>																						

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		36019289	09/11/2022	09/11/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>	Y		73581455	09/11/2022	09/11/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			79890114	09/11/2022	09/11/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	71749940 *See Remarks	09/11/2022	09/11/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liab			F14390558005	09/11/2022	09/11/2023	\$1,000,000 Per Occ \$1,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**\*\*Workers Comp Information\*\* All States Endorsement except Monopolistic. Stop Gap Coverage States: OH, WA.**  
**Hillsborough Transportation Planning Organization and its members, officers and employees, the Planning Commission and its members, officers and employees are included as additional insureds with respect to General Liability and Auto Liability policies per policy terms and conditions. Notice of cancellation will be provided per policy provisions.**

**CERTIFICATE HOLDER****CANCELLATION**

<b>Hillsborough Transportation Planning Organization</b> <b>601 E. Kennedy Boulevard</b> <b>18th Floor</b> <b>Tampa, FL 33602</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 
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## APPENDIX A

### Additional Federal, State and Local Information

#### EQUAL OPPORTUNITY STATEMENT:

The TPO in accordance with the provisions of Title VI of the Civil Rights Act of 1964, hereby notifies all firms and individuals that it will require affirmative efforts be made to ensure participation by minorities in any contract for consultant services. Disadvantaged business enterprises (DBE) will be afforded full opportunity to submit proposals in response to advertisements and will not be discriminated against on the grounds of race, color, national origin, sex, age, disability, family, or religious status in consideration for an award. The TPO has a DBE participation policy statement and participates in FDOT's statewide goal.

#### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DBE BID PACKAGE INFORMATION 275-030-11 EQUAL OPPORTUNITY OFFICE

##### DBE Utilization

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 10.65% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information.

##### DBE Reporting

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact [EOOHelp@dot.state.fl.us](mailto:EOOHelp@dot.state.fl.us).

**Bid Opportunity List**

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBEs**.

Please complete the attached Bidders Opportunity List form and submit to the MPO within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting.

## **DBE/AA Plans**

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "\_\_\_\_" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chair in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: **eeoforms@dot.state.fl.us**.

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.

## **PROMPT PAYMENT**

The TPO will ensure that the following clause is placed in every USDOT-assisted contract and subcontract:

(A) Every contract let by the TPO for the performance of work shall contain a provision requiring the prime contractor, before receipt of any progress payment under the provisions of such contract, to certify that the prime contractor has disbursed to all subcontractors and suppliers having an interest in the contract their pro rata shares of the payment out of previous progress payments received by the prime contractor for all work completed and materials furnished in the previous period, less any retainage withheld by the prime contractor pursuant to an agreement with a subcontractor, as approved by the TPO for payment. The TPO shall not make any such progress payment before receipt of such certification, unless the contractor demonstrates good cause for not making any such required payment and furnishes written notification of any such good cause to both the TPO and the affected subcontractors and suppliers.

(B) Every contract let by the TPO for the performance of work shall contain a provision requiring the prime Contractor, within 30 days of receipt of the final progress payment or any other payments received thereafter except the final payment, to pay all subcontractors and suppliers having an interest in the contract their pro rata shares of the payment for all work completed and materials furnished, unless the Contractor demonstrates good cause for not making any such required payment and furnishes written notification of any such good cause to both the TPO and the affected subcontractors or suppliers within such 30-day period. Each invoice on a contract with DBE participation will be required to be submitted on our standard invoice format requiring DBE breakout and the above Prompt Payment statement attached to it.

## STATE of FLORIDA PUR 1000 GENERAL CONTRACT CONDITIONS

**43.Cooperative Purchasing:** The TPO participates in Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser. State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042, F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

### ADA508 GUIDELINES FOR CONSULTANTS

Plan Hillsborough is dedicated to providing accessible documents to the public and will be requiring all consultant deliverables to follow these accessibility guidelines:

- Title and Author Chart descriptions should include what they show and the general conclusions that should be drawn. Describing colors on charts and maps is not helpful for the visually impaired, so refrain from doing that.

The PDF document must have an appropriate title and author data. Subject and keyword data are helpful but optional. See [Adobe's help page on document properties](#) for further information on how to edit document properties.

#### Alternate Text

All images in the PDF document must either have alternate text applied or be marked as decorative. See [Adobe's help page on alternate text](#) for further information on how to add alternate text to images. Below are some examples of images and appropriate alt text:

- Photos need a general description of what you see.
- Chart descriptions should include what they show and the general conclusions that should be drawn. Describing colors on charts and maps is not helpful for the visually impaired, so refrain from doing that.
- Simple maps should explain purpose and location and any other relevant details.
- There is no way to make a detailed map like this one fully accessible, which is where our disclaimer comes in that states to call us for help. We would then explain the map over the phone.

#### Reading Order

All elements in the PDF document must be in the correct reading order, that is, the order in which assistive devices should read them. See [Adobe's help page on reading order](#) for further information on how to adjust element reading order. [This video](#) also highlights how to determine proper reading order and arrange PDF tags within the document to ensure the reading order is logical.

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*Se recomienda a las personas que necesiten ayuda para leer o interpretar este documento, sin costo alguno, que se pongan en contacto con Joshua Barber, (813) 272-5940, o [barberj@plancom.org](mailto:barberj@plancom.org). Plan Hillsborough (la Comisión de Planificación, el TPO de Hillsborough y la Junta del Río Hillsborough) no puede asegurar la accesibilidad de los documentos publicados por otras agencias u organizaciones. Si sólo habla español, por favor llame a la línea de ayuda en español al (813) 272-5940 marque el número*