

**CITY OF OCALA  
OFFICE OF PUBLIC SERVICES  
2100 N.E. 30<sup>TH</sup> AVENUE, BLDG. A  
OCALA, FLORIDA 34470  
Phone: (352) 351-6757  
Fax: (352) 351-6722**

**NOTICE OF REQUEST OF QUALIFICATIONS**

**REQUEST OF QUALIFICATIONS NO.: ROQ # 11-001**

**For: Ocala/Marion County Transportation Planning Organization (TPO)  
General Planning Consultant**

**RFP Due Date: February 22, 2011 at 2:00 p.m.  
Location: Office of Public Services  
2100 N.E. 30<sup>th</sup> Avenue, Bldg. A, Ocala, FL 34470**

Request for Qualifications (ROQs) will be received by the Office of Public Services at the specified location until the time and date cited above. Only ROQs received by the correct time and date will be recorded.

Proposer is to submit one (1) original of a signed and completed submittal package (original must be unbound and marked “**original**”) and **six (6) copies** for evaluation use. In addition, proposer must submit **one (1) electronic copy** of their ROQ in PDF format on a CD. ROQs must be submitted in a **sealed envelope or box** with the ROQ number, title, and the proposer’s name, address, and telephone number clearly indicated on the package. All ROQs must be completed in blue ink or typewritten, or a computer printout with written signature returned by the time and date cited above.

Proposers are strongly encouraged to carefully read the entire Request of Qualifications (ROQ).

Contact: Greg Slay, Transportation Planning Organization Director for technical questions at (352) 629-8297.

CITY OF OCALA

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Judy E. McMinn  
Administrative Chief/Purchasing Agent

January 17, 2011  
Issue Date

## **INTRODUCTION**

The Ocala/Marion County Transportation Planning Organization (TPO) hereby solicits ROQs for General Planning Consultant. It is anticipated that any resulting agreement would be in the form of a three (3) year contract with (2), one (1) year options for renewal. The work involves performing a variety of technical, graphical, public involvement, and product review activities on a work tasks basis. The selected Consultant(s) shall assist the TPO staff by providing additional resources to accomplish tasks authorized by the TPO Board.

The TPO will select a firm based upon the requirements of Florida Statute 287.055, as amended. This will include review of ROQs received, selection and ranking of firms for discussions and evaluations and selection of the firm deemed to best serve the interests of the TPO.

### **1. SCOPE OF SERVICES**

#### **1.1 Purpose**

The Ocala/Marion County Transportation Planning Organization (TPO) requires the professional services of one or more Consultant(s) to provide production support to the TPO Staff in accomplishing numerous transportation planning functions approved by the TPO in their Unified Planning Work Program. The work involves performing a variety of technical, graphical, public involvement, and product review activities on a work assignment basis. The Consultant(s) shall assist the TPO staff by providing additional resources to accomplish assignments authorized by the TPO Board. This scope outlines tasks that may be assigned to the Consultant(s), hereafter referred to as the General Planning Consultant (GPC).

#### **1.2 Amendments to ROQ**

If it becomes necessary to revise or amend any part of this ROQ, the Purchasing Agent will furnish the revisions by written Addendum. It is the proposer's responsibility to inquire if any Addenda have been issued. Any addenda will be posted on Demand Star [www.demandstar.com](http://www.demandstar.com) and on the City of Ocala's website [www.ocalafl.org/bids\\_local.aspx](http://www.ocalafl.org/bids_local.aspx). Any addenda must be acknowledged on the Affidavit of Compliance form.

#### **1.3 Response Material Ownership**

All ROQs become the property of the TPO upon receipt and will only be returned to the proposer at the TPO's option. Selection or rejection of the ROQ will not affect this right. The TPO shall have the right to use all ideas contained in any ROQ received in response to this ROQ. Disqualification of a ROQ does not eliminate this right.

#### **1.4 Rejection of ROQ**

The TPO reserves the right to reject any or all ROQs, to waive informalities and minor irregularities and to accept any portion of the ROQ or all items proposed to the ROQ. In addition, the TPO reserves the right to cancel this ROQ if it is in the best interest of the TPO to do so. Failure to furnish all information or to follow the format requested in this ROQ may

disqualify the ROQ. Any exceptions to the Score of Services or any requirement of this ROQ must be identified in the ROQ on the Affidavit of Compliance Form.

#### 1.5 Selection Process

In general, the TPO wishes to avoid the expense (to the TPO and to proposing firms) of unnecessary presentations. Therefore, the TPO will make every reasonable effort to achieve the ranking/selection using written submittals alone. If no single top ranked firm can be clearly identified by review of the written submittals alone, the TPO may shortlist ROQs and require those proposers to make oral presentations or participate in interviews. These presentations/interviews would provide an opportunity for the proposer to clarify their qualifications, approach to the project, and ability to furnish the required services. The final selection and appointment will be by the TPO Board.

The selection process may involve background checks and on-site visits to proposer's place of business. The selection criteria are included in the ROQ package.

The proposers shall furnish such additional information as the TPO may reasonably require. This includes information which indicates financial resources as well as the ability to provide the services.

#### 1.6 Award

The TPO anticipates award to the proposer who submits the ROQ judged to be the most advantageous. Final approval of the awarded proposer shall be by the TPO Board. The TPO shall be the sole judge of its own best interests, the ROQs, and the resulting agreement.

The proposer understands that this ROQ does not constitute an agreement or a contract with the proposer. An official contract or agreement is not binding until ROQs are reviewed and accepted by appointed staff, approved by the appropriate level of authority within the TPO, and executed by the parties.

The term of any resulting contract shall be for three (3) years with two (2) one (1) year renewal options.

#### 1.7 Contract

The form of the proposed contract that is anticipated to be executed by the TPO and the proposer(s) is attached hereto and made a part of this ROQ. The TPO reserves the absolute right to revise or amend the proposed contract before the award, in which case the proposer(s) will be notified of all changes. Post award, but prior to contract execution, the TPO also reserves the absolute right to revise or amend the proposed contract. Should the TPO revise or amend the proposed contract at this stage, proposer(s) may reject the changes, but the TPO may, at its discretion, seek to award the proposed contract to the next highest scored proposer(s), or reject all ROQs and cancel this ROQ. All contracts are subject to review and legal approval by the TPO Attorney and may be revised or amended to comply with current legal requirements. Proposer(s) may suggest in their ROQ contract amendments that proposer(s) believe are needed, but TPO is not obligated to adopt those suggested amendments. Any such suggestions must be included in the Affidavit of Compliance.

### 1.9 Incurring Costs

The TPO shall not be obligated or be liable for any costs incurred by proposers prior to issuance of a contract. All costs to prepare and submit a response to this solicitation and any appearance at any required presentations/interviews shall be borne by the proposer.

### 1.10 Acceptance of ROQ Content

The contents of the ROQ of the successful proposer will become contractual obligations if acquisition action ensues. Failure of the successful proposer to accept these obligations in a contract may result in cancellation of the award and such vendor may be removed from future participation.

### 1.11 Vendor Selection

It is the TPO's intent to select a vendor(s) within thirty (30) calendar days of the deadline for receipt of ROQs. However, ROQs must be firm and valid for award for at least one hundred and twenty (120) calendar days after the deadline for receipt of ROQs.

### 1.12 Communication with TPO staff/officials

To ensure fair consideration for all proposers, the TPO prohibits communication relative to this ROQ to or with any department, bureau, or employee during the submission process, except as provided in Section 1.1 and 1.4, above. Additionally, the TPO prohibits communications initiated by a proposer to the TPO official(s) or employee(s) evaluating or considering the ROQs prior to the time an award decision is made. Any communication between proposer and the TPO will be initiated by the appropriate TPO Official(s) or employee(s) in order to obtain information or clarification needed to develop a proper, accurate evaluation of the ROQ. Such communications initiated by a proposer may be grounds for disqualifying the offending proposer from consideration for award of the ROQ and/or any future ROQs.

### 1.13 Venue

The laws of the City of Ocala and Marion County shall govern in connection with the formation, performance and the legal enforcement of any resulting contract.

### 1.14 Submission of Multiple ROQs

No proposer may submit multiple ROQs. Only one (1) ROQ will be accepted per individual owner(s)/partners.

### 1.15 Additional Information

- A. The TPO is not responsible for the U.S. Mail or private couriers in regards to mail being delivered by the specified time so that a ROQ can be considered.
- B. All materials submitted as response to this ROQ shall become the property of the TPO.

- C. Costs for developing ROQs in response to this ROQ are entirely the obligation of the proposer(s) and shall not be chargeable in any manner to the TPO.
- D. The TPO reserves the right to use any and all information presented in any response to the ROQ. Acceptance or rejection of the ROQ does not affect this right.
- E. Additional Purchases (“Piggy-Back”) by Other Public Agencies: The Vendor by submitting a ROQ authorizes other Public Agencies to “Piggy-Back” services being proposed in this ROQ at prices quoted unless otherwise noted on the ROQ sheet.
- F. The names of the organizations submitting the ROQs will be recorded at the time of opening.

## **2. SERVICES**

The GPC may be required to provide professional transportation planning services, policy and engineering analysis, development of specific recommendations and products, transportation planning related data collection, and assistance to the TPO staff in the performance of all or some of the tasks as identified in this ROQ. The GPC shall complete all work performed under this contract in accordance with policies and procedures of the TPO and all applicable State and Federal laws, policies, procedures, and guidelines.

All work performed by the GPC will be managed by the TPO Project Manager and/or TPO Director. The TPO Project Manager will define the scope of work for each task to be performed by the GPC, as described in this ROQ and through the preparation of a Task Work Order for each task. For each work order, the GPC Project Manager and the TPO Project Manager will discuss the requirements of the task as well as negotiate the man-hours required to complete the task. The GPC may assist in preparing the Task Work Order. After negotiations, the TPO will issue the Task Work Order, which shall include product requirements, schedules, manpower requirements, documentation requirements, and total allowable task costs. This will be issued, in writing, along with the Notice to Proceed in the form of a Letter of Authorization for the Task Work Order, to the GPC’s Project Manager prior to any work on the Task Work Order being initiated.

## **3. TASKS FOR WHICH GPC SERVICES MAY BE REQUIRED**

The following list represents examples 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.

### **3.1 Long Range Transportation Plan:**

The GPC may be required to assist TPO staff with changes and updates to the 2035 Long Range Transportation Plan adopted in November 2010. These changes may include technical model development and evaluation services. Other services may include, but are not limited to: development, evaluation, documentation, and implementation of new model

structures/procedures; provision of sub-area validations; validation/calibration; refinement of the long-range plan; and implementing state of the art model practices. In addition, the GPC may be requested to develop various analyses, using TPO-approved software, which will facilitate the conversion of data among various software applications, including, but not limited to, ArcGIS, FSUTMS, TRANPLAN, HCS, and CUBE VOYAGER.

### 3.2 Transit Development Plan Update and Public Transportation/Multi-Modal Planning Activities:

The GPC may be required to provide assistance in the preparation of transit-related studies including, but not limited to: updating the Transit Development Plan, transit operations analyses, and/or development and maintenance of transit system databases. The GPC may also be required to prepare bicycle and pedestrian transportation planning projects, studies, or updates to the Ocala/Marion County Bicycle/Pedestrian Master Plan.

### 3.3 Air Conformity

The TPO is awaiting the Environmental Protection Agency's announcement regarding Ground Level Ozone Standards, currently scheduled for July 2011. Should the planning area be designated non-attainment, the TPO will require assistance in addressing the various requirements related to the designation.

### 3.4 General Data Collection and Analysis:

The GPC may be required to provide assistance in the collection of transportation data as mandated by Federal Transportation Legislation. Other data collection activities may include: collection of data on or off the State Highway System and/or automated traffic counts, vehicle classification counts, vehicle crash records, transportation surveys/questionnaires, roadway characteristics (e.g., location and number of driveways, turn lanes, pavement width and condition, curb type and radii, drainage facilities, traffic control devices, etc.), travel time delay studies, vehicle speed studies, intersection delay, transit data, etc. Analysis of data activities may include but are not limited to, traffic growth rates, pavement condition ratings, crash patterns and rates, and roadway capacity, and level of service.

### 3.5 Geographic Information System (GIS) Support:

Preparation of reports, graphics, maps, and presentation materials as may be necessary to document or explain transportation-related data. Preparation of GIS maps and graphics based on databases of collected and compiled data in ArcGIS format. All mapping information shall be supported by metadata.

### 3.6 Corridor Analysis:

The GPC may be required to perform corridor-related professional planning activities including, but not limited to, the completion of corridor studies in conjunction with the Congestion Management System (CMS).

### 3.7 Database Development:

The GPC may be required to provide technical assistance in the development of various database sets to compliment existing GIS information.

### 3.7 Development of Scopes of Service:

The GPC may be required to develop scopes of service; level of effort estimates, estimated staffing requirements, estimated costs, and contract provisions for future TPO projects.

### 3.8 Public Involvement Activities

The GPC may be required to assist staff in public involvement activities. The work may include the preparation of visual aids with multi-media capabilities using such media as videos, CD ROM applications and other types of interactive media to enhance public presentations. This work may also include public relations tasks, public notification, placement of advertising, the provision of a facilitator, preparation of presentation materials and sufficient copies, coordination of and attendance at public hearings/workshops, transcribing of meeting minutes/summaries and follow up activities, scheduling and notification of public meetings/workshops, public involvement and agency partnering activities, including but not limited to surveys/questionnaires, workshops, and public hearings, and any other task related to public involvement activities which may be required.

### 3.9 Other Support Activities

In addition to the above types of tasks, the GPC may be required to perform the following types of work: evaluation of Transportation Demand Management (TDM), strategies and Transportation Control Measures (TCM), Intelligent Transportation Systems (ITS), Transportation Modeling, Efficient Transportation Decision Making (ETDM) support, review and refinement of the Congestion Management System Plan (CMS), staff training and other projects as defined by the TPO.

## 4. GENERAL

All data collection techniques shall be consistent and compatible with the procedures and guidelines of the TPO and the Florida Department of Transportation (FDOT). The TPO Project Manager will monitor quality control of work products prepared by the GPC.

Data collected by the GPC shall be in a format compatible with, or easily converted to, the TPO's databases. Where appropriate, data storage and displays should be consistent and compatible with Florida Department of Transportation standards. A sequential naming convention should be applied to the files and documentation provided to the TPO.

The GPC shall ensure that all documents prepared under this contract have been prepared on a Windows-based operating system computer using the most current version of Microsoft Office,

which includes: Word, Excel, Power Point, Access or any other software as specified and approved by the TPO staff, and stored on compact disc.

Unless otherwise specified, all graphics and presentation materials shall be prepared to TPO standards and provided in a “photo-ready” reproducible format and stored on appropriate electronic media using the above referenced Microsoft Office software. When appropriate, maps and graphics should be prepared using the most current version of ArcInfo, ArcGIS, AutoCAD, or other software as specified and approved by the TPO staff.

## **5. SCHEDULE**

The GPC agrees to begin work after issuance of a Notice to Proceed by the TPO and upon receipt of the first Task Work Order. The Agreement will last for thirty-six (36) months after the date of the Notice to Proceed and may be extended in writing by the TPO, if necessary.

## **6. METHOD OF COMPENSATION**

Payment shall be made in accordance with compensation methodology to be developed.

## **7. KEY PERSONNEL**

The GPC’s work shall be performed and directed by key personnel identified in the ROQ prepared and submitted by the GPC. Any changes in the indicated personnel shall be subject to review and approval by the TPO staff.

## **8. SUBCONTRACTING SERVICES:**

Services assigned to Subconsultants must be approved in advance by the TPO in accordance with this Agreement. The Subconsultants must be qualified by FDOT to perform all work assigned to them. Additional Subconsultants with specialized areas of expertise may be required by the TPO or requested by the GPC to complete specific Task Work Order assignments. The need for an additional Subconsultant(s) to be hired and given work assignment to be performed shall be requested by the TPO or the GPC in writing and agreed to by the TPO in consultation with FDOT prior to any work being performed by the Subconsultant.

## **9. MEETINGS**

The GPC must be available for meetings. The GPC shall be available with no more than one (1) weekday notice to attend meetings at the request of the TPO.

## **10. RESPONSIBILITIES OF THE TPO**

10.1 The TPO will provide a Project Manager who shall be responsible for the following activities: the day-to-day management of the contract, all coordination with the GPC pertaining to the development and execution of all Task Work Orders of the Agreement, defining the specific work to be performed, and schedule for completion of such work, agreeing on the GPC staff and availability (including substitutions from the available staffing list provided), and the processing of the GPC invoices for payment.

10.2 The TPO shall provide, prior to the initiation of any work on any of the tasks defined in this Exhibit, a specific Task Work Order for the task defining the work to be accomplished and the total reimbursement due the GPC.

## **11. RESPONSIBILITIES OF THE GPC**

11.1 The GPC shall provide an overall Project Manager, who will be the primary point of contact for the GPC for the scope, schedule, manpower coordination, negotiation of task man-hours and completion of all Task Work Orders. The GPC may also assist the TPO Project Manager in preparing Task Work Orders. The GPC Project Manager shall meet with the TPO Project Manager on a regular basis and shall provide monthly progress reports as needed for the Task Work Order(s). The GPC shall provide a detailed hourly breakdown by task for all progress/billing reports for the evaluation and processing of task and invoices.

11.2 The GPC shall provide and maintain a list of staff of the following classifications that would be available to be assigned to specific Task Work Orders: (1) Transportation Specialist (policy, environmental, land use, transit, etc.); (2) Project Manager; (3) Senior Engineer; (4) Senior Planner; (5) Engineer; (6) Planner; (7) Facilitator; (8) Marketing/Public Relations Specialist; (9) Economist; (10) GIS/System Support; (11) CADD Technician; (12) General Technician; (13) Clerical. Any staff classifications not included in this list must be documented in individual Task Work Orders by the GPC and agreed to by the TPO Project Manager. For all classifications, rates will be negotiated prior to beginning the Agreement.

11.3 The GPC shall provide sufficient staff, either as the specific staff person requested or acceptable staff at defined levels of expertise as agreed by the TPO Project Manager, in a timely manner to complete all assigned work within the Task Work Order schedule. If at any time, the TPO Project Manager determines that the number or expertise of particular staff assigned to a specific task is inadequate, the TPO Project Manager shall coordinate with the GPC's Project Manager to remedy the situation so as to ensure the timely completion of the work.

11.4 The GPC shall perform all analyses, develop recommendations, and document all work with the required time schedule as defined in the Task Work Orders. The evaluation and documentation of all public involvement activities associated with Task Work Orders.

11.5 The GPC will perform all tasks in accordance with all TPO practices and policies, FDOT guidelines and standards, specified DCA Rules, Florida Statutes, Federal Regulations, and all other applicable laws and policies.

## **12. ROQ DUE DATE:**

12.1 Sealed ROQs will be received at the Office of Public Services, **no later than 2:00 P.M. on Tuesday, February 22, 2011.** ROQs will not be accepted after this time. ROQs shall be opened and only the names of the proposers will be publicly read aloud at this time. ROQs received are exempt from the provisions of the Public Records Law until such time as an award decision is made or within ten (10) days after the ROQ opening, whichever is earlier pursuant to Section 119.07 of the Florida Statutes. The Proposer's name will be announced and recorded at the ROQ opening.

12.2 Submitted envelopes should be clearly marked **ROQ #11-011 “Request of Qualifications, for Ocala/Marion County Transportation Planning Organization (TPO) General Planning Consultant.”**

12.3 Proposing firms should submit **one (1) original** and **six (6) complete copies** of their ROQ. In addition, proposer must submit **one (1) electronic copy** of their ROQ in PDF format on a CD. Original ROQ must be clearly marked on outside of submittal package.

12.4 ROQs are to be addressed as follows for either mail or hand delivery:

Judy E. McMinn,  
Administrative Chief/Purchasing Agent  
Office of the Assistant City Manager  
Public Services  
2100 N.E. 30<sup>th</sup> Avenue, Bldg. A  
Ocala, FL 34470

### **13. SUBMISSION OF ROQs:**

#### **13.1 Incurred Expenses:**

The TPO is not responsible for any expenses, which proposers may incur in preparing and submitting for this ROQ.

#### **13.2 Interviews:**

The TPO reserves the right to conduct personal interviews or require presentations of any or all proposers prior to selection. The TPO will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e., travel, accommodations, etc.).

#### **13.3 Request for Modification:**

The TPO reserves the right to request that the proposer modify their ROQ to more fully meet the needs of the TPO.

#### **13.4 Request for Additional Information:**

The proposer shall furnish such additional information as the TPO may reasonably require. This includes information, which indicates financial resources as well as ability to operate and maintain the facility. The TPO reserves the right to make investigations of the qualifications of the proposer as it deems appropriate, including but not limited to, a background investigation conducted by the Ocala Police Department.

### 13.5 Acceptance/Rejection/Modification to ROQs:

The TPO reserves the right to negotiate modifications to ROQs that it deems acceptable, reject any and all ROQs, and to waive minor irregularities in the ROQ.

### 13.6 ROQs Binding:

All ROQs submitted shall be binding for one hundred twenty (120) calendar days following opening.

### 13.7 Addendum and Amendment to ROQs:

If it becomes necessary to revise or amend any part of this ROQ, the Director of Purchasing will furnish the revision by written Addendum. It is the consultant's responsibility to verify whether any addenda have been issued prior to submitting qualifications. Acknowledgement of Addenda is required and if any, must be submitted with your ROQ utilizing the "Addendum Receipt Verification" form.

### 13.8 Economy of Preparation:

ROQs should be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to fulfill the requirements of the ROQ.

### 13.9 Proprietary Information:

In accordance with Chapter 119 of Florida Statutes (Public Records Law ), and except as may be provided by other applicable State and Federal Law, all proposers shall be aware that ROQs and the responses thereto are in the public domain. However, the proposers are requested to **identify specifically** any information contained in their ROQs which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All ROQs received from proposers in response to this ROQ will become the property of the TPO and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the TPO.

### 13.10 Proposer's Certification

By submitting a ROQ, the proposer certifies that he/she has fully read and understands the ROQ method and has full knowledge of the scope, nature, and quality of work to be performed. The **Proposer's Certification form** is included with this submission and must be completed and submitted with your ROQ.

## 14. SUBMISSION REQUIREMENTS:

A representative who is authorized to contractually bind the proposer shall sign the ROQ. Each ROQ shall have any supporting documentation deemed necessary, providing a straightforward, concise

delineation of the proposers capabilities to satisfy the requirements of the ROQ. The emphasis in each ROQ must be on completeness and clarity of content. ROQ submission requirements are listed herein and must be followed to insure a uniform review process and to obtain the maximum degree of comparability. All ROQs must be submitted in the manner and order specified below. Any attachments must be clearly identified.

#### 14.1 Title Page

All proposers shall provide a title page showing the ROQ number, the title of services being provided, name and address of firm or individual, telephone and fax number, point of contact and date. The title page must be signed (in blue ink) by a representative who is authorized to contractually bind the proposer. The signature block shall show the typewritten name of the individual signing. Each ROQ shall be prepared simply and economically, providing a straightforward, concise delineation of the proposer's capabilities to satisfy the requirements of the ROQ. The emphasis in each ROQ must be on completeness and clarity of content. All information under this section must be submitted with the ROQ in order for it to be responsive.

#### 14.2 ROQ Format

The ROQ must be submitted on 8 ½" x 11" paper, numbered, typewritten, with headings, sections, and sub-sections identified appropriately. Please use standard weight paper – no heavy weight or coated paper.

The ROQ must be divided into five (5) sections with references to parts of this ROQ done on a section number/paragraph number basis. The five (5) sections shall be named:

- A. Required Submittals.
- B. Qualifications/Experience/Workload/Project Schedule.
- C. Project Understanding, Proposed Approach and /Methodology.
- D. Fee Proposal.
- E. Additional Data to Support ROQ (optional).

#### 14.2 Table of Contents

Include a clear identification of the material by section and by page number.

#### 14.3 Letter of Transmittal

Limit to one (1) or two (2) printed pages.

- A. Briefly state your firm's understanding of the ROQ and the approach you will use to provide a positive commitment to perform under this contract.

- B. Give the names of the person(s) who will be authorized to make representations for the proposer, their titles, addresses, and telephone numbers.

14.4 General Information:

- A. Name of business.
- B. Mailing Address/Phone Number.
- C. Names of persons to be contacted for information or services if different from name of person in charge.
- D. Business hours of operation.
- E. State if business is local, national, or international and indicate the business legal status (corporation, partnership, joint venture, etc.)
- F. Give the date business was organized and/or incorporated, and where.
- G. Indicate whether the business is a parent or subsidiary in a group of firms/agencies.
- H. State if the business is licensed, permitted and/or certified to do business in the State of Florida. The firm may be asked for verification of such.

14.5 Vendor Registration Form and W-9: DELETED

14.6 Standard Forms:

This ROQ includes several documents that must be submitted with your Qualifications Package.

- A. Drug Free Workplace Affidavit.
- B. Proposer's Certification.
- C. Affidavit of Compliance.
- D. Addendum Receipt Verification.

14.7 General Statement of Experience:

Proposers shall submit a verifiable statement of experience and familiarity with providing professional transportation planning services including a listing of current and past projects of a similar nature with entity/firm name, type and location of project, reference contact name, addresses and current telephone numbers.

#### 14.8 Submittal of Proposer's Detailed Services Provided:

This section should address the various services that can be provided by your company and customer support on a regional, national, and international basis. Proposer shall submit a narrative description and organizational chart, outlining the Proposer's staffing including proposed Project Manager, key staff, and support staff. Biographies or resumes including home office location and other relevant information, for each key staff member likely to be assigned to the project and for any sub-consultants proposed to be used for the project.

The ROQ should address professional services outlined herein and listed below along with any other related services provided. Proposers are also encouraged to provide any other pertinent information, which will assist the TPO in evaluating the ROQs.

- A. Long Range Transportation Plan Update, Transportation Model Support, and Sub-Area Model Validation Projects.
- B. Transit Development Plan Update and Public Transportation/Multi-Modal Planning Activities.
- C. General Data Collection and Analysis.
- D. Geographic Information System (GIS) Support.
- E. Corridor Analysis.
- F. Database Development.
- G. Development of Scopes of Service.
- H. Public Involvement Activities.
- I. Other Support Activities.

#### 14.9 Description/Proposed Approach/Method

Proposers shall describe their understanding of this project, and the approach and method to be used by the firm in performing the work.

#### 14.10 Submittal Demonstrating Proposer's Capability to Perform Services:

Proposers shall submit pertinent information that would allow the TPO to evaluate the sufficiency of financial resources and the ability of the business to sustain performance of the contract.

### **15. EVALUATION OF ROQs:**

A Selection Committee will be established to review and evaluate all responsive ROQs, taking into

consideration the evaluation factors set forth below:

#### 15.1 Evaluation Criteria

Ranking of the firms will be based on the following criteria:

- A. The degree to which the firm demonstrates understanding of the ROQ, the degree of responsiveness to the ROQ requirements, and the overall quality of the response.
- B. Experience of firm in similar type projects.
- C. Experience of project managers with similar type projects.
- D. Firm's ability to make projects a priority as evidenced by current and projected workload of the firm.
- E. Past performance on similar projects as established through review of references.

#### 16. SELECTION COMMITTEE AND PROCEDURE FOR REVIEW OF ROQs:

16.1 A Selection Committee (hereinafter referred to as “the Committee”) will be established to review and evaluate all submittals in response to this ROQ. The Committee will conduct a preliminary evaluation of all ROQs on the basis of the information provided and other evaluation criteria as set forth in this ROQ or as reasonably determined by the Committee.

16.2 The Committee will meet within two (2) weeks of the closing date for receiving ROQs. The Committee will first review each ROQ for compliance with the minimum qualifications and mandatory requirements of the ROQ. Failure to comply with any mandatory requirements may disqualify a ROQ. The Committee will rank the firms and submit the proposed ranking to the Director of Purchasing. An **original** and **six (6) copies** of the ROQ are required. In addition, proposer must submit **one (1) electronic copy** of their ROQ in PDF format on a CD. The TPO may at its option request one or more oral presentations.

16.3 The TPO Director shall submit the Committee’s recommendation to the TPO for approval to negotiate a contract and authorization to execute a contract if negotiations are successful with the top ranked firm. If agreement cannot be reached with the top ranked firm, the same procedure will be followed with the second ranked firm and, if necessary, the third ranked firm. The TPO reserves the right to select more than one proposer.

16.4 The TPO reserves the right to reject any and all ROQs and to waive minor irregularities. The TPO further reserves the right to seek new ROQs or elect to continue in-house TPO operations when such a procedure is reasonably in the best interest of the TPO to do so.

#### 17. QUESTIONS REGARDING SPECIFICATIONS OR ROQ PROCESS:

17.1 To ensure fair consideration for all proposers, the TPO prohibits communication to or with any employee regarding the ROQ during the submission process, except as provided herein.

Additionally, the TPO prohibits communications initiated by a proposer to any, TPO official or employee evaluating or considering the ROQs prior to the time an award decision has been made. The appropriate TPO Official will initiate any communication between the proposer and the TPO or employee in order to obtain information or clarification needed to develop a proper, accurate evaluation of the ROQ. Such communications initiated by a proposer shall be grounds for disqualifying the offending proposer from consideration for award of the ROQ and/or any future ROQ.

17.2 Any questions relative to interpretation of specifications or the ROQ process shall be addressed in writing as indicated below, in ample time before the period set for the receipt and opening of ROQs. No inquiries, if received within ten (10) days of the date set for receipt of ROQs will be given any consideration. Any interpretation made to prospective proposers will be expressed in the form of an addendum to the specifications which, if issued, will be conveyed in writing to all prospective proposers no later than five (5) working days prior to the date set for receipt of ROQs.

17.3 It will be the responsibility of the proposer to contact the Office of Public Services prior to submitting a ROQ to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed "Addendum Receipt Verification" form with the ROQ.

17.4 Direct inquiries to:

Judy E. McMinn, Administrative Chief/Purchasing Agent  
2100 N.E. 30<sup>th</sup> Avenue, Bldg. A  
Ocala, FL 34470  
Tel: (352) 351-6757 Fax: (352) 351-6722  
E-Mail: jmcminn@ocalafl.org

## **18. CONDITIONS OF ROQs:**

18.1 Late ROQs: ROQs received by the Office of Public Services after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the ROQs to the location designated for receipt of ROQs.

18.2 Completeness: All information required by the ROQs must be supplied to constitute a legitimate ROQ.

18.3 Public Opening: All ROQs will be publicly opened at the time and place specified and made available for public inspection within ten (10) days after the ROQ opening or when an award decision is made, whichever is earlier.

18.4 Award Presentation: The Purchasing Agent for Public Services will present to the TPO for acceptance and final award, one or more of the ROQs, or will reject all ROQs, within one hundred and twenty (120) days from the date of opening of the ROQs.

**19. TERMS AND CONDITIONS OF AGREEMENT:**

The terms and conditions listed herein shall be incorporated into any agreement or contract resulting from this ROQ. Any exceptions to the terms and conditions are to be noted and listed in your ROQ as an exception on the "Affidavit of Compliance" form.

**20. DISCUSSIONS WITH RESPONSIBLE PROPOSERS AND REVISIONS TO ROQ:**

Discussions may be conducted with responsible proposers who submit ROQs determined to be reasonably acceptable of being selected for award for the purpose of clarification and to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of ROQs and such revisions may be permitted after submission prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from ROQs submitted by competing proposers except as may be required by the Florida Public Records Law, Chapter 119, Florida Statutes.

**21. EXECUTION OF AGREEMENT:**

The successful proposer shall, within thirty (30) calendar days after Notice of Award is issued by the TPO, enter into a contract with the TPO. Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation.

**22. PROPOSER'S CERTIFICATION FORM:**

Each proposer shall complete the "Proposer's Certification" form included with this ROQ, and submit the form with the ROQ. Failure of a proposer to submit this document will be cause for rejection of the ROQ. The form must be acknowledged before a notary public with notary seal affixed on the document.

**23. PUBLIC ENTITY CRIMES:**

A person or affiliate, as defined in 287.133 of the Florida Statutes, 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, sub-contractor, 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 Chapter 287.01 of the Florida Statutes for Category two, for a period of 36 months from the date of being placed on the convicted vendor list.

**24. PROPOSER'S WARRANTY:**

The proposer warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified herein.

**25. INSURANCE:**

Should the Consultant fail to provide acceptable evidence of the required insurance within seven (7) working days prior to the expiration date of the policy or at any time during the Contract term, the TPO should have the absolute right to terminate the contract without any further obligation to the Consultant. The Consultant shall be liable for the entire cost of procuring the required insurance.

## **INSURANCE REQUIREMENTS FOR THE TPO**

### **1. INDEMNIFICATION CLAUSE:**

The Consultant shall indemnify and hold harmless the TPO and their elected officials, employees and volunteers from and against all claims, damages, losses and expenses, including legal costs, arising out of or resulting from the performance of this contract, provided that any such claim, damage, loss or expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting there from and is caused in whole or in part by any negligent act or omission of the Consultant.

### **2. SAFETY/ENVIRONMENTAL:**

The Consultant is responsible at all times for precautions to achieve the protection of all persons including employees and property.

The Consultant shall make special effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP OSHA, and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. All hazardous spills, accidents, injuries or claims or potential claims shall be reported promptly to the Risk Management Department.

### **3. ADDITIONAL INSURED:**

The TPO shall be added to all third party coverage required by and provided for this contract as an "ADDITIONAL INSURED".

### **4. MISCELLANEOUS PROVISIONS:**

#### **A. SEVERABILITY OF INTERESTS:**

"The Consultant shall arrange for its liability insurance to include, or be endorsed to include, a severability of interests / cross liability provision, so that the TPO (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits."

#### **B. INSURANCE REQUIREMENTS:**

These insurance requirements shall not relieve or limit the liability of the Consultant. The TPO does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the Consultant's interests or liabilities, but are merely minimums." No insurance is provided by the TPO under this contract to cover the Consultant."

**C. DUPLICATE COVERAGE:**

1. Insurance required of the Consultant or any other insurance of the Consultant shall be considered primary, and insurance or self-insurance of the TPO shall be considered excess, as may be applicable to claims against the TPO which arise out of this contract.
2. Insurance written on a "Claims Made" form is not acceptable without Risk Management Department consultation.
3. No work shall be commenced under this contract until the required Certificate(s) have been provided. Work shall not continue after expiration (or cancellation) of the Certificate and shall not resume until new Certificate(s) have been provided.

**D. DEDUCTIBLES:**

The Consultant's deductibles/self-insured retentions shall be disclosed to the TPO and may be disapproved by the latter. They shall be reduced or eliminated at the option of the TPO. The Consultant is responsible for the amount of any deductible or self-insured retention."

**E. CERTIFICATES:**

The Consultant shall provide a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating\* of at least B+, showing the TPO of Ocala as an Additional Insured. The TPO of Ocala should be shown as the Certificate Holder, and providing for 30 day cancellation notice.

**\*Non-rated insurers must be approved by the TPO Risk Manager.**

**5. LIABILITY INSURANCE:**

"General liability insurance, with combined single limits of not less than \$1,000,000 per occurrence\* shall be provided and maintained by the Consultant. The only aggregate limit acceptable is a "project aggregate" and the Certificate must show an appropriate endorsement (ISO CG2501 or equal)".

If the Commercial General Liability form is used:

Coverage A shall include premises, operations, products and completed operations, independent Consultants, contractual liability covering this contract and broad form property damage coverages.

Coverage B - shall include personal injury.

Coverage C - medical payments, is not required.

If the Comprehensive General Liability form is used, it shall include at least:

Bodily Injury and Property Damage liability for premises, operations, products and completed operations, independent Consultants, and property damage resulting from explosion, collapse or underground (XCU) exposures.

**6. BUSINESS AUTO LIABILITY:**

Business Auto Liability insurance shall be provided by the Consultant with combined single limits of not less than \$200,000 per occurrence and is to include bodily injury and property damage liability arising out of operation, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

**7. WORKERS' COMPENSATION:**

The Consultant shall purchase and maintain Workers' Compensation insurance for statutory requirements and employers liability limits of at least \$100,000 each accident and \$100,000 each employee \$500,000 policy limit for disease and shall be responsible for ensuring that any subcontractor has statutory coverage. The TPO need not be named as an Additional Insured, but a subrogation waiver endorsement is required.

**8. ENGINEER PROFESSIONAL LIABILITY:**

Engineer Professional Liability insurance with an occurrence limit of not less than \$1,000,000 shall be required from the (Other Party) on all contracts for medical or consultant services. It is recognized that this type of insurance is only available on a Claims Made basis and Additional Insured endorsements are not available. All contracts for such services shall require that the other party maintain this insurance for at least five (5) years beyond the end of the contract.

**9. THEFT PROTECTION:**

The Consultant must be able to provide some type of “theft protection” either thru an endorsement on their General Liability coverage, bonding of company/employees handling TPO funds, or a Bankers Bond.

**10. GENERAL INFORMATION:**

- 10.1 The TPO is not responsible for the U.S. Mail or private couriers in regards to mail being delivered by the specified time so that a ROQ can be considered.
- 10.2 The TPO reserves the right to waive informalities or irregularities in ROQs, to reject any or all ROQs, or to negotiate further with the firm selected. The Selection Committee will recommend a ranking to the TPO.

**11. DRUG FREE WORKPLACE AFFIDAVIT:**

Pursuant to Section 893.02(4), Florida Statutes, each bidder shall complete the form on the Drug Free Workplace Affidavit and submit it with any bid response. The Drug Free Workplace Affidavit form is found attached to this ROQ. If you have previously provided this completed form to the TPO, and it

was received on or after January 1st of the calendar year, a new form is not required for the balance of the calendar year.

**22. ROQ DUE DATE:**

The **original** and **six (6) copies** of the ROQ must be received in the Office of the Assistant City Manager/Public Services located at 2100 N.E. 30<sup>th</sup> Avenue, Bldg. A, Ocala, Florida 34470, no later than **2:00 P.M., local time, Tuesday, February 21, 2011**. In addition, proposer must submit **one (1) electronic** copy of their ROQ in PDF format on a CD. ROQs received after the advertised deadline will not be considered. The names of the organizations submitting ROQs will be recorded at this time.

**TPO VENDOR  
DRUG FREE WORKPLACE AFFIDAVIT**

NAME OF FIRM: \_\_\_\_\_ CONTRACT REFERENCE: ROQ #11-001

AUTHORIZED AGENT COMPLETING AFFIDAVIT: \_\_\_\_\_

POSITION: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

I, \_\_\_\_\_, BEING FIRST DULY SWORN STATE: \_\_\_\_\_

THAT IN COMPLIANCE WITH THE PURCHASING POLICIES AND PROCEDURES MANUAL, TPO, MARION COUNTY, FLORIDA AND AS DEFINED IN 893.02(4) FLORIDA STATUTES, THE ABOVE NAMED FIRM IS PROVIDING A DRUG FREE WORKPLACE PROGRAM. A WRITTEN STATEMENT TO EACH EMPLOYEE SHALL INFORM THE EMPLOYEE ABOUT:

1. DANGERS OF DRUG ABUSE IN THE WORKPLACE.
2. THE FIRMS POLICY OF MAINTAINING A DRUG FREE ENVIRONMENT AT ALL WORKPLACES.
3. AVAILABILITY OF DRUG COUNSELING, REHABILITATION AND EMPLOYEE ASSISTANCE PROGRAMS.
4. PENALTIES THAT MAY BE IMPOSED UPON EMPLOYEES FOR DRUG ABUSE VIOLATIONS.

THE FIRM SHALL ALSO REQUIRE AN EMPLOYEE TO SIGN A STATEMENT, AS A CONDITION OF EMPLOYMENT THAT THE EMPLOYEE WILL ABIDE BY THE TERMS AND NOTIFY THE EMPLOYER OF ANY CRIMINAL DRUG CONVICTION OCCURRING NO LATER THAN FIVE (5) DAYS AFTER RECEIVING NOTICE OF SUCH CONVICTION AND ITPOSE APPROPRIATE PERSONNEL ACTION AGAINST THE EMPLOYEE UP TO AND INCLUDING TERMINATION.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

SUBSCRIBED AND SWORN TO (OR AFFIRMED) BEFORE ME ON \_\_\_\_\_  
(DATE)

BY \_\_\_\_\_. HE/SHE IS PERSONALLY KNOWN TO ME OR HAS

OR HAS PRESENTED \_\_\_\_\_ AS IDENTIFICATION.  
(TYPE OF IDENTIFICATION)

\_\_\_\_\_  
SIGNATURE OF NOTARY

\_\_\_\_\_  
SERIAL NUMBER

\_\_\_\_\_  
PRINT OR STAMP NAME OF NOTARY

\_\_\_\_\_  
EXPIRATION DATE

NOTARY PUBLIC \_\_\_\_\_  
STATE

NOTARY SEAL

RETURN FORM TO: OFFICE OF PUBLIC SERVICES, 2100 N.E. 30<sup>th</sup> AVENUE, BLDG. A, OCALA, FL 34470

## STATEMENT OF NO ROQ

NOTE: If you do not intend to submit a ROQ, please return this form only.

ROQ NO #11-001

FOR: **Ocala/Marion County Transportation Planning Organization (TPO)**  
**General Planning Consultant**

Judy McMinn  
Administrative Chief/Purchasing Agent  
Office of the Assistant City Manager for Public Services  
TPO of Ocala  
2100 N.E. 30<sup>th</sup> Avenue, Bldg. A  
Ocala, FL 34470

We, the undersigned, have declined to respond on the above noted ROQ for the following reason(s).

\_\_\_\_\_ Insufficient time to respond to the ROQ.

\_\_\_\_\_ Do not offer this service.

\_\_\_\_\_ Our schedule will not permit us to perform.

\_\_\_\_\_ Remove us from you Mailing List.

\_\_\_\_\_ Unable to meet insurance requirements.

Other (please specify below).

REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

We understand that if a No ROQ statement is not returned, our name may be removed from the list of the TPO.

COMPANY NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

## PROPOSER'S CERTIFICATION

I have carefully examined the ROQ and any other documents accompanying or made part of this ROQ.

I hereby propose to furnish the goods or services specified in the ROQ. I agree that my ROQ will remain firm for a period of up to one-hundred twenty (120) days in order to allow the TPO adequate time to evaluate the ROQs.

I agree to abide by all conditions of this ROQ and certify that all information contained in this ROQ is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this ROQ on behalf of the Consultant and that the Consultant is ready willing and able to perform if awarded the contract.

I further certify, that this ROQ is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a ROQ for the same product or service; no officer, employee, or agent of the TPO or any other proposer interested in said ROQ; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

### NAME OF BUSINESS

**BY:**

Sworn to and subscribed before me  
this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Name and title typed or printed

Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
Mailing Address

Personally known  
or  
Produced Identification \_\_\_\_\_

\_\_\_\_\_  
TPO, State, Zip Code

Type: \_\_\_\_\_

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

Telephone Number

**AFFIDAVIT OF COMPLIANCE**

**ROQ #11-001 – Ocala/Marion County Transportation Planning Organization  
(TPO)  
General Planning Consultant**

\_\_\_\_\_ We DO NOT take exception to the ROQ/Specifications.

\_\_\_\_\_ We TAKE exception to the ROQ/Specifications as follows:

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COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

BY (Authorized Signature): \_\_\_\_\_

TYPED OR PRINTED NAME: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ TOLL FREE: \_\_\_\_\_ FAX: \_\_\_\_\_

FILED NUMBER: \_\_\_\_\_ DATE:

\_\_\_\_\_