



**REQUEST FOR
LETTERS OF INTEREST AND STATEMENTS OF QUALIFICATIONS
BICYCLE/PEDESTRIAN PROJECTS FEASIBILITY STUDIES**

ADDRESS:

Volusia Transportation Planning Organization
2570 W. International Speedway Blvd., Suite 100
Daytona Beach, Florida 32114

TELEPHONE:

(386) 226-0422 FAX: (386) 226-0428

e-mail:

lbollenback@volusiatpo.org

One (1) original, four (4) hard copies, and one (1) CD containing the response in Adobe Acrobat Portable Document Format (pdf) must be received by the Volusia TPO no later than 5:00 p.m. local time on Friday, August 9, 2013. Responses received after this date and time will not be considered.

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VOLUSIA TPO REQUEST FOR LETTERS OF INTEREST AND STATEMENTS OF QUALIFICATIONS BICYCLE/PEDESTRIAN PROJECTS FEASIBILITY STUDIES

SECTION 1: INTRODUCTION

Purpose

The Volusia Transportation Planning Organization (VTPO) intends to enter into a contract with one or more of the most qualified firms for professional transportation planning services as described in the attached Scope of Services at compensation which the agency determines is fair, competitive, and reasonable. The purpose of this Request for Qualifications (RFQ) is to solicit letters of interest and statements of qualifications from qualified consulting firms interested in providing these services. The respondent(s) selected will be expected to have a broad range of experience in transportation planning including bicycle and pedestrian planning and design, public involvement and a clear understanding of the metropolitan planning process. A detailed list of proposed services is provided under the Scope of Services section (**Exhibit A**).

Background

The Volusia TPO is the federally designated metropolitan planning organization (MPO) for Volusia County and the incorporated communities of Flagler Beach and Beverly Beach in Flagler County. The VTPO's Metropolitan Planning Area is situated on Florida's central east coast and includes approximately 1,400 square miles and includes just fewer than 500,000 persons (2010 Census).

An expansion of the VTPO's Metropolitan Planning Area is currently underway as a result of the 2010 Census delineation of an enlarged urbanized area including parts of Palm Coast, Bunnell, and unincorporated areas in Flagler County.

The Volusia TPO's Governing Board consists of nineteen (19) elected officials from all of the member local governments – county and city – and also has representation from the Volusia County School Board and FDOT. Four advisory committees – the Technical Coordinating Committee (TCC), the Citizens' Advisory Committee (CAC), the Transportation Disadvantaged Local Coordinating Board (TDLCB) and the Bicycle/Pedestrian Advisory Committee (BPAC) support the Governing Board. Together, the board and committees are responsible for working together to improve the safety and efficiency of the transportation system in the area served by the VTPO. All modes and concerns are addressed including: transportation issues and services for the transportation disadvantaged, public transportation, roadways, bridges, and bicycle and pedestrian facilities.

SECTION 2: GENERAL INFORMATION, TERMS AND CONDITIONS

VTPO – Bicycle/Pedestrian Project Feasibility Study Consultant

Schedule of Activities for

Bicycle/Pedestrian Feasibility Studies

Continuing Services Contract

July 9, 2013

- Legal ad sent to newspapers
- E-mail sent to consultants
- Posting on www.volusiatpo.org

July 23, 2013

- Deadline to submit any questions about the Scope of Services in an e-mail to Lois Bollenback at lbollenback@volusiatpo.org. Ms. Bollenback will research questions and post responses on www.volusiatpo.org by July 30, 2013.

August 9, 2013 @ 5:00 p.m.

- Bid Proposal due at the TPO office

August 15, 2013

- *Selection Committee* evaluates Bid Proposals using established criteria and invites top ranked firms to make presentations to the selection committee

August 26-27, 2013

- Consultant Firm Presentations

September 2, 2013

(TPO Executive Committee Meeting)

- The *Selection Committee* makes recommendation to the TPO Executive Committee as to the rank order of the Consulting Firms. The TPO Executive Committee authorizes the Executive Director to execute contract with the top ranked firms.

September 25, 2013

- TPO Executive Director executes contract with the selected Consulting Firms along with issuing the Notice to Proceed.

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RFQ Closing Date and Time

One (1) original, four (4) hard copies, and one (1) CD containing the respondent's letter of interest and statement of qualifications in portable document format® (pdf) must be received by the Volusia TPO no later than 5:00 p.m. local time on Friday August 9, 2013. Responses received after this date and time will not be considered.

Delivery of RFQs

All responses shall be sealed and delivered or mailed to (faxes and e-mails will not be accepted):

Volusia Transportation Planning Organization, 2570 W. International Speedway Blvd., Suite 100, Daytona Beach, Florida 32114

Mark package(s) containing responses as follows: **VTPO BICYCLE/PEDESTRIAN PROJECTS FEASIBILITY STUDIES RFQ**

*Note: Please ensure that if a third party carrier (Federal Express, UPS, USPS, etc.) is used, they are properly instructed to deliver the responses only to the Volusia TPO at the above address. To be considered, a response must be accepted at the VTPO office no later than the RFQ closing date and time. If the response is delivered anywhere else, it may not reach the VTPO office in time.

Questions Concerning RFQ/No Contact Provision

Respondents are hereby notified not to contact any member of the Selection Committee, or any member of the Volusia Transportation Planning Organization members, their committees, except as provided herein regarding this RFQ until such time as a contract has been awarded. All inquiries pertaining to this RFQ should be directed to the designated VTPO staff liaison. Failure to abide by this condition of the RFQ may be cause for disqualification of the firm from consideration.

Questions concerning any portion of this RFQ shall be directed in writing (electronic mail and facsimile transmission is acceptable) to the below named individual who shall be the official point of contact for this RFQ. Questions must be received no later than 5:00 p.m. on July 23, 2013.

Mark envelope(s) & submit questions to:

QUESTIONS: VTPO BICYCLE/PEDESTRIAN PROJECTS FEASIBILITY STUDIES RFQ
Volusia Transportation Planning Organization
2570 W. International Speedway Blvd., Suite 100,
Daytona Beach, Florida 32114

or e-mail to: lbollenback@volusiatpo.org

Clarification and Addenda to RFQ

It is incumbent upon each respondent to carefully examine these specifications, terms and conditions. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information shall be made in writing (electronic mail and facsimile transmissions acceptable) through the designated VTPO staff liaison. The VTPO shall not be responsible for any oral representation(s) given by any

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employee, representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

If it becomes necessary to revise or amend any part of this RFQ, a good faith attempt will be made to notify all prospective respondents who were sent a Request for Qualifications, picked up or mailed an RFQ. However, **PRIOR TO SUBMITTING ITS RESPONSE, IT SHALL BE THE RESPONSIBILITY OF EACH PROPOSER TO CONTACT THE VOLUSIA TPO** to determine if addenda were issued and, if so, to obtain such addenda. Failure to acknowledge receipt of amendments by the respondent in its response may be cause for disqualifying a respondent from consideration. It is incumbent upon each respondent to ensure that they have received all addendum and amendments to this RFQ before submitting its response. All addendums will be posted on the VTPO's website at www.volusiatpo.org.

Presentations by Respondents

The VTPO, at its discretion, may ask any respondent to make an oral presentation and/or demonstration without charge. The VTPO reserves the right to require any respondent to demonstrate to its satisfaction that the respondent has the fiscal and technical ability to perform the requested services. The demonstration must satisfy the VTPO and they shall be the sole judges of compliance.

Selection Committee Review and Short-listing

The Selection Committee will review all responses submitted according to the requirements of this Request for Qualifications package and meet on August 15, 2013 to develop a short-list of respondents for further consideration. Short-listed firms will be notified on August 15, 2013.

Short-listed firms will be given up to twenty (20) minutes to present an overview of their qualifications and up to twenty (20) minutes to answer questions from the Selection Committee. The Project Manager and other key staff and sub-consultants must be present at the oral presentations. Oral presentations will occur on Monday and Tuesday, August 26-27, 2013.

Americans with Disabilities Act

In accordance with the Americans with Disabilities Act and Section 286.26, F.S., persons with disabilities needing special accommodations to participate should contact the VTPO staff office no later than 48 hours prior to any meeting at (386) 226-0422 for assistance.

Disclosure of Response Content

All responses shall be held confidential to the extent permitted by law from parties other than the VTPO until the recommendation for award is made.

The VTPO is governed by the Public Records Law, Chapter 119, F.S.

Award of Contract

Qualified respondents will be ranked by the Volusia TPO's Selection Committee on the basis of the criteria provided herein, unless the Volusia TPO determines to abandon the project prior to ranking. The Volusia TPO will attempt to enter into negotiations with the highest-ranked respondent(s), and if negotiations are successful, the Volusia TPO will attempt to enter into a contract with that (those)

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respondent(s).

Due to the unknown volume of work and diverse nature of activities expected to be performed under this (these) contract(s), the Volusia TPO reserves the right to award the contract to up to four (4) respondents that they deem to offer the best overall qualifications. No firm dollar amount for services to be performed under this (these) contract(s) can be established in advance as the extent of work required cannot be estimated at this time. **There is no guarantee of work tasks or a firm dollar amount for services to be performed under each contract.** The VTPO has the sole discretion, and reserves the right to cancel this RFQ, and to reject any and all respondents, to waive any and all informalities and or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in its best interests to do so.

Professional Services Agreement Contract

The responder(s) selected in response to this RFQ shall be expected to enter into a legally binding professional services agreement to perform the services described under the Scope of Services section (**Exhibit A**).

If the Consultant(s) fails to properly perform the conditions of the agreement, in the sole opinion of the VTPO, the VTPO will communicate to the Consultant(s) in writing the problem(s) that exist. The Consultant(s) will have up to ten (10) calendar days to rectify the problem(s). If the same or other problems persist or recur the VTPO may immediately cancel the agreement by advising the Consultant(s) in writing.

The VTPO reserves the right to cancel the agreement without cause with a minimum of thirty (30) days written notice.

Contract Discussions with Respondents

It is the VTPO's intent to commence final contract negotiations with the respondent(s) deemed most advantageous to the VTPO in accordance with the evaluation criteria specified elsewhere in this RFQ. The VTPO reserves the right, however, to conduct contract discussions with any respondent possessing a realistic possibility of contract award including request for additional information and request for "best and final" offers.

Length of Contract

The contract will be for a period of two (2) years, with the option to extend for up to two (2) additional years in one year increments.

Respondent's Responsibility

A respondent, by submitting a letter of interest and statement of qualifications represents that:

1. The respondent has read and understands the Request for Qualifications (RFQ) and the response is made in accordance therewith and;
2. The respondent is familiar with the local conditions under which services described in the Scope of Work must be performed. The respondent possesses the capabilities, resources and personnel necessary to provide efficient and successful service to the VTPO and;

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3. It is understood and the respondent agrees to be solely responsible for all services provided. Notwithstanding the details presented in the RFQ, it is the responsibility of the respondent to verify the completeness of the requirements and its suitability to meet the intent of this RFQ.

SECTION 3: CONSULTANT QUALIFICATIONS

In order to be considered for this work, the Consultant(s) must meet the following conditions at a minimum:

1. The Consultant(s) must have relevant transportation planning experience.
2. The Consultant(s) must have the hardware, software and trained technicians necessary to perform the elements described in the scope of services in an accurate and timely manner. The Consultant(s) must have the hardware and software necessary to produce geographic information system (GIS) mapping in printed and digital format. Any digital data, maps, text and plans shall be functional with the existing hardware and software systems used by the Volusia TPO (ESRI ArcGIS version 10.1, Microsoft Office, Adobe Creative Suite, and others).
3. The Consultant(s) must be qualified by FDOT to perform all work assigned to them.

CONSULTANT ELIGIBILITY:

It is a basic tenet of the VTPO's contracting program that contracts are procured in a fair, open, and competitive manner. The VTPO requires that consultants representing the VTPO be free of conflicting professional or personal interests.

Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

FEDERAL REQUIREMENTS – All Expanded Letters of Response must meet the terms of Federal Aid Contracts

- **Certification for Disclosure of Lobbying Activities** on Federal-Aid Projects;
- **DBE Participation Statement;**
- **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion** for Federal Aid Contracts; and
- **E-VERIFY:** Federal Law requires, as a condition of this contract:
The Consultant 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 Consultant during the term of the contract to perform employment duties within Florida; and
 2. all persons including sub-consultants/sub-contractors assigned by the Consultant to perform work pursuant to the contract with the department

SECTION 4: RESPONSE FORMAT

Each firm, to be considered, shall submit a written response describing how the firm is qualified to fulfill

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the requirements of the Scope of Services. The response should include sufficient information to enable the Selection Committee to fully evaluate the capabilities of the firm to provide the specified services. The written response shall utilize the following format and address in detail the items included in the Scope of Services (Exhibit A). The relative weight of each component is indicated below.

The original response must be signed by an official authorized to legally bind the respondent to its provisions and shall contain a statement that the information contained in the Letter of Interest and Statement of Qualifications is true and correct to the best of his/her knowledge and belief.

Responses should be formatted as 8-1/2" by 11" pages (electronic and hard copy); maps and other graphic information may be included as 11" by 17" formatted pages. Responses should not exceed eight (8) pages in length exclusive of resumes and required forms. Resumes of key personnel should be provided and should not exceed two (2) pages in length each. All included pages should be formatted with a minimum type size of 11 points and minimum margins of 0.5 inch.

Terms and conditions differing from those in this RFQ may be cause for disqualification of the responding firm.

A. GENERAL INFORMATION

Respondents must provide the following information:

1. The firm's name, address, phone number and e-mail address and indication as to whether the prime firm and/or sub-consultants are disadvantaged business enterprises (DBE) and/or minority business enterprises (MBE).
2. Names and qualifications of the project manager and key staff members/consultants/subcontractors who would be involved in the project.
3. Provide three (3) previous work products in this field.
4. Provide four (4) professional references.
5. Primary contact person(s), phone number, and e-mail address

If sub-consultants will be utilized, the above information is required for each firm.

B. STAFFING & PROGRAM MANAGEMENT

Responsible Office: Firms being considered for this project may have more than one office location. The Consultant must identify the location(s) at which project activities will be performed. The Consultant should identify the resources of the office where the team will be located and how the resources of the primary office (or other office) will be used. Location of the consultant staff and how the location of the firm will affect the cost-effectiveness of the services to be provided should also be discussed.

Staffing Plan: Respondents should discuss and submit a staffing plan, with applicable resumes, which clearly illustrates the organizational structure proposed to accomplish the management, technical and administrative services required to fulfill the scope of services. Project management and key technical personnel shall be identified along with the elements of the scope of services that each will participate in. Personnel must have professional written and oral communication skills. Experience with public involvement activities and ability to create innovative outreach programs preferred. If sub-consultant(s) will be utilized to make up for a deficiency in staffing, the sub-consultant(s) and the key staff should be included in the staffing plan.

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Technical Resources: The Consultant must have the hardware, software and trained technicians necessary to perform the planning and analysis services in an accurate and timely manner. The respondent should discuss the firm’s technological capabilities in areas such as computer imaging, GIS mapping, web based data applications, data visualizations, data driven applications, traffic modeling, or other applicable areas necessary to complete the project elements in the scope of services.

Program Management and Quality Control: The respondent should discuss management of the overall contract. Quality control techniques should be clearly defined and procedures for assuring quality work products should be discussed.

C. PREVIOUS PROJECT EXPERIENCE

The respondent should list and describe up to three (3) examples of projects completed within the last 3 years for which the respondent has provided the same or similar services to those being requested in the scope of services. Each example must include the name and address of the client for whom the work was completed and the name and telephone number of a contact person at the client’s organization. Each example should also include a description of the client’s objectives addressed by the project. Examples of graphics, mapping or other work products should be included.

D. CERTIFICATIONS/STATEMENTS

The following certifications/statements *must* be included:

1. DBE Participation Statement
2. Truth-In-Negotiations Certificate.
3. Non-Collusion Proposal Certification
4. Certification of Eligibility
5. Certification Regarding Lobbying
6. Debarment and Suspension Certification
7. E-Verify

SECTION 4: EVALUATION CRITERIA

Consultant ranking and selection shall be based on the following criteria:

Technical Ability

1. Technical approach to project (25%);
2. Staff with bicycle/pedestrian planning, design & cost estimating experience (25%);
3. Understanding of FDOT long range estimate (LRE) system (25%); and

Management

1. Project management and support staff (15%);
2. Ability to work with clients (10%);

EXHIBIT A
SCOPE OF SERVICES
BICYCLE/PEDESTRIAN PROJECT FEASIBILITY STUDIES

This exhibit forms an integral part of the Agreement which provides for services by the **CONSULTANTS** to prepare planning level **Bicycle/Pedestrian Feasibility Studies** for projects within the Volusia Transportation Planning Organization (VTPO) Planning Area.

I. PURPOSE

The Volusia TPO requires the professional services of one or more Consultants (hereby known as the **CONSULTANT** or **CONSULTANTS**) to support its planning staff in developing Cost Estimate Feasibility Studies for Bicycle and Pedestrian Projects. The **CONSULTANTS** must possess technical proficiency in all aspects of bicycle and pedestrian planning and design in developing accurate design, construction, right of way (level C) planning cost estimates and design schedules for the **VTPO's** Bicycle/Pedestrian XU funded Program. The work performed under this Scope of Services MUST meet the same procedures currently used by the Florida Department of Transportation, District Five Office to evaluate XU funded bicycle and pedestrian corridor projects.

II. TASK DESCRIPTIONS

The **CONSULTANTS** will be requested to assist the **VTPO** staff in performing bicycle/pedestrian planning activities described in the foregoing tasks. All assignments MUST be completed in accordance with **VTPO** policies, procedures, guidelines and rules. Federal guidelines and manuals may be required as supplemental documents. All work MUST be accomplished according to professionally acceptable engineering and planning judgment and practices. The **CONSULTANTS** will be managed by a **VTPO** Project Manager who will provide specific direction on the work to be performed by the **CONSULTANTS** for each major task as defined below through the issuance of a Work Order. The Work Order will include project requirements, schedules, documentation and total allowable project costs. Such Work Orders will be developed in cooperation with the **CONSULTANTS** and issued to the **CONSULTANTS** prior to any work on the initial task being initiated.

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Task 1 - Development of Fee Proposal

The VTPO will submit a Project Application to one of the selected **CONSULTANTS** to prepare a *Fee Proposal*. The *Fee Proposal* will be a binding fee that the VTPO will pay the selected **CONSULTANT** to conduct a specific Bicycle/Pedestrian project cost feasibility study. The *Fee Proposal* should take into account the **CONSULTANT's** time and effort to complete the following items:

- project coordination meetings with local government project sponsor and **VTPO** staff, stakeholders
- data collection (i.e., aerial photos, plans, maps, etc. as necessary),
- site visit (conduct project site visit with local government sponsor and **VTPO** staff – i.e., walk through the project site),
- development of a feasible concept plan based on the coordination meetings, data collection, and site visit,
- development of a final design, construction, right-of-way (level C) planning cost estimate using FDOT District V standards,
- presentations (if needed) to VTPO committees and stakeholders,
- preparation of a *Fee Proposal* report.

The *Fee Proposal* MUST be broken down by the above seven work categories, as well as by individual work hours and salary costs.

Task 1 - Deliverable (Fee Proposal)

At a minimum, three (3) copies of the *Fee Proposal* will need to be produced for each project reviewed. **VTPO** staff will compare the submitted *Fee Proposal* to previous *Fee Proposals* to ensure the reasonableness of the costs.

Task 2 - Cost Estimate Feasibility Study

Once the *Fee Proposal* has been finalized, **VTPO** staff will seek commitment for a local match, if required, and then issue a Work Order (through a Notice to Proceed) to authorize the **CONSULTANT** to begin work on the Cost Estimate Feasibility Study as outlined in the *Fee Proposal*.

The **CONSULTANTS** will need to review each bicycle/pedestrian project to assess the engineering and planning characteristics. This will include, but not be limited to: the

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determination of available right-of-way, the documentation and identification of the solutions of obstacles that may impede the project's constructability, permitting and socioeconomic constraints, landscaping, drainage, and engineering and design costs through site visits and coordination with sponsoring agencies.

Each **CONSULTANT** will be required to prepare documentation that provides an estimate or related planning, design, right-of-way and construction costs. Potential costs excluded from the estimates must be clearly identified (i.e., right-of-way acquisition, relocation of utilities, etc.) The cost estimates used in the document preparation MUST be coordinated with FDOT District V Long Range Estimate (LRE) figures associated with design and construction costs. The construction cost estimate can be developed using FDOT's LRE system. The design component can be estimated using FDOT's staff-hour estimation guidelines and related forms using average estimated staff-hour rates.

Each **CONSULTANT** will be required to provide an annual inflationary factor (multiplier) that can be used by the **VTPO** to estimate future costs for: design, right-of-way, and construction, in case implementation of the project cannot proceed once the study has been finalized. The annual inflationary factor must be provided in a Table for three consecutive years after the completion of the *Final Cost Estimate Report*. For example, if a *Final Cost Estimate Report* is completed in March of 2013, a Table showing the inflationary factors for March 2014, March 2015, and March 2016 must be provided.

Task 2 - Deliverable (*Cost Estimate Report*)

Five (5) printed copies and one (1) electronic copy of the *Draft Cost Estimate Report* will be submitted. The report will include a brief project description, maps, list of staff contacts involved in the review, site visit photos of opportunities and constraints, and costs estimate tables using the latest information from the FDOT District V LRE Office will need to be produced for each project reviewed. All five (5) copies will be provided to the **VTPO** who will then distribute a copy to the sponsoring agency of the project and the FDOT District V Program Management Office. The VTPO will review the *Draft Cost Estimate Report* and return reports with revisions (if any) to the **CONSULTANT**. Each **CONSULTANT** will be required implement the revisions (if any) and produce a *Final Cost Estimate Report*. At a minimum, five (5) printed copies and one (1) electronic copy of the *Final Cost Estimate Report* will need to be produced for each project reviewed. All five (5) copies will be provided to the **VTPO** who will then distribute a copy to the sponsoring agency of the project and the FDOT District V Program Management Office.

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This program is time sensitive and the **CONSULTANTS** will be required to review multiple projects within a short time period and MUST be able to provide the **VTPO** with the *Final Cost Estimate Report* within 30 days of receiving a written Notice to Proceed on Task 2 from the VTPO.

III. REPORTING

Progress Reports will be prepared by the **CONSULTANT** to document progress, problems encountered and their proposed solution, adherence to schedules, percentage of completion, and planned activities. Invoices will be based upon the **CONSULTANT's** reporting of hours worked on each task detailed in Exhibit B.

IV. SCHEDULE

The services to be rendered by the **CONSULTANTS** may commence upon the execution of this Agreement and issuance of the Notice to Proceed. The length of this Agreement shall be from the date of execution to **[end date]**.

The work will be guided by a detailed project schedule identifying major tasks, their duration and task relationships, prepared by the **CONSULTANT** and furnished to the **VTPO** after the **CONSULTANT** is issued a Work Order and Notice to Proceed.

V. LABOR-HOUR ESTIMATES

The **CONSULTANT** shall prepare a detailed project schedule using a labor-hour estimate worksheet.

VI. RESPONSIBILITIES

VI.1 Responsibilities of CONSULTANT

The **CONSULTANT** shall:

- Develop graphics, write and edit project reports concurrently with the project progress.
- Document the processes and techniques used by all involved participants in the Project.
- Make presentations with the applicable graphics to the **VTPO** sub committees and other committees as stated in the *Fee Proposal*.
- Transmit project data in Microsoft Excel, Word, GIS shapefiles and coverages in ArcGIS format; and documentation files in Adobe Acrobat pdf and Microsoft Word on CD-ROM to the **VTPO** at the closure of the project.

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VI.2 Responsibilities of VTPO

The VTPO will:

- The **VTPO** will make final decisions for technical issues, approve project invoices, and preside over Project meetings and workshops.
- Provide review of all materials and documents as submitted by the **CONSULTANT** as specified herein.
- Provide documentation (to the extent that it exists) of past study area related information deemed necessary by the **VTPO** for the completion of this contract. This information will be provided in a timely manner in accordance with the **PROJECT** schedule.

VII. METHOD OF COMPENSATION

Payment shall be made in accordance with Section 2.0 Compensation in Exhibit B of this Agreement.

VIII. KEY PERSONNEL

The **CONSULTANT's** work shall be performed and directed by key personnel identified in the proposal prepared and submitted by the **CONSULTANT**. Any changes in the indicated personnel shall be subject to review and approval by the **VTPO**.

METHOD OF COMPENSATION

1.0 PURPOSE

This Exhibit defines the limits and method of compensation to be made to the **CONSULTANT** for the completion of services. It also describes the method by which payments will be made.

2.0 COMPENSATION

For satisfactory performance of authorized services described in **Exhibit A** of this Agreement, the **VTPO** agrees to pay each **CONSULTANT** for services rendered pursuant to this Agreement, in accordance with the method outlined below.

- Lump Sum Fee - The fee for any requested portion of work will be a lump sum fee mutually agreed upon by the **VTPO** and the **CONSULTANT** as stated in a *Fee Proposal* and written in an approved Work Order.

3.0 INVOICING PROCEDURE

Progress reports and invoices will be supported by such detailed cost and other information as may be required by the **VTPO** to substantiate the charges being invoiced. The **CONSULTANT**

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will maintain for this purpose a cost accounting system that is satisfactory to the **VTPO**. Invoices will include an itemization and substantiation of costs incurred, where appropriate. The itemization must include the amount budgeted, current amount billed, total billed to date, and number of hours worked by each person or position. The detailed information must be sufficient for a proper pre-audit and post-audit of the invoice. As the *Fee Proposal* is a lump sum, the invoices will reflect a percent complete calculation.

All Invoices (along with Progress Reports) shall be dated from the first of the month through the end of the month.

The **VTPO** will render approval or disapproval of services. The **VTPO** reserves the right to withhold payments for work not completed, or work completed unsatisfactorily, or work that is deemed inadequate or untimely by the **VTPO**. Any payment withheld will be released and paid to the **CONSULTANT** when work is subsequently performed.

4.0 PROJECT CLOSEOUT

4.1 Final Audit

If requested, the **CONSULTANT** will permit the **VTPO** to perform or have performed, an audit of records of the **CONSULTANT** to support the compensation paid the **CONSULTANT**. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event that funds paid to the **CONSULTANT** under this Agreement are subsequently properly disallowed by the **VTPO** because of accounting errors or charges not in conformity with this Agreement, the **CONSULTANT** agrees that such disallowed costs are due to the **VTPO** upon demand. Further, the **VTPO** will have the right to deduct from any payment due the **CONSULTANT** under any other contract between the **VTPO** and the **CONSULTANT** an amount sufficient to satisfy any amount due the **VTPO** by the **CONSULTANT** under the Agreement. Final payment to the **CONSULTANT** will be adjusted for audit results.

4.2 Certificate of Completion

Subsequent to the completion of the final audit, a certificate of completion will be prepared for execution by both parties stating the total compensation due the **CONSULTANT**, the amount previously paid, and the difference.

Upon execution of the certificate of completion, the **CONSULTANT** will submit either a termination invoice for an amount due or a refund to the **VTPO** for the overpayment, provided the net difference is not zero.

EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT

This agreement, made and entered into this __ day of ____, 2013, by and between the **Volusia Transportation Planning Organization (formerly known as the Volusia County Metropolitan Planning Organization)**, hereinafter called the “**VTPO**” and [consultant] authorized to conduct business in the State of Florida, hereinafter called the “**CONSULTANT**”, agree as follows:

1. SERVICES AND PERFORMANCE:

- A. The **VTPO** does hereby retain the **CONSULTANT** to furnish certain services in connection with preparing **Bicycle/Pedestrian Feasibility Studies** as identified **Task 5.04 in the FY 2012-2013 to FY 2013-2014 UPWP**.
- B. The **VTPO** and the **CONSULTANT** mutually agree to furnish, each to the other, the respective services, information and items as described in **Exhibit A, Scope of Services**, attached hereto and made a part hereof.

2. BEGINNING AND TERM OF SERVICE

- A. The services to be rendered by the **CONSULTANT** may commence upon the execution of this Agreement and issuance of the Notice to Proceed. The length of this Agreement shall be from the date of execution to **[end date]**.

3. INSURANCE

The amount of liability insurance to be maintained by the **CONSULTANT** is \$1,000,000.

4. COMPENSATION

The **VTPO** agrees to pay the **CONSULTANT** compensation up to **\$100,000** for each year this Agreement is in effect as detailed in **Exhibit B**, attached hereto and made a part hereof, upon receipt of invoices showing the number of hours worked on each task detailed in **Exhibit A**.

5. MISCELLANEOUS

VTPO – Bicycle/Pedestrian Project Feasibility Study Consultant

- A. Relation of Parties.** It is understood by the parties that the **CONSULTANT** is an independent contractor with respect to the **VTPO**, and is not an employee of the **VTPO**. The **VTPO** will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of **VTPO**.
- B. Assignment.** The **CONSULTANT's** obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the **VTPO**.
- C. Return of Records.** Upon termination of this Agreement, the **CONSULTANT** shall deliver all records, data, memoranda, models, and equipment of any nature that are in the **CONSULTANT's** possession or under the **CONSULTANT's** control and that are the **VTPO's** property or relate to the **VTPO's** business.
- D. Notices.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

CONSULTANT:

[consultant name]
[consultant address]

VTPO:

**Volusia TPO
2570 W. International Speedway Blvd.
Suite 100
Daytona Beach, FL 32114-8145**

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

- E. Entire Agreement.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.
- F. Amendment.** This Agreement may be modified or amended if the amendment is made in writing, approved in advance by the **VTPO** and signed by all parties.
- G. Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

VTPO – Bicycle/Pedestrian Project Feasibility Study Consultant

- H. Waiver of Contractual Right.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party’s right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- I. Applicable Law.** The laws of the State of Florida shall govern this Agreement. The parties to this contract shall be bound by all applicable sections in the Florida Department of Transportation – Joint Participation Agreement **FPN: 421724-1-18-01**.
- J. Prohibited Interests.** No member, officer, or employee of the **VTPO**, during their tenure shall have any interests, direct or indirect, in this contract or the proceeds thereof.
- K. Non-discrimination.** The **VTPO**, with regard to the work performed will not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of contractors and subcontractors.
- L. E-Verify.** The **CONSULTANT** shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the **CONSULTANT** during the term of this agreement. The **CONSULTANT** shall expressly require any subcontractors performing work or providing services pursuant to the Florida Department of Transportation – Joint Participation Agreement **FPN: 421724-1-18-01** to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this agreement.

In Witness Whereof, the parties have executed this Agreement by their duly authorized officers on the day, month, and year set forth above.

CONSULTANT:

VTPO:

authorized signature and date

authorized signature and date

print/type

print/type

title

title

organization

organization

FORMS

DRAFT

DBE PARTICIPATION STATEMENT

Note: The Consultant is required to complete the following information and submit this form with the technical proposal.

Project Description: _____

Consultant Name: _____

This Consultant (is _____) (is not _____) a Department of Transportation certified Disadvantaged Business Enterprise (DBE).

Expected percentage of contract fees to be subcontracted to DBE(s): _____ %

If the intention is to subcontract a portion of the contract fees to DBE(s), the proposed DBE sub-Consultants are as follows:

DBE Sub-Consultant	Type of Work/Commodity
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

By: _____

Date: _____

TRUTH-IN-NEGOTIATIONS CERTIFICATE

STATE OF FLORIDA COUNTY OF VOLUSIA

Before me, the undersigned authority, personally appeared Affiant, _____, who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Truth-in-Negotiation Certification pursuant to Section 287.055(5)(a) of the Florida Statutes for the undersigned firm to receive an agreement for professional services with the Volusia Transportation Planning Organization of Volusia County, Florida.
2. That the undersigned firm is a corporation which engages in furnishing professional engineering and/or planning services and is entering into an agreement with the Volusia Transportation Planning Organization to provide professional Continuing Planning Consulting Services.
3. That the undersigned firm will furnish the Volusia Transportation Planning Organization a detailed analysis of the cost of the professional services that will be required to perform various tasks as each work order is proposed.
4. That the wage rates and other factual unit costs supporting the compensation for this project's agreement will be accurate, complete and current at the time the undersigned firm and the Volusia Transportation Planning Organization enters into the agreement for professional continuing planning consulting services and at the time of execution of each work order.
5. The undersigned firm agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Transportation Planning Organization determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the agreement. For the purpose of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Transportation Planning Organization, whichever is later.

Name of Firm/Consultant: _____

By: _____
authorized signature date

Title: _____

Attest: _____ (seal)

Notary

The foregoing instrument was acknowledged before me by _____ who has produced _____ as identification or is personally known to me.

WITNESS my hand and official seal in the State last aforesaid this _____ day of _____, 2013.

Non-Collusion Proposal Certification

By submission of this proposal, each Proposal and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal, each party certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

- 1) The prices in the Proposal have been arrived at independently without collusion, consultation, communication or agreement, with any other Proposer or with any other competitor for the purpose of restricting competition as to any other matter relating to such prices.
- 2) Unless otherwise required by law, the prices which have been noted in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor and,
- 3) No attempt has been made or will be made by the Proposer to induce any other person, partnership, or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

Firm/Consultant (Proposer) Name: _____

Typed Name and Title of Authorized Official: _____

Authorized Signature: _____

Date: _____

Certification of Eligibility

_____ hereby certifies that it is not included on the lists of persons or firms currently debarred for any reason, including but not limited to violations of various public contracts incorporating labor standards provisions, maintained by the United States Comptroller General, the United States Department of Transportation, the Florida Department of Transportation, the Volusia Transportation Planning Organization, Volusia County or any other transportation agency of any state.

Firm/Consultant (Proposer) Name: _____

Typed Name and Title of Authorized Official: _____

Authorized Signature: _____

Date: _____

CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of her or his 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 any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is 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 Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

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

Firm/Consultant (Proposer) Name: _____

Typed Name and Title of Authorized Official: _____

Authorized Signature: _____

Date: _____

DEBARMENT AND SUSPENSION CERTIFICATION

As required by U.S. Regulations on Government wide Debarment and Suspension (Non procurement) at 49 CFR 29.510

- (1) The (Name of Proposer) _____ hereby certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses listed in paragraph (b) of this certification; and
 - (d) Have not within a three-year period preceding this certification had one or more public transactions (Federal, state, or local) terminated for cause or default.
- (2) The (Name of Proposer) _____ also hereby certifies that if, later, it becomes aware of any information contradicting the statements of paragraphs (a) through (d) above, it will promptly provide that information to the U.S. DOT.

Firm/Consultant (Proposer) Name: _____

Typed Name and Title of Authorized Official: _____

Authorized Signature: _____

Date: _____

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
E-VERIFY**

Contract No:
Financial Project No(s):
Project Description:

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant 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 Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
- 2. all persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the Department.

Company/Firm: _____ Authorized Signature: _____

Title: _____ Date: _____