



Indian River County Purchasing Division

1800 27th Street
Vero Beach, FL 32960
Phone (772) 226-1416

Request for Qualifications

Project Name: General Planning Consultant Services for the
Indian River County MPO

RFQ #: 2022073

RFQ Opening Date: **September 8, 2022**

RFQ Opening Time: **2:00 P.M.**

All Statements of Qualifications (SOQs) must be received by the Purchasing Division, 1800 27th Street, Vero Beach, Florida 32960 prior to the date and time shown above. Late responses will be not be accepted or considered.

PLEASE SUBMIT:

- (1) ONE MARKED ORIGINAL SOQ,
- (5) COPIES OF YOUR SOQ, AND

ONE ELECTRONIC COPY AS A SINGLE PDF ON USB, CD OR EMAILED TO
PURCHASING@IRCGOV.COM PRIOR TO THE RFQ OPENING DATE AND TIME.

Both the printed and electronic copies are required.

Refer All Questions to:

Email: purchasing@ircgov.com

REQUEST FOR QUALIFICATIONS

RFQ # 2022073

General Planning Consultant Services for the Indian River County MPO

In compliance with CCNA Chapter 287.055, the Indian River County Metropolitan Planning Organization (MPO) is requesting Statements of Qualifications (SOQs) for qualified firms to provide professional services for annual contract.

Detailed specifications are available from www.demandstar.com or by contacting the Indian River County Purchasing Division at (772) 226-1416, or purchasing@ircgov.com.

Receipt of one original **and** five (5) copies **and** one (1) electronic version of SOQs to the Purchasing Division, 1800 27th Street, Building B, Vero Beach, Florida 32960 must occur by 2:00 p.m. Thursday, September 8, 2022.

Initial screening, ranking, final ranking and negotiations will be in accordance with the Consultant Competitive Negotiation Act, F.S. 287.055. The MPO reserves the right to accept or reject any and all submittals and to waive all informalities.

PURCHASING MANAGER
INDIAN RIVER COUNTY

Advertised on Demandstar and Vendor Registry on Monday, August 8, 2022.

Scope of Services

I. INTRODUCTION

The Indian River County MPO (“MPO”) seeks a Consultant or Consultants to provide general transportation planning services. The Consultant(s) will assist MPO staff in the development of studies, policy documents, and plans. The Consultant(s) will provide valuable technical support and review other studies or activities deemed of importance to the MPO. The work involves a variety of technical, graphical, study management, product review and public involvement activities. The Consultant(s) will serve as an extension of the MPO staff in this work and will minimize the MPO's need to apply its own resources to the completion of these transportation planning tasks.

The services outlined in this Scope of Services will be accomplished using MPO Board approved Work Orders, and a separate, more detailed Scope of Services for each. The MPO will have sole discretion for assigning any specific service(s) to any Consultant(s) retained by the MPO as a General Planning Consultant (GPC).

Once the selection process is complete, the MPO intends to contract with the selected General Planning Consultant(s) for a period of three (3) years, with the option to extend the contract for up to one (1) additional year.

Please note that this RFQ shall be included into and part of any final contract(s).

II. SCOPE OF SERVICES

A. HIGHWAY AND SYSTEMS PLANNING GENERAL PLANNING CONSULTANT SERVICES:

The Consultant(s) selected may be required to perform the following types of activities under the terms of this agreement.

1. **Short & Long Range Transportation Planning/Corridor Analyses and Sub-area Analyses**
The GPC may be required to develop Long and Short Range Transportation Plans, Analyses, and Studies. Subtasks required of these analyses may include:
 - a. Data collection, GIS database development, and existing conditions analysis
 - b. Deficiency identification and strategy development
 - c. Future condition forecasts
 - d. Impact assessment of proposed improvements on neighborhoods and adjacent land uses (consistent with FDOT’s Efficient Transportation Decision Making methodology, or ETDM)
 - e. Long Range Transportation Plan development
 - f. Planning for consistency with MAP-21/FAST Act provisions including Performance Measures

- g. Land Use and Transportation coordination studies, including vacant land, population, and development projections and production and attraction balance studies.
 - h. Regional Long Range Planning studies
2. **Non-Motorized Transportation Planning**– The consultant(s) will be required to perform non-motorized transportation project planning and studies:
- a. Bicycle, Pedestrian and Greenways Plans and Studies
 - b. Automated Bicycle and Pedestrian AADT Collection studies
 - c. Pedestrian Safety Action Plans
 - d. Multi-Modal Quality and Level of Service (MMQLOS) Analysis
 - e. Bicycle and Pedestrian Facility Inventory and Database Management
3. **Transit Planning** - The consultant(s) must have specialized expertise in the fields of transit planning and must be able to perform the following tasks, if requested by the MPO:
- a. Major and Minor TDP Updates
 - b. Transit Quality of Service Report Development
 - c. Transit Route and Segment Evaluation
 - d. Transit network development and mode-choice modeling
 - e. Ridership and Operator Surveys
 - f. Origin-Destination mapping
 - g. Transportation Disadvantaged Analysis
 - h. Public Transportation Agency Safety Plans
4. **Transportation Planning Model Calibration and Sub-Area Modeling** The consultant(s) shall be able to perform a number of tasks in support of the MPO’s Travel Demand Forecast Modeling efforts. The consultant(s) must be able to perform these activities in the FDOT-adopted Travel Demand Forecasting Model standard platform. Activities to be undertaken may include:
- a. Initial network and model development and validation activities
 - b. Network changes, background data, and zonal boundary changes
 - c. Model calibration and adjustment
 - d. Socio-economic data development
 - e. Scenario modeling for major new developments, proposed land use changes, or changes to proposed transportation projects
 - f. Small-area and sub-area model development and calibration
 - g. Air-quality modeling and analysis
5. **Traffic Engineering and Operational Studies** – Appropriate activities to be performed by consultant(s)s on an as-requested basis may include:
- a. Signal Timing study development
 - b. Traffic Count, Vehicle Classification, or Delay study development
 - c. System Condition Inventory development

- d. Incorporating Autonomous, Connected, Electric, and Shared (ACES) Vehicle studies into the planning process
 - e. Level of Service determination
 - f. Crash Data System Development and Analysis
 - g. Access Management Classification and Re-classification Study development
 - h. Design, Permitting, and Environmental Studies
 - i. Safety and Security studies
- 6. Public Participation Activities** – These activities are undertaken to ensure that the MPO's public involvement process meets all federal and state regulations and provides opportunities for a well-informed public to contribute input into the transportation planning and decision-making processes. The following sub-tasks may require skills that would be otherwise unavailable to the MPO or inefficient to procure on a permanent basis:
- a. Website development and maintenance
 - b. Newsletter, fact sheet, direct mail, PSA, brochure, and advertisement design and layout
 - c. MPO Database development and maintenance
 - d. Public workshop or small group meeting preparation and staffing
 - e. Public Opinion Poll and Survey design
 - f. MPO Public Involvement effort evaluation
 - g. Visualization and Graphics, including Computer Simulation development
 - h. Other activities contained in the MPO Public Participation Plan
- 7. Comprehensive Plan and Analysis Reviews** - Consultant(s) services are appropriate to review comprehensive plan amendments and perform analysis for comprehensive plan updates. Specific Comprehensive Plan review and analysis activities may include:
- a. Review of local comprehensive plans and plan amendments for consistency with MPO plans
 - b. Review of local comprehensive plans and plan amendments for consistency with updated federal and/or state guidance and legislation
 - c. Analysis of local comprehensive plan amendment proposals for impacts to the transportation system in Indian River County
 - d. Development of charts, graphs, technical studies, and other work products that support local comprehensive plan development activities
- 8. Review of Other Planning Studies** - General Planning Consultant(s) may be engaged to review specialized transportation studies submitted by local governments, the Florida Department of Transportation, private developers, and other agencies. Transportation Study Review activities may include:
- a. Review of study methodology
 - b. Review of modeling assumptions

- c. Review of study data assumptions and analysis, including trip generation rates, pass-by and internal capture rates, system capacity assumptions, traffic assignments, and other components of the analysis
9. **Congestion Management Process (CMP) Updates** – General Planning Consultant(s) may be required to analyze congested corridors and identify improvements for inclusion in the MPO’s Transportation Improvement Program (TIP) as part of the MPO’s annual Congestion Management Process. The CMP requires expertise in transportation planning and operations and may involve the following sub-tasks:
- a. Network Development, Review and Modification
 - b. System Trends and Conditions Analysis
 - c. Strategy Identification and Evaluation
 - d. Corridor Screening Criteria Development
 - e. CMP Project Identification
 - f. Annual State of the System Report Development
10. **Special Project Planning Studies** – The consultant(s) may be required to perform various studies, analysis, and tasks that supports another MPO work product. These projects may be either one-time or continuing tasks that are of special interest to residents within the urbanized area, and may include:
- a. Mobility Zone plan development
 - b. Traffic Systems and Management Operational (TSMO) data collection and studies Other mobility studies, as identified by the MPO
 - c. Other Project Studies, as identified by the MPO
 - d. Economic market analysis
 - e. Freight and Goods Movement Studies
 - f. Intermodal Systems Evaluation and Planning, Major Modal Hub access and planning (i.e. Airport, Transit and Hubs)
 - g. Design, Permitting, and Environmental Studies (not PL fund eligible)
 - h. Continuity of Operations and Contingency Plans
 - i. Traffic Impact Fee Analysis
 - j. Land Use and Transportation coordination studies, including vacant land, population, and development projections and production and attraction balance studies
 - k. High-Speed, Regional, Commuter, and Freight Rail Planning studies and Rail Impact studies
 - l. Post-Census or New Highway Authorization Bill MPO Administrative, Performance Monitoring, and Compliance Studies

Submittal Instructions

Professional Engineering Firms (Consultants) responding to this Request for Qualifications (RFQ) shall submit the following in their Statement of Qualifications (SOQ):

Information to Be Submitted: Submit one marked original and five (5) copies, plus one electronic copy (**both printed and electronic copies are required**). SOQs must include and are requested to be organized as follows:

- a. A history a description of the range of services offered by of the Consultant.
- b. Summaries or biographies of the required Consultant Staff that will be assigned to the County. Include name, background, special skills, number of years with the firm and years of experience. Identify the Consultant’s representative assigned to manage the County’s project.
- c. A detailed description of the Consultant’s approach to successful completion of services such as those described within this RFQ.
- d. A description of expertise or unique capability Consultant can provide the County.
- e. Provide a projected timeline/schedule with the Consultant’s methodology.
- f. References from municipalities Consultant has provided the similar services for in the last five years. Please provide contact name, phone number, email address and project name.
- g. Firm Information form
- h. Sworn statement on Disclosure of Relationships as per Section 105.08 of the Indian River County Code.
- i. Certification Regarding Prohibition Against Contracting with Scrutinized Companies
- j. Certification regarding lobbying
- k. Certification regarding debarment

Method of Selection: The MPO shall convene a Selection Committee of which the responsibility shall be as follows:

- a. Independently review and evaluate each Submittal
 1. Each Committee member shall evaluate each firm by assigning a number of points for each criterion, as established in the solicitation, and then totaling the number of points for all criteria.
 2. Each Committee member shall then rank the firms on the basis of the total number of points received for all criteria, with the firm receiving the most points being ranked # 1.
- b. As a "Committee of the whole", develop a combined ranking order of all Submittals meeting minimum qualifications. The ranking of firms shall be done in the following manner:
 1. The rankings received by each firm from all Committee members shall be totaled and divided by the number of Committee members, to produce an average ranking.
 2. The firm receiving the lowest average ranking (i.e. closest to # 1) shall be ranked the # 1 firm, and the process repeated until all firms have been ranked according to their average ranking.
 3. In the event of a tie, the ranking of tied firms shall be determined by a comparison of the total number of points received by each firm from all Committee members. The firm with the highest number of points will be awarded the higher ranking position.
 4. The Committee may discuss the rankings and their reasons behind them, and each member may modify their ranking of firms accordingly until the Committee is satisfied with the rankings.
 5. After interviews, and based upon information learned during the interviews, each Committee member will rank the firms in order of preference and a consolidated final Committee ranking established.
- c. The MPO may, solely at its own option, seek additional Submittals with this or a similar Submittal in the event the County, solely at its own option, determines that the quantity and/or quality of Submittals

received is insufficient to meet the County's needs and/or that award of a contract arising from this RFP would not be in the public interest.

- d. The Committee shall forward its recommendations in accordance with the ranking to the Indian River County MPO Board, which shall, at its sole option, authorize negotiations of a contract pursuant to the requirements of Florida law.
- e. The Indian River County MPO Board possesses sole authority to award a contract for the services sought herein.

Criteria for Award:

| <i>EVALUATION CRITERIA</i> | <i>EVALUATION POINTS MAXIMUM</i> |
|--|---|
| 1. Professional qualifications and relevant experience of firm and specific individuals to be assigned to this project. | 15 |
| 2. Recent relevant experience and performance of firm and project personnel on the development of plans, projects and related tasks. | 25 |
| 3. Project Approach and Understanding | 50 |
| 4. Availability of firm and individuals for the project | 10 |
| TOTAL | 100 |

*In determining whether a firm is qualified, the Committee shall consider such factors as the ability of professional personnel; past performance; willingness to meet time and budget requirements; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the agency, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms.

Anticipated Schedule*

| | |
|----------------------------|---|
| Advertise RFQ | Monday, August 8, 2022 |
| Submission Deadline | Thursday, September 8, 2022 by 2:00 p.m. |
| Selection Short List | Week of September 12, 2022 |
| Consultant Presentations | Week of September 26, 2022 |
| MPO Approval of Ranking(s) | October 12, 2022 |
| Contract Execution by MPO | November 12, 2022 |

* All dates are subject to change

General Instructions

Cone of Silence. Potential respondents and their agents must not communicate in any way with the Board of Commissioners, County Administrator or any County staff other than Purchasing personnel in reference or relation to this solicitation. This restriction is effective from the time of solicitation advertisement until the Board of County Commissioners meets to authorize award. Such communication may result in disqualification.

Sealed Submittals and Envelope Markings: All responses shall be submitted in a sealed envelope or box. The outside of the envelope shall be clearly marked with the Consultant's Name and Return Address, RFQ #, Title, Date of opening, and Time of Opening.

Opening Location: Responses must be received by the Purchasing Division at 1800 27th Street, Vero Beach, FL 32960, on or before the closing hour and date listed in the Request for Qualifications. SOQs submitted after the stated time and date will not be accepted or considered.

Submission: Submit one marked original and five (5) copies of your SOQ, PLUS one electronic copy submitted on CD, USB drive or by email to purchasing@ircgov.com PRIOR to the due date and time for responses.

Public Record Exemption: Correspondence, materials, and documents received pursuant to this Invitation for Bid become public records subject to the provisions of Chapter 119, Florida Statutes. Should the Bidder assert any exemptions to the requirements of Chapter 119, Florida Statutes, and related statutes, the burden of establishing such exemption, by the way of injunctive or other relief as provided by law, shall be upon the Bidder.

Taxes: Indian River County is exempt from any taxes imposed by State and / or Federal Government. Exemption Certificates, if required, are to be furnished by the successful Consultant and will be filled out by the County.

Indemnification: The Consultant shall defend, indemnify and hold harmless the County and its commissioners, officers, employees and agents, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

Public Access: The Consultant shall comply with Florida's Public Records Law in accordance with the provisions of Chapter 119, Florida Statutes. Specifically, the Consultant shall keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service. The Consultant shall provide the public with access to public records on the same terms and conditions that the County would provide the records at a cost that does not exceed the costs provided in Chapter 119 or as otherwise provided by law. The Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. The Consultant shall meet all requirements for retaining public records and transfer, at no cost, to the County, all public records in possession of the Consultant upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

Public Entity Crimes: Pursuant to Florida Statutes Section 287.133(2)(a), all Consultants are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity (defined as the State of Florida, any of its departments or agencies, or any political subdivision); may not submit a bid,

proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes Section 287.017 for CATEGORY TWO [currently \$35,000] for a period of 36 months from the date of being placed on the convicted vendor list. A "public entity crime" 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, proposal, reply, 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 work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

Suspension and Debarment: Indian River County will not make award to parties listed on the government-wide exclusions in the System for Award Management (SAM). The Consultant agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Scrutinized Companies Lists: The Consultant certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, Consultant certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. The County may terminate this Contract if Company is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes. County may terminate this Contract if Company, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies, that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

Accordingly, firms responding to this solicitation shall return with their response an executed copy of the attached "Certification Regarding Prohibition Against Contracting With Scrutinized Companies." Failure to return this executed form with submitted bid/proposal/statement of qualifications will result in the response being deemed non-responsive and eliminated from consideration.

Nondiscrimination: Indian River County will not knowingly do business with vendors or contractors who discriminate on the basis of race, color or national origin, sex, sexual orientation, gender identity, age and/or disability. Through the course of providing services to the County, Contractors shall affirmatively comply with all applicable provisions of Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as well as all other applicable regulations, guidelines and standards. Any person who believes their rights have been violated should report such discrimination to the County's Title VI/Nondiscrimination Coordinator through the office of the County Attorney.

Transit-related clauses: During the performance of this contract, the Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

(1.) **Compliance with Regulations:** The Consultant 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.

(2.) **Nondiscrimination:** The Consultant, 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 Consultant 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 Consultant, 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 Consultant of the Consultant’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 Consultant 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 (FDOT)*, the *Federal Highway Administration (FHWA)*, *Federal Transit Administration (FTA)*, *Federal Aviation Administration (FAA)*, and/or the *Federal Motor Carrier Safety Administration (FMCSA)* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information the Consultant shall so certify to the as FDOT, the FHWA, FTA, FAA, and/or the FMCSA as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) **Sanctions for Noncompliance:** In the event of the Consultant’s noncompliance with the nondiscrimination provisions of this contract, FDOT shall impose such contract sanctions as it or the as FDOT, the FHWA, FTA, FAA, and/or the FMCSA may determine to be appropriate, including, but not limited to: a. withholding of payments to the Consultant under the contract until the Consultant complies, and/or b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The Consultant shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as FDOT, the FHWA, FTA, FAA, and/or the FMCSA may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Consultant 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 Consultant 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).

E-Verify: Consultant must be registered with and use, at their sole expense, the Department of Homeland Security’s E-Verify system (www.e-verify.gov) to confirm the employment eligibility of all newly hired employees, as required by Section 448.095, F.S. Owner, contractor, and subcontractors may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Consultant is responsible for obtaining proof of E-Verify registration for all subcontractors/subconsultants. This requirement applies to any provider of services or goods.

Local Preference: Indian River County has no local ordinance or preferences, as set forth in section 255.0991(2), Florida Statutes, in place, therefore no preference prohibited by that section will be considered in the acceptance, review or award of this solicitation.

Regulations: It shall be the responsibility of the Consultant to assure compliance with any OSHA, EPA and / or other Federal or State of Florida rules, regulations, or other requirements, as each may apply.

Interpretations: No oral interpretations will be made to any Consultant as to the meaning of the RFQ documents. Every request for such an interpretation shall be made in writing, addressed and forwarded to Indian River County (purchasing@ircgov.com) ten (10) or more days before the date fixed for opening of the RFQ. The County shall not be responsible for oral interpretations given by any County employee. Every interpretation made to Consultants will be in the form of an Addendum, which if issued, will be sent promptly as is practical to all persons to whom RFQ documents have been issued. All such Addenda shall become part of the RFQ documents. Further, it shall be the responsibility of each Consultant, prior to submitting their SOQ, to contact Indian River County’s Purchasing Division at (772) 226-1416 to determine if addenda were issued and to make such addenda a part of their SOQ.

Applicable Law and Venue: Contract(s) resulting from this RFQ and all rights and duties of the parties hereto shall be governed by the laws of the State of Florida, including but not limited to the provisions of the Florida Uniform Commercial Code Chapters 671-679 F.S., for any terms and conditions not specifically stated in this solicitation and resulting agreement. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Contract shall be in Indian River County, Florida, or, in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida.

Conflict of Interest: Any entity submitting a bid, proposal, qualifications or entering into a contract with the County shall disclose any relationship that may exist between the contracting entity and a County Commissioner or a County Employee. The relationship with a County Commissioner or a County Employee that must be disclosed is as follows: *father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild*. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity. The disclosure of relationships shall be a sworn statement made on a County approved form. Failure to submit the form will be cause for rejection of the bid or proposal.

Prohibition Against Contingent Fees: If a contract is entered resulting from this request for qualifications, it shall include a prohibition against contingent fees statement, as required by FS 255.087.

Right to Protest: Any actual or prospective responding Consultant who is aggrieved in connection with a competitive selection process may protest to the Purchasing Manager. The protest shall be submitted to the Purchasing Manager in writing within seven (7) calendar days after the bidder or proposer knows or should have known of the facts giving rise to the protest. If the protest is not resolved by mutual agreement, the Purchasing Manager shall promptly issue a decision in writing, after consulting the Department and the Office of the County Attorney.

Awards: The County reserves the right to cancel the solicitation, reject any and all SOQs or waive any irregularity or technicality in submittals received. The County reserves the right to not make any award(s) under this solicitation.

Termination by the County: The County reserves the right to terminate a contract by giving thirty (30) days notice, in writing, of the intention to terminate, if at any time the Consultant fails to abide by or fulfill any of the terms and conditions of the contract. The County also reserves the right to terminate this contract for convenience of the County and / or with or without cause.

Compliance with Laws and Regulations: Consultant agrees that they will comply with all Federal, State, and Local Laws and Regulations applicable to the production, sale, and delivery of the goods or the furnishing of any labor or services called for by this solicitation and resulting agreement, and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference. Noncompliance may be considered grounds for termination of contracts.

Insurance:

The Consultant shall provide, prior to execution of the contract, the insurance required under this section for approval by the County. Firm’s insurance shall be primary. The County shall be named as an additional insured for both General Liability and Automobile Liability. The awarded firm shall maintain the following limits of insurance during the term duration of this agreement.

General Liability

- Each Occurrence \$500,000
- Fire Damage-any one fire \$50,000
- Medical Expenses-any one person \$5,000
- Personal and Advertising Injury \$500,000
- General Aggregate \$500,000

Combined Single Limit \$500,000

Automobile Liability – Combined Single Limit \$500,000

Worker's Compensation as required by the State of Florida

Each accident \$100,000

Each Disease – Each employee \$100,000

Each disease – policy limit \$500,000

Professional Liability Insurance

\$1,000,000 per occurrence

\$2,000,000 aggregate combined single limit

\$5,000 maximum deductible per claim

The policy shall cover the firm, all employees, and/or volunteers, and all independent contractors, subcontractors and professional contractual persons hired or retained by contractor.

All above insurance policies shall be placed with insurers with a Best's rating of no less than A-VII. The insurer chosen shall also be licensed to do business in Florida. The insurance policies procured shall be "Claims Made" policies or as generally available on the open insurance market.

The Insurance Carriers shall supply Certificates of Insurance evidencing such coverage to the Indian River County Risk Management Department prior to the execution of this Agreement.

The insurance companies selected shall send written verification to the Indian River County Risk Management Department that they will provide 30 days written notice to the Indian River County Department of Risk Management of its intent to cancel or terminate.

FDOT Approval: Any and all contract award(s) shall have the prior review and approval of the Florida Department of Transportation (FDOT) in accordance with paragraph 12.0 of the Joint Participation Agreement for FHWA PL Funding. The FDOT reserves the right to review the contracts and qualifications of any Consultant or contractor and to approve or disapprove the employment of the same. Contracting will be in accordance with the requirements of 23 CFR Part 172 and Attachment O to OMB Circular No. A-102. Where the project involves a Consultant contract for planning, engineering, architectural or surveying services, the Indian River County Metropolitan Planning Organization shall comply with the provisions of Section 287.055, Florida Statutes, known as the Consultants' Competitive Negotiation Act.

Disadvantaged Business Enterprise Program:

In accordance with 49 CFR Part 26.21, and the FDOT DBE Program Plan, DBE participation on FHWA-assisted contracts must be achieved through race-neutral methods. 'Race neutral' means that the MPO can likely achieve the overall DBE goal of 10.65% through ordinary procurement methods. Therefore, no specific DBE contract goal may be applied to this project. Nevertheless, the MPO is committed to supporting the identification and use of DBEs and other small businesses and encourages all reasonable efforts to do so. Furthermore, the MPO recommends the use of certified DBE's listed in the Florida Unified Certification Program (UCP) DBE Directory, who by reason of their certification are ready, willing, and able to provide and assist with the services identified in the scope of work. Assistance with locating DBEs and other special services are available at no cost through

FDOT's Equal Opportunity Office DBE Supportive Services suppliers. More information is available by visiting <http://www.fdot.gov/equalopportunity/serviceproviders.shtm> or calling 850-414-4750.

Consistent with 49 CFR 26.13(b), the Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant 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; FDOT MPO Program Management Handbook Office of Policy Planning 10-20
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the Consultant from future bidding as non-responsible.

Equal Opportunity Compliance/Bidder Opportunity List: Federal law requires states to maintain a database of all firms that are participating or attempting to participate in DOT-assisted contracts. To assist the Department in this endeavor, consultants should have already submitted their Bid Opportunity List through the Department's Equal Opportunity Compliance System found at the following link:

<https://fdotwp1.dot.state.fl.us/EqualOpportunityCompliance/Account.aspx/LogIn?ReturnUrl=%2fEqualOpportunityCompliance>. If you have not yet completed your bid opportunity list through this online application, please do so at this time. Prime Consultants can obtain access to the new EOC system by filling out the [Contractors and Consultants New Users Access Form](#). Please complete the form and submit it to EOOHelp@dot.state.fl.us.

Consultants please be reminded that if you are selected on this project, you need to enter your subconsultant commitments of each task work order in the Equal Opportunity website after invoice has been paid in CITS. Also, if you are awarded amendments to task work orders, the subconsultant commitments will also need to be reported after the respective invoice has been paid.

Prompt Payment: The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than fourteen (14) days from the receipt of each payment the prime contractor receives from the County. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced timeframes may occur only for good cause following written approval of the County. This clause applies to both DBE and non-DBE subcontractors. Noncompliance with these procedures may result in contract termination by the County and legal action against the contractor, if warranted.

Restrictions, Prohibitions, Controls, and Labor Provisions: Pursuant to Section 19 of the MPO Agreement with FDOT:

- A. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided

in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

- B. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- C. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the MPO.
- D. Neither the MPO nor any of its contractors and consultants or their subcontractors and subconsultants shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the MPO or the entities that are part of the MPO during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the MPO, the MPO, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the MPO or the locality relating to such contract, subcontract or arrangement. The MPO shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors and consultants to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the MPO or of the locality during his or her tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the MPO and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- E. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

Indian River County reserves the right to accept or reject any or all proposals in whole or in part and waive all any technicality or irregularity.

FIRM INFORMATION

Communications concerning this statement of qualifications shall be addressed to:

| | | | |
|----------------------|--|--------------|--|
| Company Name | | | |
| Tax ID Number | | W-9 | Attached <input type="checkbox"/> |
| Contact Name | | Phone | |
| Title | | Email | |
| Address | | | |
| | | | |
| | | | |

The following addenda are hereby acknowledged:

| Addendum Number | Date |
|-----------------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

1. How many years has your organization been providing these services? _____

2. List State of Florida Registration Number(s): _____

3. List government agencies and private firm(s) with whom you have completed similar work:

Agency/Firm Name: _____

Address: _____

Contact Name: _____ Title: _____

E-Mail: _____ Phone: _____

Services Provided: _____

Dates of Service: _____

Agency/Firm Name: _____

Address: _____

Contact Name: _____ Title: _____

E-Mail: _____ Phone: _____

Services Provided: _____

Dates of Service: _____

Agency/Firm Name: _____
Address: _____
Contact Name: _____ Title: _____
E-Mail: _____ Phone: _____
Services Provided: _____

Dates of Service: _____

Agency/Firm Name: _____
Address: _____
Contact Name: _____ Title: _____
E-Mail: _____ Phone: _____
Services Provided: _____

Dates of Service: _____

4. Date Registered with e-Verify.gov: _____ Certificate # _____

5. List all ligation cases during the past three (3) years in which the Consultant has been a named party.

Use additional sheets, as necessary.

| Year filed | Case number | Venue | Description |
|------------|-------------|-------|-------------|
| | | | |
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**APPENDIX A - SWORN STATEMENT UNDER SECTION 105.08, INDIAN RIVER COUNTY CODE, ON
DISCLOSURE OF RELATIONSHIPS**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement **MUST** be submitted with Bid, Proposal or Contract No. 2022073
for RFQ for MPO GPC

2. This sworn statement is submitted by: _____

(Name of entity submitting Statement)

whose business address is:

_____ and its Federal Employer Identification Number (FEIN) is _____

3. My name is _____
(Please print name of individual signing)

and my relationship to the entity named above is _____

4. I understand that an “affiliate” as defined in Section 105.08, Indian River County Code, means:

The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity.

5. I understand that the relationship with a County Commissioner or County employee that must be disclosed as follows:

Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the

entity, have any relationships as defined in section 105.08, Indian River County Code, with any County Commissioner or County employee.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents, who are active in management of the entity have the following relationships with a County Commissioner or County employee:

| Name of Affiliate or entity | Name of County Commissioner or employee | Relationship |
|--------------------------------|--|--------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ____ day of _____ 20____, by _____ (name of person making statement).

(Signature of Notary Public - State of Florida)
(Print, Type, or Stamp Commissioned Name of Notary Public)

who is personally known to me or who has produced _____ as identification.

APPENDIX B - CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

(This form **MUST** be submitted with your response)

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Name of Respondent: _____

By: _____
(Authorized Signature)

Title: _____

Date: _____

APPENDIX C - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Signature of Consultant's Authorized Official

Name and Title of Consultant's Authorized Official

Date

**APPENDIX D - CERTIFICATION REGARDING DEBARMENT, SUSPENSION
INELIGIBILITY AND VOLUNTARY EXCLUSION**

(1) The CONSULTANT certifies, by submission of this SOQ, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this SOQ.

Signature of Proposer's Authorized Official

Name and Title of Proposer's Authorized Official

Date

APPENDIX E – FEDERAL REQUIREMENTS

The following are requirements of the successful consultant that are conditions of the Federal grant funds available to this project. As noted in each section below, these requirements contain both certifications and requirements applicable to proposers that choose to respond to this Request for Qualifications, as well as certifications and requirements of the successful proposer. All applicable provisions will be included in the professional services contract awarded as an outcome of this selection process.

A. Energy Conservation

The successful candidate will agree to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

B. Clean Water

(1) The successful candidate will agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The successful candidate will agree to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The successful candidate also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

C. Lobbying

See Appendix C.

D. Access to Records and Reports

The following requirements apply to access to records:

1) Where the County is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R.18.36(i), the successful candidate will agree to provide the County, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the successful candidate which are directly pertinent to the proposed contract for the purposes of making audits, examinations, excerpts and transcriptions. The successful candidate also will agree, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Consultant access to the successful candidate's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2) Where the County enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the successful candidate will make available records related to the contract to the County, the Secretary of Transportation and the Comptroller General or

any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

3) The successful will agree to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

4) The successful candidate will agree to maintain all books, records, accounts and reports required under the proposed contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of the proposed contract, in which case the successful candidate will agree to maintain same until the County, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

5) FTA does not require the inclusion of these requirements in subcontracts.

E. Federal Changes

The successful candidate will at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the County and FTA, as they may be amended or promulgated from time to time during the term of the proposed contract. The successful candidate's failure to so comply shall constitute a material breach of this contract.

F. Clean Air

1) The successful candidate will agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The successful candidate will agree to report each violation to the County and understands and will agree that the County will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

2) The successful candidate will also agree to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

G. Recycled Products/Recovered Materials

The successful candidate will agree to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

H. No Obligation by the Federal Government

1) The County and the successful candidate will acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying

contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the County, successful candidate, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

2) The successful candidate will agree to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the sub-consultant who will be subject to its provisions.

I. Program Fraud and False or Fraudulent Statements or Related Acts

1) The successful candidate will acknowledge that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the proposed project. Upon execution of the underlying contract, the successful candidate will certify and affirm the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the successful candidate will further acknowledge that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate.

2) The successful candidate will also acknowledge that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Federal Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the successful candidate, to the extent the Federal Government deems appropriate.

3) The successful candidate will agree to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the sub-consultant who will be subject to the provisions.

J. Termination

Upon written notice, the Consultant agrees that the Federal Government may suspend or terminate all or any part of the Federal assistance to be provided for the Project if the Consultant has violated the terms of the Grant Agreement or Cooperative Agreement for the Project including the Master Agreement, or if the Federal Government determines that the purposes of the laws authorizing the Project would not be adequately served by the continuation of Federal assistance for the Project. The Consultant understands and agrees that any failure to make reasonable progress on the Project or any violation of the Grant Agreement or Cooperative Agreement for the Project, or the Master Agreement that endangers substantial performance of the Project shall provide sufficient grounds for the Federal Government to terminate the Grant Agreement or Cooperative Agreement for the Project. In general, termination of Federal assistance for the Project will not invalidate obligations properly incurred by the Consultant before the termination date to the extent those obligations cannot be canceled. If, however,

the Federal Government determines that the Consultant has willfully misused Federal assistance by failing to make adequate progress, by failing to make reasonable and appropriate use of Project property, or by failing to comply with the terms of the Grant Agreement or Cooperative Agreement for the Project including the Master Agreement, the Federal Government reserves the right to require the Consultant to refund the entire amount of Federal assistance provided for the Project or any lesser amount as the Federal Government may determine. Expiration of any Project time period established for the Project does not, by itself, constitute an expiration or termination of the Grant Agreement or Cooperative Agreement for the Project.

K. Suspension and Debarment

This proposed contract is a covered transaction for purposes of 49 CFR Part 29. As such, the successful candidate will be required to verify that none of the consultant, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The successful candidate is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. *By submitting its qualifications in response to this solicitation, the consultant certifies as follows:*

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

L. ADA Access

The successful candidate will agree to comply with all applicable requirements of the Americans with Disabilities Act of 1990(ADA), as amended, 42 USC 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 USC 794; 49 USC 5301(d); and any implementing requirements FTA may issue. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from the proposed contract.

M. Civil Rights

1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the successful candidate will agree that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the successful candidate will agree to comply with applicable Federal implementing regulations and other implementing requirements U.S. DOT may issue.

2) Equal Employment Opportunity - The following equal employment opportunity requirements will apply to the proposed contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Consultant agrees to comply with any implementing requirements U.S. DOT may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements U.S. DOT may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Consultant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements U.S. DOT may issue.

3) The successful candidate will also agree to include the foregoing requirements in each subcontract financed in whole or in part with Federal assistance provided by U.S. DOT, modified only if necessary to identify the affected parties.

N. Breaches and Dispute Resolution

Disputes – Disputes regarding the proposed contract will be handled as follows: Disputes arising in the performance of the proposed agreement which are not resolved by agreement of the parties shall be decided in writing by the County Project Manager. This decision shall be final and conclusive unless within ten (10)] days from the date of receipt of its copy, the Consultant mails or otherwise furnishes a written appeal to the County Administrator. In connection with any such appeal, the Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the

County Administrator shall be binding upon the Consultant and the Consultant shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the County, the successful candidate will continue performance under the proposed agreement while matters in dispute are being resolved.

O. Disadvantaged Business Enterprises

See p. 14 under General Instructions.

P. Incorporation of Federal Transit Administration Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the proposed contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the proposed agreement. The successful candidate shall not perform any act, fail to perform any act, or refuse to comply with any County requests which would cause the County to be in violation of the FTA terms and conditions.