



Marion County Board of County Commissioners
Procurement Services Department
2631 SE Third St
Ocala, FL 34471
(352) 671-8444 (main)
(352) 671-8451 (fax)
Procurement@MarionCountyFL.org (general e-mailbox)

20Q-121: General Planning Consultant for TPO

PROPOSAL QUESTIONS:

Proposers are encouraged to submit questions they have regarding the requirements or scope of the RFQ. All questions must be made only to Procurement, and received by the date indicated to be considered. Questions will not be answered over the phone; they must be submitted by fax or email, and must be acknowledged below when issued by addendum.

LAST DAY FOR QUESTIONS: March 26, 2020, 12:00PM

DUE DATE: April 10, 2020, 3:00PM

For questions relating to this solicitation, contact: Sue Moreland | susan.moreland@marioncountyfl.org

It is the responsibility of contractors who receive this Solicitation from sources other than Marion County or DemandStar to contact the Procurement Services Department prior to the due date to ensure any updates/addenda are received in order to submit a responsible and responsive offer. Not submitting a complete and accurate document may deem the offer non-responsive and have your bid rejected.

ADDENDA ACKNOWLEDGMENT: Prior to submitting my offer, I have verified that all addenda issued to date are considered as part of my offer: Addenda received (list all) # _____

Company Name: _____

Printed Name: _____ Title: _____

Primary E-mail address (required): _____

Secondary E-mail address (required): _____

Street Address: _____

Mailing Address (if different): _____

Telephone: (_____) _____ FEIN: _____

Indicate whether your firm accepts Visa for payment award of this contract: (circle) **YES / NO**

My submittal contains pages which are considered proprietary or confidential: **YES / NO**

By noting "yes," firm acknowledges its responsibility to identify pages as such on all sets. Information may be subject to public records request if the notation does not meet FL Statutes 119.07 definition; subject to County Procurement or Legal opinion.

By signing this form, I acknowledge I have read and understand, and my firm complies with all General Conditions and requirements set forth herein (*please sign in BLUE ink*):

SIGNATURE OF AUTHORIZED REPRESENTATIVE _____

PRINTED NAME OF AUTHORIZED REPRESENTATIVE _____

DATE SUBMITTED _____

This document must be completed and returned with your Submittal

RFQ 20Q-121
General Planning Consultant for TPO

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RFQ 20Q-121

General Planning Consultant for TPO

PART 1 - SCOPE OF WORK

The Ocala Marion County Transportation Planning Organization (TPO) in conjunction with the Marion County Procurement Services Department, is seeking professional consultant services. This Request for Qualifications (RFQ) is for the TPO's General Planning Consultant (GPC) contract. The work to be performed involves a variety of technical, graphical, public involvement, and product review activities, on a Task Order basis, for transportation planning functions identified in the TPO's Unified Planning Work Program (UPWP). 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 one or more Consultants in accordance with the Consultants Competitive Negotiations Act, Florida Statute 287.055, as amended. This will include review of RFQs received, selection and ranking of consultants for discussions and evaluations and selection of the Consultant(s) deemed to best serve the interests of the TPO. It is anticipated that any resulting agreement would be in the form of a three (3) year contract with two (2), one (1) year options for renewal.

1. SCOPE OF SERVICES

The Consultant(s) 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 RFQ. The Consultant(s) 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 Consultant(s) will be managed by the TPO Director (to include the Director or his designee). The TPO Director will define the scope of work for each task to be performed by the Consultant, as described in this RFQ and through the preparation of a Task Order for each task. For each Task Order, the Consultant Project Manager and the TPO Director will discuss the requirements of the task as well as negotiate the hours required to complete the task. The Consultant may assist in preparing the Task Order. After negotiations, the TPO will issue the Task Order, which shall include product requirements, schedules, billing rates, number of hours, documentation requirements, and total allowable task costs. Task Orders will be issued, in writing, along with the Notice to Proceed in the form of a Letter of Authorization for the Task Order, to the Consultant's Project Manager prior to any work on the Task Order being initiated.

The Consultant(s) may be requested to assist the TPO staff by providing planning services that include the following topic areas.

Congestion Management Plan

The Consultant may be required to work with the TPO in the development of a revised Congestion Management Plan (CMP) to better manage congestion and to meet State Statutes and Federal requirements. The TPO is anticipated to become a Transportation Management Area (TMA), post 2020 Census. Therefore, the CMP will be a high priority task to be completed under this GPC

contract. The last significant development of the TPO's CMP was in 2011, which included CMP Policy Procedures and State of System reports. It is anticipated both documents will be revised and likely combined into one comprehensive CMP.

Safety Planning

Improving safety is critical to the future of transportation in Marion County. The Consultant may be required to support the TPO in the development of a plan or actionable strategies that support the improvement of safety for all users. This may include a comprehensive assessment of the primary locations, types or causes of safety issues in the County; identification of solutions and strategies to improve safety; and innovative methods to improve public awareness and education. The Consultant should have a strong and innovative background in safety, technical analysis work, and an understanding of the TPO/MPO's role in collaborating with local governments and safety partners.

Corridor Analysis

As Marion County's population and transportation system continues to expand and develop, the Consultant may be required to perform professional planning activities, not limited to the completion of corridor studies, land use analysis, market area study, and traffic circulation. Services may be to support a single corridor or involve a sub-area or major activity center within Marion County.

Economic and Community Impact Analysis

The Consultant may be required to support the TPO in determining the economic and community benefits/impacts of bicycling and trails related to transportation and tourism in Marion County. The Consultant should have specialized expertise in economic impact/benefit studies related to bicycling and trails. The Consultant may be required to analyze, assess and summarize a comprehensive study on both the qualitative and quantitative benefits of bicycling and trails in Marion County.

Resiliency Planning

Improving resiliency is crucial to the long-term viability of the transportation system in Marion County. The Consultant may be required to support the TPO in working with its government partners to identify vulnerable road and bridge assets that may be disrupted or damaged by extreme weather events (e.g., flooding). This task may involve the development of a plan or strategies that address resilience, support greater adaptation, short and long-term planning and risk reduction.

Transportation Studies

The consultant may be required to support the TPO in conducting localized transportation studies in downtowns, major activity centers or hubs. This may include an analysis of the transportation network, intersections, traffic circulation, truck routes and parking.

ACES (Automated, Connected, Electric, Shared-use) Vehicles and Emerging Technologies

The transportation system of Marion County, Florida and the nation is in the process of becoming more complex and will be transformed through ACES and other emerging technologies. The consultant may be required to support the TPO in further understanding the future implications of these advancements, including the development of policies, plans and/or overall approaches. This may also involve how to better integrate short-term and long-term planning through the TPO's core planning documents to address the challenges and opportunities of the future.

Other Supporting Activities

In addition to the tasks outlined, the Consultant(s) may be required to perform the following other types of work under this GPC:

- General data collection and analysis
- Budgeting and fiscal management
- Database development
- Geographic Information System (GIS) support
- Modeling support
- Bicycle and pedestrian planning/studies
- Freight and goods movement planning
- Public involvement activities
- Transportation System Management and Operations (TSMO) activities, planning
- Efficient Transportation Decision Making (ETDM) support

2. RESPONSIBILITIES OF THE TPO

The TPO shall be responsible for the following activities: the day-to-day management of the contract, all coordination with the Consultant pertaining to the development and execution of all Task Orders of the Agreement; defining the specific work to be performed, and schedule for completion of such work; agreeing on the Consultant staff and availability (including substitutions from the available staffing list provided); reviewing Consultant's work and deliverables; and the processing of invoices for payment.

The TPO shall provide, prior to the initiation of any work defined in this RFQ, a specific Task Order for the task defining the work to be accomplished, the schedule for the work, and the total reimbursement due the Consultant.

3. RESPONSIBILITIES OF THE CONSULTANT

The Consultant shall provide an overall Project Manager, who will be the primary point of contact for the scope, schedule, negotiation of task hours, work hours coordination, and completion of all Task Orders. The Consultant may also assist the TPO Director in preparing Task Orders. The Consultant shall provide and maintain a list of staff and present it to the TPO for each Task Order.

The Consultant Project Manager shall meet as needed with the TPO Director and shall provide monthly progress reports as needed for the Task Order(s). The Consultant shall provide a detailed hourly breakdown by task for all progress/billing reports for the evaluation of the task and processing of invoices.

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

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

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

4. RFQ & CONTRACT INFORMATION

Evaluation of RFQs

The Selection Committee will review and evaluate all responsive RFQs according to the SCORING GUIDELINES, taking into consideration the following evaluation factors.

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

Contract Award

Award(s) will be made upon approval by the Marion County Board of County Commissioners (the County) and the TPO Governing Board of the Selection Committee's evaluation and recommendation. The contract will be binding upon approval of award and execution by the parties.

The Consultant(s) shall understand that this RFQ does not constitute an agreement or a contract.

Term

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

Schedule

The Consultant(s) agree(s) to begin work after issuance of a Notice to Proceed by the TPO and upon receipt of the first Task Order. A schedule will be specified for individual Task Orders.

Method of Compensation

Payment shall be made in accordance with the County's established procedures. Rates for all job classifications will be negotiated prior to the beginning of the agreement and will be included in the contract.

Key Personnel

The Consultant's work shall be performed and directed by key personnel identified in the RFQ. Any changes in the indicated personnel shall be subject to review and approval by the TPO Director.

Subcontracting Services

Services assigned to Subconsultants must have written approval in advance by the TPO in accordance with this Agreement. Additional Subconsultants with specialized areas of expertise may be required by the TPO or requested by the Consultant to complete specific Task Order assignments. The need for an additional Sub consultant(s) to be hired and given work assignment to be performed shall be requested by the TPO or the Consultant in writing and agreed to by the TPO in consultation with the Florida Department of Transportation (FDOT) prior to any work being performed by the Sub consultant.

Meetings

The Consultant must be available for meetings. The Consultant should be available with reasonable notice to attend meetings at the request of the TPO.

Equal Opportunity Statement

The Ocala Marion TPO in accordance with Title VI of the Civil Rights Act of 1964, notifies all consultants and individuals that it will require affirmative efforts are made to ensure participation by minorities in any contract for consultant services. Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit an RFQ proposal in response to this advertisement and will not be discriminated against on the grounds of race, color, national origin, sex, age, disability, family or religious status in consideration for an award. The Ocala Marion TPO has a DBE Affirmative Action Plan and policy statement to ensure equitable opportunity for contracts and subcontracts. In accordance with 49 Code of Federal Regulations (CFR) Part 26 and the Florida Department of Transportation (FDOT) DBE Program Plan, DBE participation shall be achieved through race-neutral methods. Race neutral means that the TPO can likely achieve the overall DBE aspirational goal of 10.65% through ordinary procurement methods. Therefore, no specific DBE contract goal may be applied to this contract. Nevertheless, the TPO is committed to supporting the identification and use of DBEs and other small businesses, and encourages all reasonable efforts to do so. Furthermore, the TPO recommends the use of certified DBEs listed in the Florida Unified Certification Program (UCP) [DBE Directory](#), who by reason of their certification are ready, willing, and able to provide and assist with the services delineated in the Scope of Services. Assistance with locating DBEs and other special services are available at no cost through FDOT's Equal Opportunity Office DBE Supportive Services suppliers. More information is available by visiting:

<https://www.fdot.gov/equalopportunity/> or calling 850-414-4750.

Federal Debarment

By submitting a formal response, the Consultant certifies that no Principal (which includes officers, directors or executives) is presently suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation on this transaction by any Federal Department or Agency.

5. SUBMISSION OF RFQs

RFQ General Requirements

Consultants that are interested in providing professional planning services for the TPO are required to submit an RFQ package. Each RFQ shall have any supporting documentation deemed necessary, providing a straightforward, concise delineation of the Consultant's capabilities to satisfy the requirements of the RFQ. The emphasis in each RFQ must be on completeness and clarity of

content. RFQ submission requirements are listed in **PART 2 – INTENT AND GENERAL INFORMATION** and must be followed to ensure a uniform review process. All RFQs must be submitted in the manner and order specified. Any attachments must be clearly identified.

RFQ Cover Page

The Cover Page must be signed (in blue ink) by a representative who is authorized to contractually bind the Consultant. The signature block shall show the printed or typewritten name of the individual signing.

RFQ Package

The RFQ must be divided into sections and be **no more than 30 pages** (including Cover Letter). The **SUBMITTAL LAYOUT/ORDER OF DOCUMENTS** is listed in **PART 2, SECTION 2.4**.

Incurred Expenses

Neither the TPO or the County are responsible for any expenses, which proposers may incur in preparing and submitting for this RFQ or for any costs incurred by the Consultant in connection with interviews/presentations (i.e., travel, accommodations, etc.).

Request for Modification

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

Request for Additional Information

The Consultant shall furnish such additional information as the Selection Committee 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.

Acceptance/Rejection/Modification to RFQs

The Selection Committee reserves the right to negotiate modifications to RFQs that it deems acceptable, reject any and all RFQs, and to waive minor irregularities in the RFQ.

Economy of Preparation

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

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 Consultants shall be aware that RFQs and the responses thereto are in the public domain. However, the Consultants are requested to **identify specifically** any information contained in their RFQs which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

Submission of Multiple RFQs

No Consultant may submit multiple RFQs. Only one (1) RFQ will be accepted per individual owner(s)/partners.

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RESUMES OF KEY INDIVIDUALS

Use one page per individual - copy as needed for additional pages.

Separate resumes will be accepted provided they contain equivalent information and are no more than two pages per individual.

Name of Individual: _____

Title and/or Position: _____

Indicate if individual is authorized to sign contracts on behalf of the Firm: _____

Name of Company	Office Location	City of Residence	Years of Experience in Field	Years with this Firm

Education / Certifications / Registration

Describe Related Experience Within the Last 5 Years and your SPECIFIC ROLE This Firm Previous Firm

Project Descriptions –

Project Descriptions –

Project Descriptions –

Description of Equipment/Hardware/Software Familiarity and Significant Accomplishments

This document must be completed and returned with your Submittal

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General Planning Consultant for TPO

DISCLOSURE OF SUBCONTRACTORS AND SUB-CONSULTANTS

FIRM NAME _____

Please list all Subcontractors and Sub-Consultants to be used in connection with your performance of the Contract. The County reserves the right to accept or reject any subcontractor based on past performance, location, or any other grounds that may conflict with the best interests of Marion County Board of County Commissioners. (*Use additional pages, if necessary*):

Sub Name: _____

Point of Contact: _____ Phone Number _____

Physical Office Address: _____

Email Address _____

County in which business is registered as an entity: _____

Firm's % of Workload/Responsibility under this project _____

Firm is a Joint Venturer (partner in this project) Subcontractor*

*If above is a Subcontractor, the Prime intends to use the proposed firm for the following task(s):

Sub Name: _____

Point of Contact: _____ Phone Number _____

Physical Office Address: _____

Email Address _____

County in which business is registered as an entity: _____

Firm's % of Workload/Responsibility under this project _____

Firm is a Joint Venturer (partner in this project) Subcontractor*

*If above is a Subcontractor, the Prime intends to use the proposed firm for the following task(s):

Sub Name: _____

Point of Contact: _____ Phone Number _____

Physical Office Address: _____

Email Address _____

County in which business is registered as an entity: _____

Firm's % of Workload/Responsibility under this project _____

Firm is a Joint Venturer (partner in this project) Subcontractor*

*If above is a Subcontractor, the Prime intends to use the proposed firm for the following task(s):

This document must be completed and returned with your Submittal

SIMILAR WORK DETAIL

Provide at least three (3) unique references for similar work that your company has completed.

Entity Name:	
How the scope of work applies to this RFQ:	
Entity Address:	
City, State, ZIP:	Phone Number:
Point of Contact:	E-mail:
FOR COUNTY USE ONLY BELOW THIS LINE	
Work completed on-time:	Work completed within contracted budget:
Work completed in accordance with SoW:	Work completed in a professional manner:

Entity Name:	
How the scope of work applies to this RFQ:	
Entity Address:	
City, State, ZIP:	Phone Number:
Point of Contact:	E-mail:
FOR COUNTY USE ONLY BELOW THIS LINE	
Work completed on-time:	Work completed within contracted budget:
Work completed in accordance with SoW:	Work completed in a professional manner:

Entity Name:	
How the scope of work applies to this RFQ:	
Entity Address:	
City, State, ZIP:	Phone Number:
Point of Contact:	E-mail:
FOR COUNTY USE ONLY BELOW THIS LINE	
Work completed on-time:	Work completed within contracted budget:
Work completed in accordance with SoW:	Work completed in a professional manner:

This document must be completed and returned with your Submittal

CONFLICT OF INTEREST STATEMENT

Florida Statute §112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the County either directly or indirectly. Therefore, please indicate if the following applies:

PART 1.

- I am an employee, public officer, or an advisory board member of the County (LIST).
NAME: _____
- I am the spouse or child of an employee, public officer or advisory board member of the County.
NAME: _____
- An employee, public officer, or advisory board member of the County, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of any business entity. For the purposes of FS §112.313, indirect ownership does not include ownership by a spouse or minor child.
NAME: _____
- Respondent employs or contracts with an employee, public officer, or advisory board member of the County.
NAME: _____
- Principal or Agent is former employee of MCBCC with less than one (1) year of inactive service.
NAME: _____
- NONE OF THE ABOVE

PART 2.

Are you going to request an advisory board member waiver?

- I will request an advisory board member waiver under FS §112.313(12)
- I will NOT request an advisory board member waiver under FS §112.313(12)
- N/A

The County shall review any relationship which may be prohibited under the Florida Ethics Code and will disqualify any vendor whose conflicts are not waived or exempt.

COMPANY _____

PRINTED NAME _____

SIGNATURE _____

This document must be completed and returned with your Submittal

RFQ 20Q-121
General Planning Consultant for TPO
PART 2 - INTENT AND GENERAL INFORMATION

Thank you for your interest in working with Marion County and the Ocala Marion Transportation Planning Organization (TPO). We look forward to working with you. Pertinent information and required documents regarding this solicitation as part of a responsive submittal are listed below:

2.1 REQUEST FOR QUALIFICATIONS:

The Marion County Procurement Services Department on behalf of the Board of County Commissioners (County) and in conjunction with the TPO is soliciting letters of interest for statements of qualifications for this project. Marion County and the TPO expect interested individuals and firms will make every effort to assemble a team with the requisite expertise and qualifications to supply the product or service.

SELECTION COMMITTEE APPOINTMENT AND SUBMITTAL EVALUATION PROCESS:

Proposals will be evaluated by an Administration-approved Selection Committee. In all cases, firms will be evaluated based on the criteria herein. In cases where there is only a single response, or the only responding firm(s) is the TPO's incumbent provider, the using Director may recommend some/all/none of the respondents qualified for the type of work.

PROHIBITION OF LOBBYING:

To ensure fair consideration for all proposers, the County prohibits communication relative to this RFQ to or with any department, bureau or employee during the submission process, except as provided in this section. Additionally, the County prohibits communication initiated by a proposer to any County Official or person evaluating or considering the proposals (up to and including the County Administrator, Board of County Commissioners, TPO Director and TPO Governing Board) before the time an award decision has been made. Any communication between proposer and the County or TPO will be initiated by the Procurement Services staff in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Such prohibited communications initiated by a proposer may be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

2.2 HOW TO SUBMIT A REQUEST FOR QUALIFICATIONS (RFQ):

Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required previously stated information appears on the outer package or envelope used by such service. Include all required documents having authorized signatures; itemized and included herein, all must be received in a sealed package prominently marked on the outside with the contact's name, phone number, fax number, e-mail address (if applicable), company name, address along with the project number and title.

DEADLINE for receipt of submittals in response to this Request for Qualifications is listed on the Invitation's Cover Page. Submittals should be mailed or hand delivered to: **Marion County Procurement Services Department, 2631 SE Third St, Ocala, Florida 34471**. Submissions by fax or other electronic media will not be accepted *under any circumstances*. Proposers who fail to include the solicitation reference information on the face of the envelope may be deemed "non-responsive," and such proposers shall have no grounds of protest in the event their submittals are opened in error. The County and TPO are not responsible for delays caused by any mail, package or courier service, including the US mail, or caused by any other occurrence. Any proposal received after the due date and time stated will not be opened, and will not be considered.

2.3 SUBMITTAL OPENING PROCESS:

Proposals will be opened on or as reasonably feasible after the Due Date, after which time a Respondents' List will be prepared and uploaded to DemandStar. A Selection Committee Meeting will be set when the Committee has had sufficient time to review all submittals. The Selection Committee Meeting will be noticed on DemandStar (only), and after the Committee makes its recommendation, all responding firms will be notified of intent.

2.4 SUBMITTAL REQUIREMENTS AND EVALUATION OF PROPOSALS:

Proposals will be reviewed, and evaluated by a Selection Committee based upon the criteria below, and as supported by the firm's documentation for the requirements within each tab. The Selection Committee or using Director will make recommendation to short-list, accept, and/or negotiate with any, all, or none of the firms. Short-list or a selected group of firms may be invited to interviews or to make presentations. Such interviews or presentations may provide opportunity for the firms to clarify the information provided in their proposal. If firms participate in interviews or presentations, the final decision of the Selection Committee will be based on the tabulation from the interviews or presentations. The County reserves the right to make selections based on the submittals only or to request interviews or presentations before determining final ranking. Procurement will notify the firm(s) of recommendations, and will present to the Board of County Commissioners and TPO Governing Board, both of whom have the authority to make the final determination and award contracts.

SCORING GUIDELINES:

All submittals received in accordance with this solicitation will be evaluated using the following scoring guidelines (multiplied by weights when applicable) unless other scoring is specifically identified in the category:

- 0 *Non-Responsive – Included no information on subject criteria; blank; unacceptable*
- 1 *Poor - Indicated responses, but indecipherable or incomplete for subject criteria; unacceptable*
- 2 *Fair – Contained adequate information, but information is less than required of subject criteria; unacceptable*
- 3 *Average – Included minimum information requested in subject criteria; acceptable*
- 4 *Good – Response was thorough and complete for subject criteria; acceptable*
- 5 *Excellent – Response exceeds requested criteria; exceptional resources, staff, materials, etc.; excellent*

A. FIRM AND PROFESSIONAL PERSONNEL QUALIFICATIONS & EXPERIENCE

- The firm demonstrated its qualifications and capability to perform services as described in this RFQ. The firm included examples of current or past projects of a similar scope of work to demonstrate its depth of experience. In the description of each similar project, the firm identified any of the proposed team members who worked on the project.
- The firm included its organization profile & identified the project team and their qualifying credentials, (including specific names, functions and resumes of personnel assigned to the project, years of experience, years with the submitting company, and specific knowledge with regards to services under this RFQ).

Weight for this category is 8 (weight for each item is 4) (Min 0, Max 40*)

B. PROJECT UNDERSTANDING/APPROACH and MANAGEMENT PLAN

- Demonstrated clear understanding of the nature of the scope of work in the RFQ.
- Proposal outlined project team's approach and management plan for providing services.
- Discussed staffing plan including current and anticipated workload, with key team members' capacity to perform services.
- Outlined firm's approach for completing services within budget and as scheduled.
- Described quality assurance/quality control (QA/QC) approach or process.

Weight for this category is 10 (weight for each item is 2) (Min 0, Max 50*)

C. COMPLETENESS & QUALITY OF PROPOSAL and REFERENCES

- Proposal provides a straightforward, concise description of the proposer's experience and ability to fulfill the requirements of the RFQ. Proposal is professional in appearance. All documents listed are included in the proposal. The firm included three (3) letters of reference from clients for which they performed the type of work requested for the scope under this RFQ, and for an agency similar in size and type to the Ocala Marion TPO.

Weight for this category is 2 (Min 0, Max 10*)

*Scores are per Committee Member; to gain maximum points, verify each item above is supported by all necessary and required documentation listed in the tabs below.

HOW TO ASSEMBLE YOUR PROPOSAL:

The following documents and forms must accompany any offer submitted **in the order identified**, and will be the basis for Selection Committee evaluation and scoring for the criteria listed in Section 1.4. A submittal returned without these documents may deem the offer non-responsive. Marion County reserves the right to request additional information from any vendor prior to award.

SUBMITTAL LAYOUT/ORDER OF DOCUMENTS (each letter is a TAB)

- A. Firm and Professional Personnel Qualifications and Experience
 1. Describe how your firm is qualified and capable to perform the services described in this RFQ. Include examples of current or past projects, organizational profile, project team and their qualifying credentials.
 2. Describe the firm's and project team's approach, management plan, and staffing plan for providing the services described in the Scope of Work in the RFQ.
 3. Describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the firm, any of its employees, subcontractors, or Sub-Consultants intended for this project is, or has been involved within the last three (3) years.
- B. Letter from a financial institution with which the firm has conducted business for at least the last 12 months stating the firm is in good standing (this should be generic enough to not be considered confidential).
- C. Letters of Reference from three (3) clients for which the Consultant performed similar work.
- D. Organization Chart indicating staff to be assigned to Tasks under this contract and availability (percent of time to be dedicated to this contract).
- E. ****Resumes of key individuals and personnel to be assigned to project.**
- F. The submittal shall contain *proof of insurability* 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+ for the required insurance(s) listed below:
 - Professional Liability Insurance- with an occurrence limit of not less than \$1,000,000. The awarded Firm must maintain this insurance for at least five (5) years beyond the end of the contract. The awarded firm shall have and maintain during the period the services are rendered a professional liability insurance policy or policies with a company or companies authorized to do business in the State of Florida.
 - Workers Compensation Insurance- for all employees of the vendor as required by Florida Statute 440, and Employer's Liability limits of not less than \$1,000,000 per accident.
 - Commercial General Liability Insurance- on a comprehensive basis in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 annual aggregate, the County of Marion must be shown as an additional insured.
 - Business Auto Liability- shall be provided by the CONSULTANT with combined single limits of not less than \$1,000,000 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.
- NOTE! If awarded a contract, firm will be required to attain and provide a Certificate of Insurance with Marion County named as additional insured and a waiver of subrogation included in the Worker's Compensation policy.**
- G. Proof of required license when applicable (firm is responsible to know which license is required for work under this RFQ)
- H. Proof of firm entity location (tangible tax listing, firm license or registration on www.sunbiz.org, or other type of location documentation)
- I. Proof of firm's ability to do business in the State of Florida
- J. W-9
- K. DBE Certification for Consultant and/or Subconsultants
- L. ****Similar Work Detail**
- M. ****Conflict of Interest Statement**
- N. ****Cover Page** with acknowledgement of addenda and firm's responsibilities (defined in section 2.7)
- O. ****Disclosure of Subcontractors and Sub-Consultants**

****Documents are included with this RFQ**

PROPOSAL SPECIFICATIONS AND ASSEMBLY:

- **One (1) Original Document** – with original signatures and noted **ORIGINAL**. *Double sided printing is encouraged when appropriate.*
- **Plus three (3) Copies of Original Document** – (copies of original submittal including any additional materials/enclosures provided) clearly noted **COPY** on the cover. *Double sided printing is encouraged whenever appropriate for the submittal.*
- **Plus one (1) Electronic Copy on a thumb drive** - file shall be provided as a single .pdf and limited to <25MB. Files which exceed this size may be modified by the County to meet this size, and when not possible, re-requested of the firm.
- **Page Limit** – No more than 30 pages, including Cover Letter.
- **Page Size** – 8 ½" x 11".
- **Binding** – It is preferred that all submittals be submitted using comb binders that shall be neat and appropriate for the document's thickness. **NO 3-RING BINDERS**.

2.5 DISCUSSIONS AND NEGOTIATIONS

The County, in its sole discretion, may do any or all of the following:

1. Evaluate proposals and award a contract with or without discussions with any or all of the Proposers.
2. Discuss and negotiate anything and everything with any Proposer or Proposers at any time.
3. Request additional information from any or all Proposers.
4. Request one or more best and final offers from any or all Proposers.
5. Accept any Proposal in whole or in part.
6. Require a Proposer to make modifications to their initial Proposals.
7. Make a partial award to any or all Proposers.
8. Make a multiple award to any or all of Proposers.
9. Terminate this RFQ, and reissue an amended RFQ.

NEGOTIATIONS FOR PROJECTS:

Negotiations will be held with the most qualified firm(s), as recommended, for compensation which the County and the TPO determine is fair, competitive, and reasonable. Should the County be unable to negotiate a satisfactory contract with the firm(s) considered to be the most qualified at a price the County and TPO determines to be fair, competitive, and reasonable, negotiations with that firm(s) will be formally terminated. The County and TPO will then undertake negotiations with the most qualified firm next in line and, if failing accord, the County and TPO will terminate negotiations. Should the County and TPO be unable to negotiate a satisfactory contract with one of the top three firms, the County and TPO may select an additional firm(s) in the order of their competence and qualification and continue negotiations until an agreement is reached.

2.6 BILLING COMPLIANCE:

Firm should be able to provide a variety of options for invoice and statement formats to accommodate the specific needs of the TPO and the County.

2.7 ACKNOWLEDGEMENT OF FIRM'S RESPONSIBILITIES:

Firm's authorized representative shall review and acknowledge all addenda issued to date on the Cover Page. As the Firm's authorized representative, by signing on the Cover Page, I acknowledge that I understand timely commencement may be considered in award of this Request for Qualifications (RFQ), and cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for assessment of liquidated damages claims; I further certify services will meet or exceed RFQ requirements; and I declare I have carefully examined the RFQ, specifications, terms and conditions as applicable, and I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare I have not divulged, discussed or compared this RFQ with any other Offeror and have not colluded with any Offerors or parties to an RFQ whatsoever for any fraudulent purpose.

2.8 AFFIRMATION OF FDOT CERTIFICATION:

By submitting this RFQ, the GPC affirms that it is FDOT prequalified in the work category Group 13- Planning. Any Consultant not prequalified by the FDOT and is interested in being considered for this GPC

contract, must contact and complete a Request for Qualification Package to the FDOT Procurement office at: <https://www.fdot.gov/procurement/default.shtm> by the deadline of this RFQ.

2.9 PUBLIC RECORDS COMPLIANCE SERVICES/CONSTRUCTION IF NO AGREEMENT

FIRM'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S., FIRM agrees to comply with all public records laws, specifically to:

1. Keep and maintain public records required by the County to perform the service.
 - The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
 - Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the County. FIRM's records under this Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided for by law. If a FIRM does not comply with the County's request for records, the County shall enforce the provisions in accordance with the contract.
3. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the FIRM does not transfer the records to County.
4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the FIRM or keep and maintain public records required by the County to perform the service. If the FIRM transfers all public records to the County upon completion of the contract, the FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the FIRM keeps and maintains public records upon the completion of the contract, the FIRM shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT MARION COUNTY PROCUREMENT AT (352) 671-8444, BY MAIL AT 2631 SE 3rd ST, OCALA, FL 34471 OR BY EMAIL AT PROCUREMENT@MARIONCOUNTYFL.ORG.

A FIRM who fails to provide the public records to the County within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

RFQ 20Q-121

General Planning Consultant for TPO

PART 3 - GENERAL CONDITIONS - Revised 12/07/18

3.1 PUBLIC ENTITY CRIME: A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide goods or services to a public entity, for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

3.2 INDEMNIFICATION : The Contractor agrees to indemnify and hold harmless Marion County and its elected officials, employees and volunteers from and against all claims, losses and expenses, including legal costs, arising out of or resulting from, the performance of this contract, provided that any such claims, damage, loss of 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 firm.

3.3 ANTI TRUST LAWS: By submission of a signed Bid, the successful Vendor acknowledges compliance with all antitrust laws of the United States and the State of Florida, in order to protect the public from restraint of trade, which illegally increases prices.

3.4 DOCUMENT RE-CREATION: Vendor may choose to re-create any document(s) required for this solicitation, but must do so at his own risk. All required information in the original County format must be included in any re-created document. Submittals may be deemed non-responsive if required information is not included in any re-created document, or is altered from its originally distributed format/content.

3.5 FUNDING: Obligation of the County for payment to a Contractor is limited to availability of funds appropriated in a current fiscal period, and continuation of contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

3.6 INTERPRETATION, CLARIFICATIONS AND ADDENDA: No oral interpretations will be made to any vendor as to the meaning of the Bid Contract Documents. Any inquiry or request for interpretation received by the Marion County Procurement Services Department before the date listed herein will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Bid Conference, mailed or sent by available or electronic means to all attending prospective Submitters prior to the established Bid opening date. Each Vendor shall acknowledge receipt of such addenda in the space provided. In case any Bidder fails to acknowledge receipt of such addenda or addendum, his bid will nevertheless be construed as though it had been received and acknowledged and the submission of his bid will constitute acknowledgment of the receipt of same. All addenda are a part of the BID FORMS and each Bidder will be bound by such addenda, whether or not received by him. It is the responsibility of each bidder to verify that he has received all addenda issued before bids are opened.

In the case of unit price items, the quantities of work to be done

and materials to be furnished under this Bid Contract are to be considered as approximate only and are to be used solely for the comparison of bids received. The COUNTY and/or his CONSULTANT do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Vendor plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and/or Drawings and other bid/proposal Documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices bid.

3.7 GOVERNING LAWS AND REGULATIONS: The vendor is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

3.8 PROPRIETARY/CONFIDENTIAL INFORMATION: Vendors are hereby notified that all information submitted as part of, or in support of Bids, will be available for public inspection ten days after opening of the Bids or until a short list is recommended whichever comes first, in compliance with Chapter 119, and 287 of the Florida Statutes. Any person wishing to view the Bids must make an appointment by calling the Marion County Procurement Services Department at (352) 671-8444. All Bids submitted in response to this solicitation become the property of the County. Unless information submitted is proprietary, copy written, trademarked, or patented, the County reserves the right to utilize any or all information, ideas, conceptions, or portions of any Bid, in its best interest.

3.9 TAXES: Marion County Board of County Commissioners, Florida, is exempt from sales and excise taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request.

3.10 NON-COLLUSION DECLARATION: By signing this ITB, all Vendors shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the work for which their Bid has been submitted; or to refrain from Bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder, or any person interested in the proposed work.

3.11 BIDDER RESPONSIBILITY: Invitation by the County of Marion to vendors is based on the recipient's specific request and application to DemandStar by Onvia at www.DemandStar.com [(800) 711-1712] or as the result of response by the public to the legal advertisements required by State and County law. Firms or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind.

3.12 OWNERSHIP OF SUBMITTALS: All correspondence relating to or in reference to this ITB, and all other documentation submitted by the vendors will become the property of the Marion County Board of County Commissioners. Reference to literature

submitted with a previous Bid will not relieve the Bidder from including required documents with this Bid.

3.13 EXAMINATION OF BID DOCUMENTS: Each Bidder shall carefully examine the Bid Document to ensure all pages have been received, all drawings and/or Specifications and other applicable documents are included, and shall inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him of the obligations and responsibilities assumed under the Contract.

3.14 VENDOR RESPONSIBILITY: Vendors are fully and completely responsible for the labeling, identification and delivery of their submittals. The Procurement Services Department will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the U. S. Postal Service.

3.15 LONG TERM CONTRACT AND ECONOMIC CHANGE: During the life of the contract, if circumstances (e.g.: fuel costs) arise beyond the Contractor's control creating a need for a price adjustment, the Contractor may submit a request for such adjustment. Requests may only be submitted once per calendar year and will be considered a temporary adjustment. Temporary shall mean price adjustments are monitored in association with market fluctuations. All price adjustments are subject to Board approval. If approved, price adjustments would only be in effect until reasonable market stability has occurred. At that time, all pricing would revert to original contract pricing.

3.16 MARION COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, reserves the right to reject any and/or all submittals, reserves the right to waive any informalities or irregularities in the examination process, and reserves the right to award contracts and/or in the best interest of the County. Submittals not meeting stated minimum terms and qualifications may be rejected by the County as non-responsive. The County reserves the right to reject any or all submittals without cause. The County reserves the right to reject the submission of any Vendor in arrears or in default upon any debt or contract to the Board of County Commissioners of Marion County, or who has failed to perform faithfully any previous contract with the County or with other governmental agencies.

3.17 PUBLIC RECORDS LAW: Correspondence, materials and documents received pursuant to this ITB become public records subject to the provisions of Chapter 119, Florida Statutes.

DETAIL OF SUBMITTALS/PUBLIC RECORDS EXEMPTION: §119.07, F.S., the Public Records Law. Florida law provides that municipal records shall at all times be open for personal inspection by any person. Information and materials received by the County in connection with any solicitation response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or thirty (30) days after opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in §119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The County's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the County and the County's officers, employees, and agents, against any loss or

damages incurred by any person or entity as a result of the County's treatment of records as public records. §286.0113, F.S. Provides that meetings of persons appointed to evaluate bids or proposals and negotiate contracts shall be closed to the public during oral presentations made by a vendor, or where a vendor answers questions. Neither bidders, nor the public will be permitted to sit in on meetings wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings are subject to disclosure at the time of an intended award decision or within thirty (30) days of the bid or proposal opening, whichever is earlier.

3.18 VERIFICATION OF TIME: Atomic time is hereby established as the Official Time for Marion County Solicitations. All times stated in solicitation generated by the Marion County Procurement Services Department will refer to atomic time.

3.19 PREPARATION OF BIDS: Signature of the Bidder: The Bidder must sign the BID FORMS in the space provided for the signature. If the Bidder is an individual, the words "doing business as _____," must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words, "Member of the Firm" should be written beneath such signature. If the Bidder is a corporation, the title of the officer signing the Bid on behalf of the corporation must be stated and evidence of his authority to sign the Bid must be submitted. The Bidder shall state in the BID FORMS the name and address of each person interested therein.

Basis for Bidding: The price bid for each item shall be on a lump sum or unit price basis according to specifications on the BID FORM. The bid prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered, unless otherwise provided herein.

Total Bid Price/Total Contract Sum Bid: If applicable, the total price bid for the work shall be the aggregate of the lump sum prices bid and/or unit prices multiplied by the appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the BID FORM. In the event that there is a discrepancy on the BID FORM due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project bid amount.

3.20 TABULATION: Those wishing to receive an official tabulation of the results of the opening of this Bid shall request a copy of the tabulation in accordance with public records policy.

3.21 OBLIGATION OF WINNING BIDDER: The contents of the Bid of the successful Bidder will become contractual obligations if acquisition action ensues. Failure of the successful Bidder to accept these obligations in a contract may result in cancellation of the award and such vendor may be removed from future participation.

3.22 AWARD OF BID: It is the County's intent to select a vendor within **sixty (60) calendar days** of the deadline for receipt of Bids. However, Bids must be firm and valid for award for at least **ninety (90) calendar days** after the deadline for receipt of Bids.

3.23 ADDITIONAL REQUIREMENTS: The firms shall furnish such additional information as Marion County may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The County reserves the right to make investigations of the qualifications of the firm as it deems appropriate.

3.24 PREPARATION COSTS: The County of Marion shall not be obligated or be liable for any costs incurred by Bidders prior to issuance of a contract. All costs to prepare and submit a response to this ITB shall be borne by the Bidder.

3.25 TIMELINESS: All work will commence upon authorization from the County's representative (Marion County Procurement Services Dept). All work will proceed in a timely manner without delays. The Contractor shall commence the work UPON RECEIPT OF NOTICE TO PROCEED and/or ORDER PLACED (PURCHASE ORDER PRESENTED), and shall deliver in accordance to the terms and conditions outlined and agreed upon herein.

3.26 DELIVERY: All prices shall be FOB Destination, Ocala, Florida, inside delivery unless otherwise specified.

3.27 PLANS, FORMS & SPECIFICATIONS: Bid Packages are available from the Marion County Procurement Services Department. These packages are available for pickup or email at no additional charge. NO BID FORMS will be faxed. If requested to mail, the Bidder must supply a courier account number (UPS, FedEx, etc). Bidders are required to use the official BID FORMS, and all attachments itemized herein, are to be submitted as a single document. BID FORM documents for this project are free of charge and are available on-line and are downloadable (vendor must pay DemandStar fees or shipping), unless otherwise noted.

3.28 MANUFACTURER'S NAME AND APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The Bidder may Bid any brand for which he is an authorized representative, which meets or exceeds the Bid specification for any item(s) and for a County-approved equivalent as specified in writing by addendum to the RFQ. Requests for equivalents shall be made prior to the Last Day for Questions, and shall include all materials necessary for the County or Engineer of Record to determine how the equivalent request meets or exceeds the minimum standard or product identified, and not be an exception thereto. Reference to literature submitted with a previous Bid will not satisfy this provision. The County's Procurement Services Department is to be notified, in writing, of any proposed changes in materials used, manufacturing process, or construction. However, changes shall not be binding upon the County unless evidenced by a Change Notice issued and signed by the Procurement Services Director, or designated representative.

3.29 QUANTITIES: Quantities specified in this Bid are estimates only and are not to be construed as guaranteed minimums.

3.30 SAMPLES: Samples of items, when called for, shall be furnished free of expense, and if not destroyed may, upon request, be returned at the Bidder's expense. Each sample shall be labeled with the Bidder's name, manufacturer brand name and number, Bid number and item reference. Samples of successful Bidder's items may remain on file for the term of the contract. Request for return of samples shall be accompanied by instructions which include shipping authorization and must be received at time of opening. Samples not returned may be disposed of by the County within a reasonable time as deemed appropriate.

3.31 ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES ("PIGGYBACK"): The Vendor by submitting a bid/proposal acknowledges that other Public Agencies may seek to "Piggy-Back" under the same terms and conditions, during the effective period of any resulting contract – services and/or purchases being proposed in this bid/proposal, for the same prices and/or terms proposed. Vendor has the option to agree or disagree to allow contract Piggy-Backs on a case-by-case basis. Before a Public Agency is allowed to Piggy-Back any contract, the

Agency must first obtain the vendor's approval – without the vendor's approval, the seeking Agency cannot Piggy-Back.

3.32 PAYMENT TERMS: If payment terms are not indicated, terms of NET 30 DAYS shall be applied by the County. Payment terms to apply after receipt of invoice or final acceptance of the product/service, whichever is later. Payment terms offering less than 20 days for payment will not be considered. However the County has implemented a *Visa* credit card program. As a card-accepting vendor, some of the benefits of the program are: payment received within 72 hours of receipt and acceptance of goods, reduced paperwork, issue receipts instead of generating invoices, resulting in fewer invoice problems, deal directly with the cardholder (in most cases). Vendors accepting payment by the County's p-card (*Visa*) may not require the County (Cardholder) to pay a separate or additional convenience fee, surcharge or any part of any contemporaneous finance charge in connection with a Transaction. Merchant shall not process p-card payments until merchandise/service has been received by the County, in good condition.

3.33 DRUG FREE WORKPLACE CERTIFICATION: As part of my submittal for this project, and authorization on the Acknowledgement and Acceptance Form, and in accordance with Florida Statute 287.087, the person submitting for this RFQ attests this firm:

- Publishes a written statement notifying the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions will be taken against violations of such prohibition.
- Informs employees about dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and penalties may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services under bid or proposal, a copy of the statement specified above.
- Notifies the employees as a condition of working on the commodities or contractual services under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction or pleas of guilty or nolo contendere to, any violation of Chapter 893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace program.

3.34 EMPLOYEE ELIGIBILITY VERIFICATION: For projects funded with State or Federal dollars, Marion County adheres to practices set forth under the e-verification (EV) system, which is outlined in the clauses below. Information provided by the Contractor is subject to review for the most current version of the State or Federal policies at the time of award. Contractor has agreed to perform in accordance with these requirements and agrees:

- To enroll and participate in the federal EV Program for Employment Verification under terms provided in the “Memorandum of Understanding” governing the program.
- To provide to the County, within thirty (30) days of the effective date of this contract, documentation of such enrollment in the form of a copy of the EV “Edit Company Profile” screen, containing proof of enrollment in the EV Program (*this page can be accessed from the “Edit Company Profile” link on the left navigation menu of the employer’s home page*).
- To require each subcontractor that performs work under this contract to enroll and participate in the EV Program within ninety (90) days of the effective date of this contract/amendment/extension or within ninety (90) days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. Contractor shall obtain from the subcontractor(s) a copy of the “Edit Company Profile” screen indicating enrollment in the EV Program and make such record(s) available to the County upon request.
- To maintain records of its participation and compliance with the provisions of the EV program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized state entity consistent with the terms of the Memorandum of Understanding.
- To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the County may treat a failure to comply as a material breach of the contract.

3.35 EVALUATION, ACCEPTANCE OR REJECTION OF PROPOSAL:

The County may, at its sole and absolute discretion reject any and all, or part of any and all, responses; re-advertise this RFQ; postpone or cancel at any time this RFQ process; or waive any irregularities in this RFQ or in any responses received as a result of this RFQ. The Marion County Board of County Commissioners may reject a bid based on past performance of Contractor.

3.36 OBJECTIVITY: In order to ensure objective supplier performance and eliminate unfair competitive advantage, suppliers that develop or draft specifications, requirements, statements of work and invitations for bids or requests for proposals are excluded from competing for such procurements.

3.37 FOR FEDERAL AND/OR FDOT FUNDING – TITLE VI/ NONDISCRIMINATION POLICY STATEMENT –

APPENDIX A & E: During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:

- **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, “USDOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment

practices when the contract covers a program set forth in Appendix B of the Regulations.

- **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- **Sanctions for Noncompliance:** In the event of the Contractor’s noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:
 - withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - cancellation, termination or suspension of the contract, in whole or in part.

Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act

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

- **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

3.38 Contractor Conduct: These Guidelines cover any contractor, business, firm, company or individual (hereinafter “contractor”) doing work on Marion County property, as well as the contractor’s employees, agents, consultants, and others on County property in connection with the contractor’s work or at the contractor’s express or implied invitation.

Courtesy and Respect: Marion County is a diverse government institution and it is critical that all contractors and their

employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.

Language and Behavior: Contractors and their employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on County property is not permitted under any circumstance.

No Weapons, Alcohol, or Drugs: The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by any contractor or contractor’s employee is prohibited. Offenders will be removed from County property and/or reported to law enforcement.

Smoking: Contractors and their employees are not permitted to smoke in or near any of the County buildings.

Fraternization: Contractors and their employees may not fraternize or socialize with County staff.

Appearance: Contractors and their employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. Marion County has the right to decide if such clothing is inappropriate.

Reporting: The Contractor is required to report any matter involving a violation of these rules of conduct to Marion County Procurement. Any matter involving health or safety, including any altercations, should be reported to Marion County Procurement Services immediately.

The Contractor is responsible for his/her employees, agents, consultants and guests. If prohibited conduct does occur, the contractor will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from County property and prohibited actions could result in the immediate termination of any contract or agreement with Marion County.

3.39 Scrutinized Companies Lists: If the Agreement exceeds \$1,000,000.00 in total, not including renewal years, the Contractor certifies they are not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.473, F.S. and 215.4725, F.S. Pursuant to Sections 287.135(5), F.S. , and 287.135(3), F.S., the Contractor agrees County may immediately terminate the Agreement for cause if the Contractor is found to have submitted a false certification, or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the term of the Agreement.

THE CONDITIONS HEREIN ARE ACKNOWLEDGED BY YOUR SIGNATURE ON THE BIDDER COVER PAGE