



REQUEST FOR QUALIFICATION (RFQ)

NO. 0063-11-KR-RC

Transportation Planning Services

March 24, 2011

TABLE OF CONTENTS

<u>SECTION</u>	<u>DESCRIPTION</u>
1.	General Information
2.	Scope of Services/Project Description
3.	Schedule of Events
4.	Pre-Submittal Conference
5.	Access to Meetings
6.	Requests for Clarifications
7.	Statement of Qualification (SOQ) Content Requirements
8.	Interviews
9.	Submitting SOQs
10.	Evaluation Criteria
11.	Disadvantaged Business Enterprise Participation
12.	Not Used
13.	Contract Award
14.	Right of Rejection
15.	General Terms and Conditions
16.	Confidentiality
17.	Grievance Procedure
18.	Selection Process
19.	Federal Required Clauses
20.	E-Verify
21.	Conflict of Interest
22.	Lobbying Blackout Period
23.	Availability of Funds
24.	Severability
25.	Remedies
26.	Enforcement Costs

ATTACHMENTS TO THIS RFQ

Attachment A – Scope of Services
Attachment B – CRTPA Recommended Experience Table
Attachment C – DBE Utilization Form
Attachment D – Statement of Good Faith Efforts

SECTION 1.0 GENERAL INFORMATION

On behalf of the Capital Region Transportation Planning Agency (herein may be referred to as "CRTPA"), the City of Tallahassee Procurement Services Office is requesting written Statement of Qualifications (SOQ) from Planning Teams to provide Transportation Planning Services. The Team should demonstrate experience in the following areas: Model Simulation, Analyses and Forecasting, Safety Planning, Efficient Transportation Decision-Making (ETDM) Support, Grant Writing, Disaster Recovery Plan and ITS Development, Scope of Service Development, Project Cost Estimation, Bike and Pedestrian Program Support, Mapping Graphics and GIS Support, Congestion Management, Air Quality Analysis, Complete Streets Development, Vehicle Miles Traveled (VMT) Program and Applications, Transportation and Land Use Connections, Private/Public Partnership Development Strategies, Transit System Development, Webpage Support, Public Involvement, Economic Development – port, rail and highway access.

SECTION 2.0 SCOPE OF SERVICES/PROJECT DESCRIPTION

See Scope of Services (Attachment A)

SECTION 3.0 SCHEDULE OF EVENTS

The proposed time schedule as related to this procurement is as follows:

EVENT	DATE/TIME
Release of RFQ	April 4, 2011
Pre-Submittal Meeting (Mandatory)	April 12, 2011
Deadline for Questions/Inquiries	April 15, 2011
SOQ Due Date/Time (Deadline)	May 3, 2011
Preliminary Scoring/Ranking of SOQs and Shortlist Teams	May, 2011
Interviews of Short-listed Teams	May, 2011
Final Scoring/Ranking and Recommended Team(s)	May, 2011
Anticipated Award	June, 2011

SECTION 4.0 PRE-SUBMITTAL CONFERENCE (MANDATORY)

4.1 A MANDATORY pre-submittal conference will be held as follows:

DATE/TIME: April 12, 2011 at 9:00 AM

**LOCATION: 2ND FLOOR CONFERENCE ROOM, GEMINI BUILDING,
TALLAHASSEE, FLORIDA**

NOTE 1: PROSPECTIVE TEAMS MUST ATTEND THIS CONFERENCE IN ORDER TO SUBMIT AN SOQ. A TEAM CAN BE REPRESENTED BY A SINGLE FIRM. SOQS WILL NOT BE ACCEPTED FROM TEAMS NOT REPRESENTED AT THIS MANDATORY MEETING.

- 4.2 Enter the Gemini Building from the main entrance on the parking deck on Adams Street. All visitors to this conference will be required to pass through security check. Before proceeding to the scheduled conference location, you will be required to obtain a VISITOR pass. Be prepared to present valid identification and sign-in at the security desk. The security measures will take a few minutes so please plan accordingly to arrive on time.
- 4.3 The purpose of the pre-submittal conference is to provide respondents with detailed information concerning this solicitation and to address questions and concerns. Representatives from the Minority Business Office, Procurement Services Division, and the CRTPA will be present to address questions concerning minority business participation, SOQ submittal requirements, and technical scope of work, respectively.
- 4.4. Respondents are cautioned that in no event shall failure to familiarize themselves with the requirements of this solicitation, or to resolve ambiguous or inconsistent terms or conditions of this solicitation or proposed contract, constitute grounds for a claim of any kind after contract award.

SECTION 5.0 ACCESS TO MEETINGS

Persons with disabilities requiring reasonable accommodations to attend meetings, please call **Kent Rickey, PROCUREMENT SERVICES DIVISION, PHONE: (850) 891-8282, or through FRS TDD at 771** at least forty-eight (48) hours in advance (excluding weekends and holidays). Notice of all public meetings will be posted in the Procurement Services Division, City Hall, 300 S. Adams St, Tallahassee, FL as far in advance of the meeting as possible.

SECTION 6.0 REQUESTS FOR CLARIFICATIONS

ALL questions concerning this RFQ must be directed in writing to **Kent Rickey, PROCUREMENT SERVICES DIVISION, PHONE: (850) 891-8282, E-MAIL: kent.rickey@talgov.com or through FRS TDD at 771**. All telephone conversations are considered to be unofficial responses and will not be binding. Changes to this RFQ may be made by issuance of an addendum.

SECTION 7.0 STATEMENT OF QUALIFICATION CONTENT REQUIREMENTS

- 7.1 A prospective service provider's response to this Statement of Qualification (SOQ) should, at a minimum, include the following information as provided in **TAB 1** thru **TAB 5**, herein, in 12 point, Times New Roman font. Please note that the SOQ should address the requirements in a clear and concise manner in the order stated herein. SOQs that do not adhere to the following format or include the requested information/documents will be incomplete and therefore non-responsive.

- 7.2 The CRTPA reserves the right to seek additional/supplemental representation on specific issues as needed.
- 7.3 SOQs must be separately tabbed as follows and must include the information/documents specified in the applicable tab.
- 7.4 The response must contain a manual signature of an authorized representative of the responding Team.
- 7.5 The following information is required in the submittal in order to evaluate and rank each applicant. The Selection Committee will objectively evaluate the applicants' responses. **A maximum total of 100 points will be assigned.**

TAB 1 - EXECUTIVE SUMMARY/GENERAL INFORMATION

Present in brief, concise terms, a summary level description of the contents of the SOQ and of your company and its capabilities. The signer of the SOQ must declare that the SOQ is in all respects fair and in good faith without collusion or fraud, and that the signer of the SOQ has the authority to bind the principal proposer. At a minimum the following information will be included:

- a. Name of Firm
- b. Mailing Address of Firm
- c. Physical Address of Firm
- d. Name of Contact Person
- e. Phone Number
- f. Fax Number
- g. Cell Phone Number
- h. E-mail Address
- i. Business Structure
- j. Number of Years Firm in Business
- k. Proof of Liability Insurance

TAB 2 – TEAM QUALIFICATIONS

Provide a two page summary of experience for each Task in the Scope of Services (**Attachment A**) for your Team (not per Team member) including:

- a. Type of work.
- b. Location.
- c. Length of time to complete project.
- d. Partnership or sole source.
- e. Cost.
- f. Approach to project.
- g. Up to three references (related to projects that were worked on in the last five years) including name, title, phone number and a brief description of the project and the work performed.
- h. Any feedback received from the project (awards, letters of achievement, letters of commendation, etc....).

TAB 3 – STAFF QUALIFICATIONS

This section should express the general and specific project related capability of your staff that will be assigned to this project, per the **Section 2.0 Scope of Services**, including management, technical, field and support staff. For quick reference the CRTPA requests the use of an Experience Table (an example is shown as **Attachment B**). Lastly, provide a brief resume (1 page) including, but not limited to:

- a. Name and title.
- b. Job assignment for other projects.
- c. Job assignment for this project.
- d. Percentage of time to be assigned full time to this project.
- e. How many years with this firm.
- f. How many years with other firms.
- g. Experience
 - (1) TAB 2 projects
 - (2) Other relevant projects
 - (3) What was the specific project involvement?
- g. Education.
- h. Active registration (AICP, PE, etc...).

TAB 4 – DBE PLAN & MBE CERTIFICATION

- a. Present a narrative description/Plan of how the DBE goal of 8.18% fee participation will be met or exceeded during the course of this project. This Plan should explain the work scope designated for each DBE firm, the duration of and phases in which the assignments occur and how the assignments coordinate within the overall project plan. (2 Pages Maximum for Plan)
- b. For each DBE firm on your team, include **Attachment C** (DBE Utilization Form) along with their Certification documents.
- c. If there are no DBE firms on your team, complete the Statement of Good Faith Effort (**Attachment D**) and include in **TAB 4**. The DBE submission requirements are detailed in **Section 11** of this RFP.

TAB 5 – OTHER ATTACHMENTS

- Local Vendor Certification (**Attachment E**)
- Acknowledged Addenda

SECTION 8.0 INTERVIEWS

After the SOQs have been evaluated, the Selection Committee will shortlist three (3) Teams. Shortlisted respondents will be interviewed (not making presentations), by the Selection Committee. The selected Teams are expected to respond to any question asked of the proposal based on the Scope of Services (**Attachment A**). **Lastly, up to six (6) Team Members may be present during the interview process.**

SECTION 9.0 SUBMITTING STATEMENT OF QUALIFICATIONS

9.1 SOQs shall be submitted as follows:

9.1.1 All SOQs must be in writing and in complete sets: **ONE ORIGINAL (SO IDENTIFIED) AND FIVE (5) COMPLETE COPIES (SO IDENTIFIED).**

9.1.2 All SOQs shall be submitted in a sealed envelope/container, which will be received (recorded and clocked-in) at:

**CITY OF TALLAHASSEE
PROCUREMENT SERVICES DIVISION
300 S. ADAMS STREET, MAIL STOP # A-28
TALLAHASSEE, FLORIDA, 32301-1731**

NOT LATER THAN THE DATE/TIME SPECIFIED ABOVE IN SECTION 3.0 LATE SOQS WILL NOT BE CONSIDERED FOR EVALUATION.

9.1.3 The front of each SOQ envelope/container shall contain the following information for proper identification:

- The name and address of the proposer
- The word "SOQ" and the RFQ number
- The time/date specified for receipt of SOQs
- The number of each envelope/container submitted (i.e. "1 of 3", "2 of 3", "3 of 3")

9.1.4 The responsibility for submitting the SOQ to the Procurement Services Division on or before the above stated time and date is solely that of the proposer. The City of Tallahassee or CRTPA will in no way be responsible for delays in mail delivery or delays caused by any other occurrence.

9.1.5 All SOQs must be in writing. Non-responsive SOQs will not be considered. The signer of the SOQ must declare that the SOQ is in all respects fair and in good faith without collusion or fraud and that the signer of the SOQ has the authority to bind the principal proposer.

9.1.6 The City/CRTPA shall not be liable for any costs incurred by a proposer prior to entering into a contract. Therefore, all proposers are encouraged

to provide a simple, straightforward, and concise description of their ability to meet the project requirements.

9.1.7 Teams responding to this RFQ must be available for in-person interviews.

SECTION 10.0 EVALUATION CRITERIA

Evaluation of SOQs/interviews will be performed consistent with the following criteria:

SOQ Criteria	Rating Points
Experience and Ability	50
Past Performance	40
Disadvantaged Business Enterprise Participation	10
SOQ Criteria Subtotal	100
Interview Criteria	Rating Points
Approach and Methodology	25
Understanding of Project Requirements	25
Interview Criteria Subtotal	50
Maximum Points Allowed	150

As part of the evaluation process, shortlisted respondents shall be required to participate in the Interview process (**Section 8.0**).

SECTION 11.0 DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

Disadvantaged Business Enterprises (DBE) 49 CFR Part 26

- 11.1 This proposal is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises (DBE) in Department of Transportation Financial Assistance Programs. A contract goal of **8.18%** DBE participation has been established for this project.
- 11.2 The proposer shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The proposer shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the proposer to carry out these requirements is considered a material breach, which may result in the removal of this proposal or such other remedy as the CRTPA deems appropriate. Each subcontract the proposer signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- 11.3 Proposals are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. The acceptance of any proposal is conditioned upon submission of the following information:

- a. The names and addresses of DBE firms that will participate in this proposal;
- b. A description of the work each DBE will perform;
- c. The dollar amount of the participation of each DBE firm participating;
- d. Written documentation of the proposer's commitment to use a DBE subcontractor whose participation it submits to meet the DBE goal;
- e. Written confirmation from the DBE that it is participating in the proposal as provided in the prime proposer's commitment; and
- f. If the proposal goal is not met, evidence of good faith efforts to do so (**Attachment D**).

Proposer's must present the information required above under **TAB 4**.

- 11.4. The proposer is required to pay its DBE subcontractors performing work related to this proposal for satisfactory performance of that work no later than 30 days after the proposer's receipt of payment for that work from the CRTPA.
- 11.5. The proposer must promptly notify the CRTPA, whenever a DBE subcontractor performing work related to this proposal is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The proposer may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the CRTPA.
- 11.6. All DBE's must be certified when the proposal is submitted on **Check time table for date**.
- 11.7. The listing of qualified DBE's can be found at:

<http://www2.dot.state.fl.us/procurement/lppc/listmenu.htm>

SECTION 12.0 THIS SECTION DELETED IN ITS ENTIRETY

SECTION 13.0 CONTRACT AWARD

- 13.1 The CRTPA reserves the right to incorporate the successful Team's proposal into a contract. Failure of a Team to accept this obligation may result in the cancellation of any award.
- 13.2 The selected Team(s) will be required to assume responsibility for all services offered in the proposal. The CRTPA will consider the selected Team(s) primary firm to be the sole point of contact with regard to contractual matters, including payment of any or all charges.
- 13.3 A copy of the recommended ranking and award will be available for review in the Purchasing Division upon completion of the evaluation by the committee.

Vendors may obtain a copy of the final ranking from the City's web site at:

Web site at: <http://talgov.com/dma/procurement/bidinfo.cfm>.
Then click on: ([View all bid information on DemandStar's website](#))

SECTION 14.0 RIGHT OF REJECTION

The CRTPA reserves the right to waive any informality in any SOQ, to reject any or all SOQs in whole or in part, with or without cause, and/or to accept the SOQ that in its judgment will be in the best interest of the CRTPA region and its citizens.

CRTPA reserves the right, and has absolute and sole discretion, to cancel its RFQ at any time prior to approval of the award by the CRTPA. The decision by CRTPA to cancel a RFQ cannot be the basis for a protest.

Additionally, the CRTPA reserves the right to request clarification of information submitted and to request additional information of one or more proposers.

Any SOQ may be withdrawn until the date and time set above for the submission of the SOQ.

SECTION 15.0 GENERAL TERMS AND CONDITIONS

15.1 CIVIL RIGHTS REQUIREMENTS

The Civil Rights requirements for this proposal can be found in the following Codes:

**29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.**

15.1.1 Applicability to Contracts

The Civil Rights Requirements apply to all proposals.

15.1.2 Flow Down

The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

The following requirements apply to the underlying proposal:

- a. 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 proposer agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the proposer agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

- b. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 - 1. 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 proposer 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 proposer 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 proposer agrees to comply with any implementing requirements FTA may issue.
 - 2. 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 proposer agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the proposer agrees to comply with any implementing requirements FTA may issue.
 - 3. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the proposer 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 proposer agrees to comply with any implementing requirements FTA may issue.

- c. The proposer also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

15.2 PUBLIC ENTITY CRIMES

As required by Florida State Statute 287.133, (2 (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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or a public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, 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 s.287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Any person must notify the City within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person.

15.3 INDEMNIFICATION

The consultant shall indemnify and save harmless the City and CRTPA, its officials and employees, from all losses, damages, costs, expenses, liability, claims, actions, and judgments of any kind whatsoever brought or asserted against, or incurred by, the City and CRTPA, including without limitation attorney's fees and costs of litigation, to the extent that the same arise out of or are caused by any act or omission of the consultant, its subconsultants or subcontractors, or by the employees, officers, directors, or agents of the consultant, or its subcontractors.

15.4 ISSUANCE OF ADDENDA

- 15.4.1 If this solicitation is amended, the City will issue an appropriate addendum to the solicitation. If an addendum is issued, all terms and conditions that are not specifically modified shall remain unchanged.
- 15.4.2 Respondents shall acknowledge receipt of each addendum to this solicitation using one of the following methods:
 - By signing and returning the addendum;
 - By signed letter;
 - By signed facsimile (subject to the conditions specified in the provision entitled "FACSIMILE DOCUMENTS").

- 15.4.3 The City must receive the acknowledgment by the time and date, and at the location specified for receipt of proposals.

15.5 PAYMENT

15.5.1 Prompt Pay Policy

It is the policy of the City of Tallahassee and CRTPA to fully implement the provisions of the State of Florida Prompt Payment Act. For more information, refer to Florida State Statute 218.7.

15.5.2 Withholding Payment

In the event a contract is canceled under any provision herein, the CRTPA may withhold from the Contractor any monies owed on that or any contract, an amount sufficient to compensate for damages suffered because of the violation resulting in cancellation.

15.6 INSURANCE REQUIREMENTS

Prior to commencing work, the Consultant shall procure and maintain at Consultant's own cost and expense for the duration of the agreement the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Consultant, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be included in Consultant's proposal.

15.6.1 Consultant shall maintain limits no less than:

Commercial General/Umbrella Liability Insurance - \$1,000,000 limit per occurrence for property damage and bodily injury. The service provider should indicate in its proposal whether the coverage is provided on a claims-made or preferably on an occurrence basis. The insurance shall include coverage for the following:

- Premise/Operations
- Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
- Products/Completed Operations
- Contractual
- Independent Contractors
- Broad Form Property Damage
- Personal Injury

Business Automobile/Umbrella Liability Insurance - \$1,000,000 limit per accident for property damage and personal injury.

- Owned/Leased Autos
- Non-owned Autos
- Hired Autos

Workers' Compensation and Employers'/Umbrella Liability Insurance - Workers' Compensation coverage with benefits and monetary limits as set forth in Chapter 440, Florida Statutes. This policy shall include Employers'/Umbrella Liability coverage for \$1,000,000 per accident. Workers' Compensation coverage is required as a condition of performing work or services for the City whether or not the Contractor or Vendor is otherwise required by law to provide such coverage.

Professional Liability Insurance - \$2,000,000 or as per project (ultimate loss value per occurrence).

15.6.2 Other Insurance Provisions

15.6.2.1 *Commercial General Liability and Automobile Liability Coverage's*

- The CRTPA, members of its Board, committees, officers, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor or premises on which Contractor is performing services on behalf of the CRTPA. The coverage shall contain no special limitations on the scope of protection afforded to the members of the CRTPA Board and committees, officers, agents, employees and volunteers.
- The Contractor's insurance coverage shall be primary insurance as respects the CRTPA, members of its Board, committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the CRTPA, members of its Board, committees, officers, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CRTPA, members of its Board, committees, officers, agents, employees and volunteers.
- Coverage shall state that Contractor's insurance shall apply separately to each insured against whom a claim is

made or suit is brought, except with respect to the limits of the insurer's liability.

15.6.2.2 *Workers' Compensation and Employers' Liability and Property Coverage's*

The insurer shall agree to waive all rights of subrogation against the CRTPA, members of its Board, committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of services under this Agreement.

15.6.2.3 *All Coverage's*

- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the CRTPA.
- If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. The CRTPA, at its sole option, may terminate this Agreement and obtain damages from the Contractor resulting from said breach.
- Alternatively, the CRTPA may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to Contractor, the CRTPA may deduct from sums due to Contractor any premium costs advanced by the CRTPA for such insurance.
- The CRTPA named as "additional insured" as its interest may appear.

15.6.2.4 *Deductibles and Self-Insured Retention's*

Any deductibles or self-insured retention's must be declared to and approved by the CRTPA. At the option of the CRTPA, the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects the CRTPA, members of its Board, committees, officers, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expenses.

15.6.2.5 *Acceptability of Insurers*

Insurance is to be placed with Florida admitted insurers rated B+X or better by *A.M. Best's* rating service.

15.6.2.6 Verification of Coverage

Contractor shall furnish the CRTPA with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the CRTPA before work commences.

15.6.2.7 Subcontractors

Contractor shall include each of its subcontractors as insureds under the policies of insurance required herein.

SECTION 16.0 CONFIDENTIALITY

- 16.1 By submitting a proposal in response to this solicitation, a respondent acknowledges that City/CRTPA is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The respondent further acknowledges that any materials or documents provided to City may be "public records" and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by statute. Should a respondent provide City with any materials which it believes, in good faith, contain information which would be exempt from disclosure or copying under Florida law, the respondent shall indicate that belief by typing or printing, in bold letters, the phrase "Proprietary Information" on the face of each affected page of such material. The respondent shall submit to the City both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a respondent fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof. Note, the City does not consider cost proposals to be proprietary and this information will be made public. Cost proposals marked as proprietary or confidential will not be evaluated and zero points will be given.
- 16.2 Should any person request to examine or copy any material so designated, and provided the affected respondent has otherwise fully complied with this provision, City, in reliance on the representations of the respondent, will produce for that person only the redacted version of the affected material. If the person requests to examine or copy the complete version of the affected material, City shall notify the respondent of that request, and the respondent shall reply to such notification, in a writing that must be received by City no later than 4:00 p.m., ET,

of the second City business day following respondent's receipt of such notification, either permitting or refusing to permit such disclosure or copying. Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the respondent refuses to permit disclosure or copying, the respondent agrees to, and shall, hold harmless and indemnify City for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by City, or assessed or awarded against City, in regard to City's refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the respondent is not initially named as a party, the respondent shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any proposal submitted by a respondent in response to the RFP and shall constitute City's sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to the City.

SECTION 17.0 GRIEVANCE PROCEDURE

17.1 Right to Protest. Any prospective bidder, or Respondent may protest the provisions of a Request for Bids (IFB) or Request for Proposals (RFP).

i Protest of Specifications or Proceedings Prior to Bid Opening

Any actual or prospective bidder, or contractor, who is aggrieved in connection with the solicitation of a contract or bid, may protest on the grounds or irregularities in specifications or bid procedure.

ii Protest of Recommended Award

Any actual bidder or Respondent, who is aggrieved in connection with the evaluation of bids, the evaluation of proposals, or the staff recommendation regarding award of a contract, provided that such bidder or Respondent would have been awarded the contract but for the aggrieved action, may protest such evaluation or award recommendation.

17.2 Filing a Protest. A written protest shall be considered filed, for purposes of this procedure when all related items are actually delivered to and received by the Procurement Services Division. All protest shall be directed to the attention of the Manager for Procurement Services.

i For protest related to the specifications or proceeding of an IFB or RFP, a formal written protest must be filed no later than 72 hours (excluding weekends and holidays) prior to the scheduled bid opening date. Failure to timely file the written protest including the required protest bond/cashier's check, shall constitute a waiver of such protest.

ii For protest related to the evaluation of bids, evaluation of proposals, or staff recommendation regarding award of a contract, a written notice of intent to

protest must be filed with Procurement Services within 72 hours (excludes weekends and holidays) after posting of the intended recommendation regarding award, and a written protest, must be filed with the Procurement Services Division no later than 5:00 p.m., ET, on the seventh (7th) calendar day following the date on which the written notice of intent to protest was filed. A weekend commences at 12:00 a.m., ET, on Saturday and ends at the same time on the following Monday. A holiday begins at 12:00 a.m., ET, on the observed holiday and ends at the same time on the following day.

Such written protest shall state, with particularity the facts and grounds upon which the protest is based, and shall include references to applicable laws, statutes, ordinances, policies, or other authority on which the protest is based. Failure to timely file either the notice of intent or the written protest including the protest bond/cashier's check, shall constitute a waiver of such protest.

- 17.3 Protest Bond. Any person who files a formal written protest, shall post with the Procurement Services Division, at the time of filing the formal written protest, a cashier's check or bond payable to the City of Tallahassee in an amount equal to 1 percent of the City's estimate of the total volume of the contract or \$5,000, whichever is less. If the decision of the Protest Committee upholds the action taken by the City, then the City shall retain the amount in payment of a portion of the cost and expense, including but not limited to, time spent by City staff in responding to the protest and in conducting the evaluation of the protest. If the decision of the Protest Committee does not uphold the action taken by the City, then the City shall return that amount, without deduction, to the person or entity filing the protest

17.4 Stay of Procurement During Bid Protest

In the event protest is filed in accordance with the bid protest procedures herein, Procurement Services shall not proceed further with the solicitation or award of the contract until the Protest Committee has rendered a written decision regarding the protest or until the CRTPA Executive Director in consultation with the City Manager or designee makes a written determination that continuation of the process and award of a contract without delay is necessary to protect the substantial interest of the City.

17.5 Additional Information

For additional information concerning protest procedures, vendors may request a copy of the City's Purchasing Policy & Procedures Manual Section 2.0.

SECTION 18.0 SELECTION PROCESS

- 18.1 The Selection Committee will review and score all SOQs received (by the due date), and determine the shortlisted Teams (Teams with the highest scores) using the selection criteria established for this project.

- 18.2 The Selection Committee will conduct interviews of the shortlisted Teams and will establish ratings for each Team in accordance with the scoring criteria established for this project.
- 18.3 The Selection Committee will recommend the order of ranking for CRTPA Board approval.
- 18.4 The contract for this project will be negotiated with the shortlisted Team(s) ranked highest, as approved by the CRTPA Board.

SECTION 19.0 FEDERAL REQUIRED CLAUSES

19.1 BUY AMERICA REQUIREMENTS

49 U.S.C. 5323(j)
49 C.F.R. Part 661

19.1.1 Applicability to Contracts

The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$100,000).

19.1.2 Flow Down

The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. The \$100,000 threshold applies only to the grantee contract, subcontracts under that amount are subject to Buy America.

Mandatory Clause/Language

The Buy America regulation, at 49 CFR 661.13, requires notification of the Buy America requirements in FTA-funded contracts, but does not specify the language to be used. The following language has been developed by FTA.

Buy America - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for

rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

Date _____

Signature _____

Company Name _____

Title _____

19.2 LOBBYING 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

19.2.1 Applicability to Contracts

The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

19.2.2 Flow Down

The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

19.2.3 Mandatory Clause/Language

Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A.

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]

- Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A. Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

19.2.4 Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]

- Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization

for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

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APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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 making lobbying contacts to 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- (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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

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

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

19.3 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

Background and Applicability

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as “covered transactions.”

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Clause Language

The following clause language is suggested, not mandatory. It incorporates the optional method of verifying that contractors are not excluded or disqualified by certification.

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, 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 contractor 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 signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the

City of Tallahassee. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Tallahassee, 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.

SECTION 20.0 E-Verify

The Team shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Team during the term of the Contract to perform employment duties within Florida; and
2. All persons, including subcontractors, assigned by the Team to perform work pursuant to the contract with the Department.

SECTION 21.0 Conflict of Interest

The proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes 112.311. The proposer further represents that no person having any interest shall be employed for said performance.

The proposer shall promptly notify the CRTPA in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the proposer's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the proposer may undertake and request an opinion of the CRTPA as to whether the association, interest or circumstance would, in the opinion of the CRTPA, constitute a conflict of interest if entered into by the proposer.

The CRTPA agrees to notify the proposer of its opinion by certified mail within thirty (30) days of receipt of the notification by the proposer. If, in the opinion of the CRTPA, the prospective business association, interest or circumstance would not constitute a conflict of interest by the proposer, the CRTPA shall so state in the notification and the proposer shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CRTPA by the proposer under the terms of this Contract.

SECTION 22.0 Lobbying Blackout Period

A lobbying blackout period shall commence upon issuance of the solicitation until the CRTPA selects the successful proposer. For procurements that do not require CRTPA approval, the blackout period commences upon solicitation issuance and concludes upon contract award.

The CRTPA may void any contract where the CRTPA, City Mayors, one or more County Commissioners, or a county staff person has been lobbied in violation of the black-out period restrictions.

Applicants shall not direct any queries or statements concerning their proposal to the CRTPA, City or County Commissioner and/or staff during the selection process, from the time of submission of a SOQ until the execution of a contract. Any proposer who initiates any discussions with staff, other than staff designated in the RFQ in any manner other than that described herein is subject to disqualification from this procurement.

SECTION 23.0 Availability of Funds

The CRTPA's performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the Board, or other specified funding source for this procurement.

SECTION 24.0 Severability

If any term or provision of this RFQ and subsequent contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this RFQ and subsequent Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this RFQ and subsequent Contract shall be deemed valid and enforceable to the extent permitted by law.

SECTION 25.0 Remedies

This RFQ and subsequent Contract shall be governed by the laws of the State of Florida. Venue for any litigation involving this RFQ and subsequent contract shall be the Circuit Court in and for Leon County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 26.0 Enforcement Costs

If any legal action or other proceeding is brought for the enforcement of this RFQ and subsequent Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this RFQ and subsequent Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

Attachment A

Introduction

The Capital Region Transportation Planning Agency (CRTPA) hereby solicits Request for Qualifications (RFQ) for General Planning Consulting (GPC) tasks in support of the Adopted Unified Planning Work Program (UPWP). The work involves performing a variety of technical, graphical, public involvement, and product review activities on a work tasks basis.

The Consultant will be required to perform policy, planning and engineering analyses and to develop specific recommendations and products, and provide assistance to the CRTPA staff in the completion of some or all of the tasks as identified in Section I of this RFQ. All work performed by the Consultant will be in compliance with the “**Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users**” (SAFETEA-LU) or the latest Federal Transportation Policy and conform to the most recent State Laws, FDOT Policies, and Procedures including the Florida Transportation Plan (FTP).

The selected Consultant(s) performing the GPC tasks, shall assist the CRTPA staff by providing additional resources to accomplish tasks authorized by the CRTPA Board. The CRTPA will select a Team(s) based upon the requirements of Florida Statute 287.055, as amended, including review of RFQs received, selection and ranking of Teams for discussions and evaluations and selection of the Team(s) deemed to best serve the interests of the CRTPA. Lastly, the Consultant should demonstrate experience in innovative, integrated multimodal transportation planning, project development and people/goods oriented mobility.

Services

The services outlined in this RFQ will be accomplished using separate work orders as approved by the CRTPA Board and executed by the CRTPA Executive Director. A separate, detailed Scope-of-Services (SOS) will be developed by the Consultant for each task in coordination and with approval by the CRTPA Executive Director or Project Manager. Details of the Consultant’s specific responsibilities, the work to be done, and products to be delivered will be defined in the Task SOS along with the approved negotiated fee. No work will begin until the Consultant receives a Notice to Proceed (NTP) letter signed by the CRTPA Executive Director. The CRTPA will have sole discretion for assigning any specific service(s) to any Consultant(s) retained by the CRTPA as a GPC.

A. Tasks

The following list represents examples and is not all inclusive of the types of work which may be required of the GPC. This list is not an attempt to define exclusively those specific activities that the GPC will perform.

1. Model Simulation, Analyses and Forecasting. The Consultant(s) will maintain, at all times, the most current version of the Cube Voyager and the current version of the CRTPA’s Regional Mobility Plan Model.

Attachment A

The Consultant(s) should also maintain or have ready access to the latest versions of key traffic operations models, level of service Analysis models and other traffic simulation methodologies.

2. Safety Planning. The CRTPA is committed to safety planning and programming. The Consultant may be requested to assist the CRTPA with developing plans and programs to better provide the safety of the traveling public. Such activities may include, for example, the development of pedestrian crossings, medians, sidewalks to reduce conflicts between modes, or refinement of current bicycle and pedestrian safety programs and intergovernmental and interagency coordination on safety topics.
3. Efficient Transportation Decision-Making (ETDM) Support. The CRTPA has projects in the Regional Mobility Plan (RMP) that may require ETDM processing as they are developed. The Consultant should have the ability to develop Planning Screen inputs for this process.
4. Grant Writing. Given the ever changing world of transportation funding such as the **American Recovery and Reinvestment Act of 2009**, the CRTPA needs to be able to respond quickly to these efforts. The Consultant would be responsible for writing and being compliant with any legislation being put forward by the federal or state government.
5. Disaster Recovery Plan and ITS Development. Some of the members of the CRTPA are in coastal areas that could use assistance in developing strategies for natural disasters. However, the emphasis for these efforts are related more to recovery than to evacuation. The Consultant should be knowledgeable with adopted FDOT ITS architecture.
6. Scope of Service Development. The GPC may be required to develop scopes of service; level of effort estimates, estimated staffing requirements, estimated costs, and contract provisions for future CRTPA projects.
7. Project Cost Estimation. Based on the results of studies being performed in the CRTPA region, a consultant may be required to provide project cost estimation.
8. Bike and Pedestrian Program Support. The bicycle and pedestrian program in the CRTPA is growing with other members developing Bicycle and Pedestrian Master Plans. The need for some assistance in these efforts may be required for efforts at the City or County level for CRTPA members. This may include specific project development or master plan development as a whole.
9. Mapping, Graphics and GIS Support. The Consultant(s) may be required to prepare maps and graphics for display and distribution related to the corridor studies, sub-area studies and special transportation studies. These maps and graphics may be required to illustrate background and baseline conditions, alternatives considered, comparison of alternatives, recommended results and special features of the study. Graphics may

Attachment A

include figures for reports and handouts, presentation boards and slides.

The Consultant(s) will utilize a version of ArcGIS for preparation of maps and graphics that is compatible with the most recent version used by the CRTPA. The Consultant(s) will utilize versions of MS Word, Excel, Access, and PowerPoint for preparation of documents, spreadsheets, databases, and presentations that are compatible with the most recent versions used by the CRTPA. (Currently Office 2010).

Additionally, the CRTPA will be seeking assistance in developing newsletters, brochures, and project materials based on projects in the region.

10. Congestion Management. Annually, the Congestion Management Plan needs to be updated to reflect any changes that have occurred during the year. Additionally, data collection may be requires to measure the status of the transportation system.
11. Air Quality Analysis. It is anticipated that there will be some analysis required to assess air quality levels.
12. Complete Streets Development. To better assist CRTPA partners, the CRTPA may be developing a Complete Streets policy/manual.
13. Vehicle Miles Traveled (VMT) Program and Applications. Based on some changes that are occurring at the state level, the CRTPA may need assistance in developing a (VMT) program for the region.
14. Transportation and Land Use Connections. The Regional Mobility Plan continued efforts towards linking transportation and land use. There may be additional work to solidify the connection between these two disciplines.
15. Private/Public Partnership Development Strategies. As the cost of projects, both transportation and developments, continue to grow higher, there may be some efforts needed at the CRTPA level to initiate a program to develop Private/Public partnerships.
16. Transit System Development. In coordination with StarMetro, the CRTPA may need assistance to further develop measuring and developing the transit system as it relates to the Regional Transit Study (RTS).
17. Webpage Support. As the efforts of the CRTPA grow, there may be a need to provide website support for efforts. This may require a completely new website to accommodate the projects and products of the CRTPA.
18. Public Involvement. To further the CRTPA's Public Involvement Plan, there may be the need to have a consultant provide public involvement support.

Attachment A

19. Economic Development – port, rail and highway access. There is a need to assess the region's opportunities relating to economic development and multiple modes of transportation including, port, rail, and highway access.

Attachment B

[illegible]

Attachment C

DBE UTILIZATION FORM

RFQ No. 0063-11-KR-RC
RFQ Name: CRTPA GC RFQ

Proposer: _____

Address: _____

Phone: _____ - _____ - _____ Contact Person _____

DBE SUB PROPOSERS INTENDED TO BE UTILIZED ON THE PROJECT

Name of DBE Sub-Proposer/Supplier: _____

Address: _____

Phone: _____ - _____ - _____ Is the sub-proposer a certified DBE? ____ Yes ____ No

If yes, please provide a copy of your certification letter or certificate.

Percentage amount of contract with sub-proposer/supplier: _____%

Description of services performed under agreement with the DBE sub-proposer for the percentage indicated above and the methodology for monitoring the DBE participation on a continuing basis.

PLEASE SUBMIT A SEPARATE FORM FOR EACH SUB-PROPOSER/SUPPLIER.

Attachment D

STATEMENT OF GOOD FAITH EFFORTS DBE Professional Service Projects

PROPOSER: _____

DATE: _____

This form is to be completed if Proposer fails to achieve the DBE goals established for this project. The Proposer is allowed to use an alternate method that demonstrates the good faith efforts made to meet the goals established as long as all of the requested information is included. Failure to include all requested information may result in the bid being determined as non-responsive to the DBE goals.

The following list is not intended to be exclusive or exhaustive and the City will look not only at the different kinds of efforts the Proposer has made, but also the quality, quantity, intensity and timeliness of those efforts; it is the responsibility of the Proposer to exercise good faith efforts. Any act or omission by the City shall not relieve the Proposer of this responsibility.

Criteria listed below are consistent with the intent of 49 CFR 26.53. A response is required to address each cited paragraph. Additional pages may be added as necessary.

1. Attendance at Pre-Proposal conference, if held:

____ Yes ____ No ____ Not Held

(10 POINTS)

2. Whether and when the Proposer provided written notice to certified DBE's that perform the type of work to be subcontracted and advising the DBE's of the specific work the Proposer intends to subcontract; that their interest in the contract is being solicited; and how to obtain information for the review and inspection of contract plans and specifications.

(20 POINTS)

All letters from Proposers to prospective DBE subcontractors should be post marked a minimum of 12 calendar days or faxed recorded 7 days prior to bid opening.

A. Provide complete list of all DBE's solicited.

B. Provide DATE letters were mailed (DBE's will be canvassed as to who sent them letters and what date they were received.) Provide a copy of solicitation and all other letters sent to DBE's. Recommended information in your solicitation letter can include, but not limited to, the following:

- Project specific information.
- Your willingness to assist with supply purchases.
- Bonding requirements of your firm.
- Any assistance your firm will be giving regarding bonding requirements, lines of credit and insurance requirements.
- Availability of specifications and plans through your office.
- Best time to reach you by phone (DBE firms will be canvassed regarding your responsiveness to their calls and project information they received from your firm.)
- Proposal opening date and all addendum information.
- Your requirements/time frames/payment schedules.

3. Whether the Proposer selected feasible portions of work to be performed by DBE's, including, where

Attachment D

appropriate, breaking contracts or combining elements of work into feasible units. The ability of the Proposer to perform the work with its own work force will not in itself excuse a contractor from making positive efforts to meet the established goals. (10 POINTS)

If appropriate, detail any subcontracting category that you have broken down to assist DBE firms and list firms that have been made aware of this reduced scope.

<u>Subcontracting Category</u>	<u>DBE Firm</u>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

4. Whether the Proposer considered all quotations received from DBE's and for those quotations not accepted, the Proposer should provide an explanation of why the DBE will not be used during the course of the contract. Receipt of lower quotation from non-DBE will not in itself excuse a Proposer's failure to meet project goals. (15 POINTS)

List all DBE firms who quoted this project; the amount quoted, and the successful subcontractor (if not the DBE firm) and their quote:

<u>Name of DBE</u>	<u>DBE's Quote</u>	<u>Name of non-DBE Subcontractor Chosen</u>	<u>Subcontractor's Quote</u>
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>

5. Whether the Proposer provided interested DBE's assistance in reviewing the contract plans and specifications. (5 POINTS)

Name the DBE firms provided assistance and describe how your firm provided such assistance.

6. Whether the Proposer assisted interested DBE firms in obtaining required bonding, lines of credit or insurance if such assistance was necessary. (5 POINTS)

Attachment D

If the project was above \$200,000 or exempt from the City of Tallahassee's Bond Waiver Program, name the DBE's assisted and describe the assistance provided.

7. Indicate whether the Proposer has utilized DBE subcontractors on City, or other local, contracts within the past six months. (10 POINTS)

<u>Project Name</u>	<u>DBE Firms Used</u>	<u>Dollar Value</u>
<hr/>	<hr/>	<hr/>
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8. Whether the Proposer advertised in general circulation, trade association, and/or minority/women - focus media concerning the subcontracting opportunities. (10 POINTS)

List which papers carried your ad and attach a copy of the ad.

9. Written documentation that the Proposer contacted the City of Tallahassee's DBE Office, other local M/WBE Offices or, if applicable, Federal DBE/DBE Offices, for guidance and assistance if having difficulty obtaining minority participation and unable to identify portions of work that can be feasibly broken down. (10 POINTS)

List DBE Offices or DBE/ Minority / Women organizations contacted.
(A minimum of three organizations must be contacted.)

<u>Organization</u>	<u>Person Contacted</u>	<u>Date Contacted</u>
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10. Describe any additional efforts or circumstances, which may assist the City in determining your Good Faith Efforts. (5 POINTS)

A minimum score equal to 80% of the eligible points is required to achieve an acceptable good faith effort determination.

