

SPACE COAST TRANSPORTATION PLANNING ORGANIZATION



**REQUEST FOR PROPOSALS
FOR**

**GENERAL PLANNING CONSULTING SERVICES
BREVARD COUNTY, FLORIDA**

Proposal Number: 2017-02

**CONTRACT ADMINISTRATOR: Ms. Laura Carter
TELEPHONE: (321) 690-6890
FAX: (321) 690-6827**

**ADDRESS:
Space Coast Transportation Planning Organization
2725 Judge Fran Jamieson Way
Building B, Room 105, MS #82
Viera, Florida 32940**

One (1) original, seven (7) hard copies, and one (1) CD containing the proposal in Adobe .pdf format must be received by the Space Coast TPO no later than 2:00 p.m. local time on Thursday, November 10, 2016. Proposals received after this date and time will not be considered.

PROPOSAL ACKNOWLEDGEMENT

Submit Proposals To: SPACE COAST TPO
 RFP #2017-02 General Planning Consulting Services
 ATTN: LAURA CARTER
 2725 Judge Fran Jamieson Way
 Bldg. B, Room 105, MS #82
 Viera, FL 32940

Proposal Title: General Planning Consulting Services

Proposal Number: #2017-02

Contact: Laura Carter; (321) 690-6890, laura.carter@brevardfl.gov

Proposal Due Date & Time: November 10, 2016 @ 2:00 p.m. E.S.T.

RFP Proposal Package, Required Forms, Addenda, Reference Documents Can be Found at the following website address:

<http://spacecoasttpo.com/uncategorized/request-for-general-planning-consultant-proposals/>

Proposer must complete the information below and return with proposal.

Proposer Name and Address: 	Contact Number: E-Mail:
I certify that this Proposal is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a Proposal for the same services and is in all respects fair and without collusion or fraud. I agree to all conditions of this Proposal and certify that I am authorized to sign this Proposal for the Proposer.	X _____ Authorized Signature _____ Typed Name _____ Title/Date

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I. **INTRODUCTION**

A. **Purpose**

The purpose of this Request for Proposal (RFP) is to solicit responses from qualified consulting firms interested in providing continuing general transportation planning consulting services for the Space Coast Transportation Planning Organization (TPO). The respondent(s) selected are expected to have a broad range of experience in transportation planning including long range transportation planning, traffic modeling, safety analysis, performance monitoring, public involvement, corridor studies, traffic operations, bicycle, pedestrian and trails planning, transit planning, as well as a clear understanding of the TPO planning process. A detailed list of proposed services is provided under the Scope of Services (SECTION VI).

B. **Description of Space Coast TPO**

The Space Coast TPO is the federally designated transportation planning agency for Brevard County, Florida. Brevard County encompasses approximately 1,557 square miles and is located in the center of Florida's east coast. The 2015 population estimate for Brevard County was 561,714. Brevard continues to experience a population growth pattern which makes transportation planning an essential service for the residents and visitors of Brevard County.

The Brevard Urban Area Metropolitan Planning Organization d/b/a SPACE COAST TRANSPORTATION PLANNING ORGANIZATION is a voluntary association of local government units organized under the authority of Chapter 339.175 of the Florida Statutes in accordance with the 1962 Federal Aid Highway Act. Its primary purpose is to provide leadership in the initiation and development of transportation plans and programs and the establishment of transportation priorities and strategies in Brevard County. Membership is apportioned by the Governor of Florida and by Interlocal Agreement among the various governmental entities within the Brevard Urban Area on the basis of equitable population ratio and geographic factors. Membership is comprised of representatives of Brevard County (5); the City of Titusville(2); Canaveral Port Authority(1); (1) each for the Cities of Cocoa, West Melbourne, and Rockledge; (3) each for the Cities of Melbourne and Palm Bay; and (1) each for the Brevard Coalitions of North Beaches and South Beaches. A representative of the Florida Department of Transportation, the Space Coast TPO attorney, and the Space Coast TPO Executive Director serve as advisers to the Governing Board of the TPO.

The Space Coast TPO was formed in 1982 to comply with federal and state regulations to provide a continuing, cooperative and comprehensive transportation planning process for Brevard County. The Space Coast TPO maintains an active planning program with particular emphasis on corridor planning, ITS, bicycle/pedestrian/trails planning, system monitoring and assessment, visualization and public involvement.

II. GENERAL INFORMATION, TERMS AND CONDITIONS

A. Request for Proposals Summary

RFP/PROPOSAL NUMBER	#2017-02
RFP TITLE	General Planning Consulting Services
DEADLINE FOR PROPOSAL SUBMISSIONS	2:00 PM EST, THURSDAY, NOVEMBER 10, 2016 Late, faxed, electronically submitted or unsigned proposals will be rejected
SCOPE	The SCTPO seeks qualified firm(s) to conduct general transportation planning services issued on a work order basis as needed to fulfill the planning activities identified in the SCTPO's adopted Unified Planning Work Program (UPWP). (See detailed Scope of Services described in Section VI)
SUBMIT PROPOSAL TO:	All proposals must be sealed and delivered or mailed to (faxes and e-mails will not be accepted): SPACE COAST TPO RFP #2017-02 GPC Services ATTN: LAURA CARTER 2725 Judge Fran Jamieson Way Bldg. B, Room 105, MS #82 Viera, FL 32940 *Note: Please ensure that if a third party carrier (Federal Express, UPS, USPS, etc.) is used, they are properly instructed to deliver the proposal only to the Space Coast TPO at the above address. To be considered, a proposal must be accepted at the TPO office no later than the RFP closing date and time. If the proposal is delivered anywhere else, it may not reach the TPO office in time.
RFP AND ADDENDA INFORMATION AVAILABLE ON SPACE COAST TPO WEBSITE	http://spacecoasttpo.com/uncategorized/request-for-general-planning-consultant-proposals/ It is the proposer's responsibility to regularly monitor the website for any addenda postings.

<p>DELIVERY FORMAT OF PROPOSALS</p>	<p>1. Submit Written Proposals in one sealed envelope or appropriate shipping material.</p> <p>2. Hardcopy proposals typed (Font and size must be Times New Roman, 12 point) and securely bound on 8.5 by 11-inch paper, otherwise identical to the electronic version.</p> <p>3. Electronic proposal in Adobe .pdf format stored on a compact disc (CD) identical in content and sequence to hardcopy proposals submitted. <i>Email is not an acceptable method of submission.</i></p> <p>4. All proposals must be packaged, sealed and clearly labeled as “General Planning Consulting Services Proposal”:</p> <table border="1" data-bbox="464 653 1425 835"> <tr> <td data-bbox="464 653 769 726">Written Proposal with hourly rate plan</td> <td data-bbox="769 653 1425 726">One (1) signed original + Seven (7) hard copies</td> </tr> <tr> <td data-bbox="464 726 769 835">Electronic Copy CD in Adobe .pdf format</td> <td data-bbox="769 726 1425 835">One (1) Compact Disc (CD)</td> </tr> </table>	Written Proposal with hourly rate plan	One (1) signed original + Seven (7) hard copies	Electronic Copy CD in Adobe .pdf format	One (1) Compact Disc (CD)
Written Proposal with hourly rate plan	One (1) signed original + Seven (7) hard copies				
Electronic Copy CD in Adobe .pdf format	One (1) Compact Disc (CD)				
<p>QUESTIONS /</p> <p>NO CONTACT /</p> <p>CLARIFICATIONS / ADDENDA TO RFP:</p>	<p>1. Submit questions no later than November 1, 2016, 2:00 p.m. EST. Questions concerning any portion of this RFP shall be directed in writing (electronic mail and facsimile transmission is acceptable) and addressed as follows to:</p> <p>QUESTION: GPC RFP Laura Carter, Space Coast TPO 2725 Judge Fran Jamieson Way Bldg. B, Room 105, MS #82 Viera, FL 32940 EMAIL: laura.carter@brevardfl.gov PHONE: (321) 690-6890; FAX: (321) 690-6827</p> <p>2. Respondents are hereby notified not to contact any member of the Selection Committee, or any of the Space Coast TPO members, their committees or staff, except as provided herein regarding this proposal until such time as a contract has been awarded. All inquiries pertaining to this RFP should be directed to the staff liaison, Laura Carter. Failure to abide by this condition of the RFP may be cause for the rejection of the firm’s proposal.</p> <p>3. In the event that it is necessary to provide additional clarification or revision to the RFP, the Space Coast TPO will post all addenda to its website at http://spacecoasttpo.com/uncategorized/request-for-general-planning-consultant-proposals/</p> <p>It is the proposer’s responsibility to regularly monitor the website for any such postings.</p>				

B. Request for Proposals Schedule

Issue RFP & Advertise	October 10, 2016
Last day to submit questions/requests for clarification	November 1, 2016 2:00 p.m. EDT
Proposal Closing Date and Time	Must be received by the Space Coast TPO no later than 2:00 p.m. local time on Thursday, November 10, 2016. Proposals received after this date and time will not be considered
Selection Committee review and short listing	December 8, 2016, 1:00 p.m. Viera Regional Park 2300 Judge Fran Jamieson Way Room #1 & 2 Viera , FL 32940
Notice to short listed firms	December 9, 2016
Oral presentations to Selection Committee and Selection of Firm	January 12, 2017, 9:00 a.m. Viera Government Center 2725 Judge Fran Jamieson Way Bldg. C, 3 rd Floor, Florida Room Viera , FL 32940
Posting of Selected Firm (TPO Website)	January 13, 2017
Period to Submit Dispute	January 13 - 19, 2017
Professional Services Contract negotiations	January 13 – January 24, 2017
SCTPO consideration for award	February 9, 2017 9:00 a.m.

Please Note: These dates are for planning purposes. They represent the Space Coast TPO’s desired timeline for implementing this project. Any revision to the Due Date for submission of proposals will be made by addendum. All other dates may be adjusted without notice, as needs and circumstances dictate.

C. Selection Committee Review and Short-listing

The Selection Committee will review all proposals submitted according to the requirements of this Request for Proposals package and meet on December 8, 2016 to develop a short-list of respondents for further consideration. Short-listed firms will be notified on December 9, 2016. Firms that score the highest averaged written score will be considered for short-listing. The number of short-listed firms will be determined by the Selection Committee, but shall not be less than the top three (3) highest written averaged scores.

The Selection Committee consists of two (2) representatives from the Technical Advisory Committee, one representative from the Citizens Advisory Committee, one representative from the TPO Governing Board and one representative from the Space Coast TPO staff.

Oral presentations by the short listed firms will occur on Thursday, January 12, 2017, beginning at 9:00 a.m., 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Florida Room, Melbourne, FL 32940. Presentations will be closed to proposers but shall be open to the public. Only the presenting firm shall be allowed in the room during their presentation to the Selection Committee. Short-listed firms will be given up to twenty (20) minutes to present an overview of their proposal and up to fifteen (15) 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.

D. Proposal Acceptance/Rejection

The TPO reserves the right to accept or reject any or all proposals received as a result of this RFP, or to negotiate separately with any respondent, and to waive any informalities, defects or irregularities in any proposal, or to accept that proposal or proposals, which in the judgment of the proper officials, is in the best interest of the TPO.

E. Incurred Expenses

This RFP does not commit the TPO to award a contract, nor shall they be responsible for any cost or expense which may be incurred by the respondent in preparing and submitting the proposal called for in this RFP, or any cost or expense incurred by the respondent prior to the execution of a contract agreement.

F. Governing Laws

Except to the extent Federal law is applicable, the interpretation, effect and validity of any contract(s) resulting from this RFP shall be governed by the laws and regulations of the State of Florida, and Brevard County. Venue of any court action shall be in Brevard County or in federal court in the Orlando Division of the U.S. Middle District Court for Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising therefrom. The parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

G. 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 TPO staff office no later than 48 hours prior to any meeting at (321) 690-6890 for assistance.

H. Disclosure of Proposal Content

All proposals shall be held as exempt from disclosure to the extent permitted by law from parties other than the TPO until the recommendation for award is made.

The TPO is governed by the Public Records Law, Chapter 119, F.S. Only trade secrets as defined in Sections 812.081 and 815.045, F.S., shall be exempt and confidential from disclosure. In the event that a respondent submits trade secret information, the information must be clearly labeled "Trade Secret", and must meet the requirements of Section 812.081, F.S. It is recommended that no trade secrets be submitted, and the judgment of the TPO shall be final as to whether part of a submittal marked "trade secret" meets the definition of a "trade secret" pursuant to Florida law. The TPO will maintain the confidentiality of such trade secrets to the extent provided by law from disclosure under Florida's public records law.

All material submitted becomes the property of the TPO and may be returned only at their option. The TPO has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of any proposal does not affect this right.

I. Award of Contract

The proposals received will be ranked by the Space Coast TPO's Selection Committee on the basis of the criteria provided herein, unless the Space Coast TPO determines to abandon the project prior to ranking. The Space Coast TPO will attempt to enter into negotiations with the highest-ranked proposer(s), and if negotiations are successful, the Space Coast TPO will attempt to enter into a contract with those proposer(s). In the event that negotiations are unsuccessful with the top ranked proposal submitted, the TPO shall have the exclusive right to negotiate a contract with the second ranked submittal, and if those negotiations are unsuccessful then the third ranked proposal submitted.

Small and Certified Minority businesses, women's business enterprises are encouraged to participate in this solicitation. All responders shall be accorded fair and equal treatment.

Due to the unknown volume of work and diverse nature of activities expected to be performed under this proposal, the Space Coast TPO reserves the right to award the contract to more than one (1) respondent that it deems to offer the best overall proposal. No firm dollar amount for services to be performed under this RFP 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 TPO is therefore is not bound to accept a proposal on the basis of lowest price. Further, the TPO has the sole discretion. The TPO reserves the right to cancel this RFP, and to reject any and all proposals, 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 their best interests to do so.

The selection process and potential contracts resulting from this process will obligate the successful proposers to comply with all local, state and applicable federal funding requirements. Relevant State of Florida policies and procedures will at a minimum meet the intent of Section 287.055, Florida Statutes, Section 337.105, Florida Statutes and Chapter 14-75.0051(1)-(3) and 14-75.003(5)(a), (e), and (k), Florida Administrative Code; provided, that this is not a RFP for engineering services.

J. Contract Discussions with Respondents

It is the TPO's intent to commence final contract negotiations with the respondent(s) deemed most advantageous to the TPO in accordance with the evaluation criteria specified elsewhere in this RFP. The TPO 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.

K. Length of Contract

The contract entered into will be for a period of three (3) years with an option for two, one (1) year extensions. Under no circumstances shall the agreement exceed five (5) years without written permission by the Space Coast TPO.

L. Licenses and Certificates

The TPO reserves the right to require proof that the respondent is an established business and is abiding by the ordinances, regulations and laws of their community and the State of Florida, such as, but not limited to, occupational licenses, business licenses, Florida sales tax registration, and Federal Employers Identification Number.

Each firm must be licensed to do business in its area of expertise in the State of Florida. Each firm shall submit with their proposal a copy of such required licenses and shall maintain the appropriate licenses and certificates during the term of the contract and any extensions. Failure to maintain these requirements shall be cause for immediate termination of the contract.

M. Respondent's Responsibility

A respondent, by submitting a proposal, represents that:

- The respondent has read and understands the request for proposals (RFP) and the proposal is made in accordance therewith and;
- The respondent is familiar with the local conditions under which this contract must be performed. The respondent possesses the capabilities, resources and personnel necessary to provide efficient and successful service to the TPO and;

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

III. CONSULTANT QUALIFICATIONS

In order to be considered for this work, the Consultant(s) must meet the following conditions at a minimum and provide documentation within their submitted proposal as appropriate:

- A. The Consultant(s) must have relevant transportation planning experience. Include evidence of transportation planning experience within Section K, Previous Project Experience of the written proposal.
- B. The Consultant(s) must have knowledge of transportation/metropolitan planning organizations and the planning processes that they use.
- C. 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 Space Coast TPO (ESRI ArcGIS version 10.x, Microsoft Office, Adobe Creative Suite, and others).
- D. The Consultant(s) must be an established legal entity, be licensed in the State of Florida.
- E. Preference is preferred for firms pre-qualified with the Florida Department of Transportation, Florida Administrative Code Chapter 14-75.003, Minimum Technical Qualification Standards by Type of Work, Section (5)(e), Group 6: Traffic Engineering and Operations Studies, sub-categories 6.1 through 6.3 and (k), Group 13: Planning, sub-categories 13.3 through 13.7.
- F. The Consultant(s) must have no record of substandard work.
- G. The project manager who will be working on projects must have at least two (2) years of employment with the Consultant(s) selected and must have experience with transportation planning for a minimum of five (5) years.
- H. The Consultant(s) project manager and key staffing members involved with the development of projects must be available to present an oral presentation, if selected, to the selection committee. The project manager is required to be part of the presentation.
- I. The consulting firm must include qualified professional transportation planners. Inclusion of at least one (1) professional engineer, registered with the Florida State

Board of Professional Engineers AND at least one (1) planner, certified with the American Institute of Certified Planners is preferred.

- J. U.S. Department of Homeland Security's E-Verify System: The Contractor 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 of:
 - a. All persons employed by the Contractor during the term of the Contract to perform employment duties within Florida; and
 - b. All persons, including subcontractors, assigned by the Contractor to perform work pursuant to the contract with the SCTPO.

IV. PUBLIC ENTITY CRIME ACT

Any person or firm submitting a response to this RFP must confirm that it is not on the convicted vendors list maintained by the Florida Department of Management Services and must acknowledge that it has been notified of the following:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract for repair of a public building or public work, may not submit a bid on public leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendors list.

V. CONTENT AND FORMAT OF THE WRITTEN PROPOSAL

Proposals shall be submitted as specified under Section II, General Information, Terms and Conditions, Section A, Request for Proposals Summary and Section VII, Submission of Proposals.

Each firm shall submit a written proposal describing how the firm will fulfill the requirements of the Scope of Services included within this RFP. The proposal should include sufficient information to enable the Selection Committee to fully evaluate the capabilities of the firm and the proposed approach to providing the specified services.

The original proposal must be signed by an authorized representative that is able to legally bind the respondent to its provisions and shall contain a statement that the proposal shall remain valid for at least 120 calendar days from the proposal closing date.

The following outline shall be followed by all firms submitting proposals. If there are page limitations it will be noted for each individual section. Proposals must be on 8.5" x 11" paper, bound, Times New Roman font, size 12 pt.

A. Title Page

Title page should include a description of the proposal, the proposal #, the name and address of the proposing firm, the name, title, phone number and e-mail address of

the contact person, and the date of the proposal. If subconsultants will be utilized the subconsultant name, address, contact person(s), phone number and e-mail address must be provided for each firm. (Page limit = 1 page)

B. Table of Contents – provide a clear identification of the material by section and by page number. (Page limit = up to 2 pages)

C. Transmittal Letter

The transmittal letter should provide a brief overview of the proposal stating the proposer's understanding of the work to be done consistent with the material presented in the rest of the proposal, a commitment to perform the work within the time period specified in each awarded work order, and statements why the firm believes itself to be the best and most qualified to perform the work. The transmittal letter should be signed by the person who will be responsible for the engagement and able to legally bind the firm by signing the contract should the firm be the successful proposer. (Page limit = 1 page)

D. Firm Profile

The purpose of the written proposal is to demonstrate the qualifications, competence, and capacity of the firm(s) seeking to undertake the role of providing general planning consulting services to the Space Coast TPO, in conformity with the requirements of this Request for Proposals. The proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to the areas of study identified in the Scope of Services section of this RFP and specify an approach that will meet the Request for Proposal's requirements. If subconsultant(s) will be utilized, their information should also be included where applicable. While other data may be included, the following items **must** be presented, as they represent the criteria against which the proposal will be evaluated.

- i. Proposing Office Profile - Description and history of the firm, including whether the firm is local, regional or national. There is no specific format for this section. This section should be limited to three pages. The following information must be included in this section.
 1. Location of the office(s) from which the work will be done. The consultant should identify the resources of the primary office and how the location of the firm may affect the cost-effectiveness of the services to be provided.
 2. Size of the firm, size of the firm's staff that works with transportation planning contracts, the number of personnel in each office who will be working on projects and whether they are full-time or part-time staff.
 3. The relevant prior transportation planning experience of the proposing office.
 4. The number of professional staff identified as Partners, Managers, Seniors and Staff, segregated by areas of specialty.

5. The number of professional staff identified as Partners, Managers, Seniors and Staff with transportation planning study experience.
6. A description of the office commitment to staff continuity.
7. Established procedure for conducting quality assurance/quality control.
8. DBE Certification: The Space Coast TPO has established a DBE program in accordance with regulations of the US DOT, 49 CFR Part 26. Respondents must provide information on whether their firm has been certified as a DBE business.

The TPO, in accordance with Title VI of the Civil Rights Act of 1964, 42 USC 2000d et. seq., and 49 CFR Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notices all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

E. License to Practice in Florida

An affirmative statement should be included indicating the firm and all assigned key professional staff are properly registered to practice in the State of Florida. Include a copy of business license. Indicate if there have been any complaints filed against your firm with Department of Business and Professional Regulation during the past (5) years. Indicate the outcome of any complaints filed. Disclose any unresolved or pending regulatory disciplinary actions and/or litigation including negative declaration, if applicable.

F. Insurance

Description of insurance coverage maintained by the firm. Minimum requirements are:

1. Worker's Compensation: \$100,000
2. General Commercial Liability: \$2,000,000 per occurrence, combined Single Limits (CSL) or equivalent
3. Professional Liability, Malpractice and Errors and Omissions: limits not less than \$2,000,000 per claim
4. Business Automobile Liability for owned, non-owned and hired vehicles: limits not less than \$1,000,000 per occurrence, combined Single Limits (CSL) or equivalent

No insurance shall be acceptable with a deductible in excess of \$25,000 without the prior written approval of the TPO. Professional Liability Insurance, if written on a "claims made" basis, shall further be maintained for four [4] years after the term of this contract.

If awarded the contract, the TPO shall be included as an additional insured to the above policies, and insurer shall agree to waive all rights of subrogation against the

TPO, its officers, governance board members, officials, employees and volunteers for losses arising from work performed by the firm for the TPO.

Compliance with these insurance requirements shall not relieve or limit the Consultant's liabilities and obligations under this contract. Failure of the TPO to demand a copy of the insurance policy and declaration page or such other evidence of full compliance with these insurance requirements as determined by the TPO or failure of the TPO to identify a deficiency from evidence provided will not be construed as a waiver of the Consultant's obligation to maintain such insurance. A certificate of insurance will not be acceptable for meeting the requirement of proof of insurance coverage.

No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the TPO.

G. Contractual Indemnification

The Consultant shall indemnify, defend, and hold harmless the TPO and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Consultant, its agents, or employees, during the performance of the contract, except that neither the Consultant, its agents, nor its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the TPO or any of its officers, agents, or employees during the performance of this contract.

H. Qualifications of Engagement Team

This section should describe the qualifications of only those engagement team members assigned to the project activities provided in the Scope of the Services. Other firm members may be included in the Proposing Office Profile above. The following must be included in this section:

- i. Respondents should discuss and submit a staffing plan, which clearly illustrates the organizational structure proposed to accomplish the management, technical and administrative services required to fulfill the scope of services. Must indicate which activities each staff member is anticipated to be assigned to as listed in the scope of services and the home office location. Do not include hours or dollar amounts of the team members on this schedule (Rates are to be provided under item iii of this section). The purpose of this schedule is to evaluate the level of expertise of the consulting firm's staff assigned to the various projects/tasks. If subconsultant(s) will be utilized, the subconsultant(s) key staff should be included. (Page Limit = 1 page)
- ii. Resumes of each Engagement Team Member summarized as follows (Page Limit = no more than two (2) pages per team member):

Education	Degree, College/University, Year Graduated
Experience	Years with Firm Years in Transportation Planning or Related Field Years and type of experience utilizing technical resources (<i>i.e. GIS; modeling software, etc.</i>) Experience with public involvement activities, written and oral communication skills Years of Governmental Experience Other Governmental/Agency Clients Similar Work Performed
Professional	List only those of an engineering, transportation planning, ITS or Memberships in related fields

If subconsultant(s) will be utilized, the subconsultant(s) key staff resumes should be included.

iii. Staffing Hourly Rate Plan

The rate plan should include all cost, including overhead. The rates and fees shall be supplied in hourly format per position title that will ultimately be used during contract negotiations to calculate or determine compensation for authorized work orders (Specific employee names are not required). If subconsultant(s) will be utilized in staffing, the key staff of the subconsultant(s) firm should be included in the staffing rate plan. (Page Limit = 1 page)

iv. 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.

I. Technical Resources

Respondents should outline the various hardware and software owned or maintained by the firm that will be used to perform the planning and analysis services outlined in the scope of services. See Section K, Technical Services of Scope of Services for further details. (Page Limit = 1 page)

J. Specific Approach to Scope of Services Tasks

Respondents should outline the approach they propose for addressing the tasks outlined in Section VI, Scope of Services, items A through I of this RFP. The approach should demonstrate the firm's understanding of the objectives, and discuss the means by which these objectives will be attained. Other issues that should be discussed include the efficient use of manpower and materials, methods to minimize project costs, and innovative approaches for providing the services.

K. Previous Project Experience

The respondent should discuss up to five (5) examples (minimum of three (3)) of projects completed within the last ten (10) 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. The discussion of examples should include a description of the community objectives addressed by the project, the specific role of staff members, a comparison of the proposed schedule and budget to the actual performance and cost, and the techniques used to engage the public in the project. Examples of graphics, mapping or other work products may be included. Projects should include joint experience with subconsultants, if used, and their role in the project development. If the respondent to this RFP includes the use of subconsultant(s), this section must include previous joint experiences with such firm(s). (Page Limit = 5 to 7 total pages for this section)

VI. SCOPE OF SERVICES

PURPOSE:

The Space Coast TPO requires the professional services of a Consultant(s) to provide general transportation planning services. The Consultant(s) will assist the Space Coast TPO staff by providing support for the development of planning studies, production of required Federal documents and review of other studies or activities to accomplish tasks outlined in the adopted Unified Planning Work Program (UPWP). The work involves a variety of technical, graphical, study management, product review and public involvement activities. Innovative ideas and methodologies are encouraged.

The services outlined in this Scope of Services will be accomplished using separate Work Orders, as approved by the TPO Board or designee, and a separate, more detailed Scope of Services will be developed for each. Details of the Consultant's specific responsibilities, the work to be done, and products to be delivered will be defined in the scope of services along with the approved negotiated fee. No work is to be started until the Consultant receives a Notice to Proceed letter signed by the TPO Executive Director or designee. The Space Coast TPO will have sole discretion for assigning any specific service(s) to any Consultant(s) retained by the TPO as a General Planning Consultant.

SERVICES:

The Consultant(s) may be required to perform the following types of activities in assistance to the Space Coast TPO under the terms of this agreement.

A. Long Range Plan Transportation Planning:

The Consultant(s) may be required to assist with the development and management of Long Range Transportation Plan Updates. Activities may include, but not be limited to, visioning, scenario planning, revenue forecasting, development and review of model data input files,

model output review, validation and verification of data, public involvement, community impact and ETDM assessment, development of a needs and cost feasible plan and thorough documentation of entire process.

B. Annual State of the System Report/Performance Monitoring

The Consultant(s) may be required to develop, review and modify the TPO's Congestion Management System (CMS) network and databases associated with the network. System trends and conditions and performance may also need to be measured and reported (lane miles, vehicle miles of travel, duration of congestion, socio-economic trends, etc.) The Consultant(s) may be required to identify and provide corridor and segment rankings based on pre-defined technical parameters.

C. Corridor Analyses and Sub-area Analyses:

The Consultant(s) may be required to collect existing technical and socio-economic data, conduct analysis of existing conditions, identify deficiencies and make recommendations of context sensitive (complete streets, road diet, etc.) solutions. The Consultant(s) may also be required to forecast future conditions and identify needs for new or upgraded transportation facilities and services within a specified corridor or sub-area. The Consultant(s) may also be required to perform large area traffic flow analyses, including analysis of system wide travel patterns and characteristics, as needed, to evaluate the area wide impacts of various alternatives and traffic operation improvement and/or ITS opportunities.

D. Technical Assistance to Local Governments and Transportation Agencies

At the direction of the Space Coast TPO, the Consultant(s) may be required to provide technical assistance to local governments or transportation agencies. This work may also include identification of inconsistencies between the TPO's Long Range Transportation Plan and other plans (such as Local Government Comprehensive Plans, Transit Development Plans, Port or Airport Master Plans, SIS Plans, etc.) and efforts to resolve the inconsistencies. Coordination with agencies related to passenger rail services and establishment of quiet zones may be required.

E. Planning Studies:

The Consultant(s) may be required to perform other planning studies or to review and comment on studies performed by local governments, the Florida Department of Transportation, private developers and other transportation agencies or consultants of those agencies. Consultant may be required to develop and/or update existing master plans such as the TPO's Bicycle/Pedestrian and Trails Mobility Plan. Other modes of study include rail, freight, space, airport and seaport.

In addition to the above types of services the Consultant(s) may be required to provide assistance or perform other planning studies such as Efficient Transportation Decision Making (ETDM); Level of Service Determinations; Access Management Classification and Re-classification studies; impact of automated and/or connected vehicles and other studies as appropriate.

F. Transit Planning and Support:

The Consultant(s) may be required to perform studies on transit services, routes or identification of available revenue sources. Transit analysis may include review of current routes and their performance in meeting the needs of customers; the effectiveness and efficiency of routes including an economic benefit of the route; identification and recommendation of actions to address unmet needs and unserved markets.

G. Transportation Systems Management and Operations (TSM&O):

The Consultant(s) may be asked to perform several different TSM&O planning functions such as Intelligent Transportation Systems (ITS) Master Plan updates; Traffic operations studies; Concept of Operations Updates; Regional ITS Architecture updates; Development of a Regional Operations Plan; Traffic Management Center (TMC) Planning; Work Zone management plans; Freight planning; Planning for Connected/Autonomous Vehicle Technologies.

H. Public Involvement:

The Consultant(s) may be required to assist the Space Coast TPO in the development and implementation of general or specific public involvement activities. The activities could include: develop and maintain web sites; social media platforms; newsletters; videos; meeting materials and visual aids; develop, conduct and evaluate surveys; attend and present to TPO, TAC/CAC, other advisory committees and local clubs, organizations and citizen groups. The Consultant(s) may be required to assist the Space Coast TPO in the evaluation of general and project-specific public involvement activities according to the procedures contained in the TPO's Public Participation Plan.

I. Safety Planning:

The Space Coast TPO has a long commitment to safety planning and programming. The Consultant may be requested to assist the TPO with developing plans and programs consistent with the Florida Strategic Highway Safety Plan. The TPO may undertake additional planning and programs to address appropriate elements of the Strategic Highway Safety Plan in Brevard. Such activities may include, for example, revisions to or expansion of current crash data collection and analysis efforts, identification of high crash locations and strategies to reduce crashes, refinement of current bicycle and pedestrian safety programs and intergovernmental and interagency coordination on safety topics.

J. Strategic Planning:

The Space Coast TPO has an extensive history of active involvement in project development. Consultant services may be requested to assist the TPO with innovative funding techniques, such a public-private partnerships and per-mile user fee funding. As new state and federal legislation is enacted, consultant services may be requested to evaluate how new planning requirements could be implemented by the TPO.

K. Technical Services:

The Consultant(s) will assist with maintaining the most current version of the Central Florida Regional Planning Model (Cube Software) in coordination with the Florida Department of Transportation.

The Consultant(s) may be required to prepare maps and graphics for display and distribution related to the corridor studies, sub-area studies and special transportation studies. These maps and graphics may be required to illustrate background and baseline conditions, alternatives considered, comparison of alternatives, recommended results and special features of the study. Graphics may include figures for reports and handouts, presentation boards and slides. The Consultant(s) will utilize a version of ArcGIS for preparation of maps and graphics that is compatible with the most recent version used by the TPO. (Currently ArcGIS 10.2)

The Consultant(s) will utilize versions of MS Word, Excel, Access, and PowerPoint for preparation of documents, spreadsheets, databases, and presentations that are compatible with the most recent versions used by the Space Coast TPO. (Currently Office 2010)

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

The Consultant(s) shall have the ability to produce Adobe .pdf documents for file transfers and web postings and .eps files for commercial printing services.

VII. SUBMISSION OF PROPOSALS

A. Proposal Due Date

One (1) signed original, seven (7) copies, and one (1) electronic copy in Adobe .pdf format stored on a cd, of each proposal must be submitted in a sealed envelope and received by the SPACE COAST TPO no later than 2:00 p.m., November 10, 2016. Any proposals received late will be considered non-conforming and will not be opened or considered. Proposals will not be accepted by facsimile. The sealed envelope should be addressed as follows:

SPACE COAST TPO
RFP #2017-02 GPC Services
ATTN: LAURA CARTER
2725 Judge Fran Jamieson Way
Bldg. B, Room 105, MS #82
Viera, FL 32940

B. Request for Additional Information

A proposer shall furnish such additional information as the SPACE COAST TPO may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The SPACE COAST TPO reserves the right to make investigations of the qualifications of the proposer as it deems appropriate.

C. Addendum and Amendment to Request for Proposals

In the event that it is necessary to provide additional clarification or revision to the RFP, the Space Coast TPO will post all addenda to its website at <http://spacecoasttpo.com/uncategorized/request-for-general-planning-consultant-proposals/>. It is the proposer's responsibility to regularly monitor the website for any such postings.

D. Proposals Binding

All proposals submitted shall be binding on proposers for one hundred twenty (120) calendar days following opening of the proposals.

E. Incurred Expenses

The SPACE COAST TPO is not responsible for any expenses which proposers may incur in preparing and submitting proposals called for in this RFP. The SPACE COAST TPO is not responsible for any expenses incurred in the event oral presentations and/or interviews are requested or in any costs of the consultant in negotiating a contract relating to the engagement.

F. Proprietary Information

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that the Request for Proposals and the responses thereto are in the public domain. However, the proposers are requested to identify specifically any information contained in their proposals which they believe to be exempt from disclosure, citing specifically the applicable exempting law. The SPACE COAST TPO will consider a proposer's opinions regarding the applicability of Chapter 119, Florida Statutes, but shall not be obligated to concur in such opinions.

All proposals received from proposers in response to this Request for Proposals will become the property of the SPACE COAST TPO and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the SPACE COAST TPO.

G. Acceptance/Rejection/Modification to Proposals

A response to this RFP does not constitute a bid; therefore, the SPACE COAST TPO retains its right to contact any/all proposers after submittal in order to obtain supplemental information and/or clarification. The SPACE COAST TPO reserves the right to negotiate modifications to proposals that it deems acceptable, to reject any and all proposals, and to waive minor irregularities. The SPACE COAST TPO further reserves the right to seek new proposals when such a procedure is reasonably in the best interest of the SPACE COAST TPO to do so.

H. No Collusion

By offering submission to the RFP, the proposer certifies the proposer has not divulged to, discussed or compared his/her competitive proposal with other proposers or parties to this proposal whatsoever. All interested parties are instructed and cautioned not to contact staff or Board members, as attempts to lobby or persuade may result in disqualification. All inquiries and questions should be directed in writing as listed in Section II.

I. Complaints and Disputes

The Space Coast TPO encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the following procedures are adopted for this Request for Proposals:

a. Posting of Award Notice

- i. No later than three (3) business days after the Selection Committee recommendations are finalized the Operations Manager or his/her designee shall post the selection committee's rankings and recommended award for Proposal.

b. Proceedings

- i. Any proposer who is allegedly aggrieved in connection with the solicitation or pending award of a contract must file a formal written protest with the TPO Operations Manager within four (4) business days of when the posted award recommendation is made.
- ii. The formal written protest shall reference the proposal number, and shall state with particularity the facts and laws upon which the protest is based, including full details of adverse affects and the relief sought.
- iii. The procedure to review and consider any formal written complaints or disputes as submitted above, shall adhere to the Space Coast TPO's adopted policy PLC-5, Title VI and Related Nondiscrimination Requirements, Section 2, Complaint Resolution Policy. A copy of which is available on the TPO website.

c. Stay of Procurements During Protests

Failure to observe any or all of the above procedures shall constitute a waiver of the right to protest a contract award. In the event of a timely protest under the procedure, the Space Coast TPO shall not proceed further with solicitation or with the award until a recommendation is made, or a written determination is made by the TPO Executive Director that the award must be made without delay in order to protect the public interest.

VIII. TERMS OF AGREEMENT

The Agreement to be entered into with the successful proposer will include, but not be limited

to:

- A. Hourly rate schedule specified in the proposal will remain firm for the period of one year from date of contract execution. Revisions to hourly rates thereafter shall follow process as identified in Professional Services Agreement.
- B. The SPACE COAST TPO expects to sign a contract with the successful proposer(s) for a period of three (3) years with an option for two, one (1) year extensions. Under no circumstances shall the agreement exceed five (5) years without written permission by the Space Coast TPO.
- C. The proposer or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The proposer shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted contracts. Failure by the proposer to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Organization deems appropriate.
- D. The proposer shall agree to indemnify and hold harmless the SPACE COAST TPO, its officers, agents, and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and costs of action, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement whether by act or omission of the proposer, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties.
- E. The proposer is, and shall be, in the performance of all work services and activities under this contract, an independent contractor and not an employee, agent or servant of the TPO. All persons engaged in any of the work or services performed pursuant to this contract shall, at all times and in all places, be subject to the Proposer's sole direction, supervision, and control. The Proposer shall exercise control over the means and manner in which it and its employees perform the work and, in all respects, the Proposer's relationship and the relationship of its employees to the TPO shall be that of an independent contractor and not as employees or agents of the TPO.
- F. Successors and Assigns

The TPO and the proposer each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Neither the TPO nor the proposer shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the TPO, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the TPO and

the proposer. If the proposing firm shall merge with another firm or be subsumed by another firm, any continuation of this Contract is subject to approval of the TPO.

IX. PROPOSAL EVALUATION CRITERIA AND AWARD OF CONTRACT

The proposals will be evaluated by the Consultant Selection Committee established by the Space Coast TPO Board. Award shall be made to the responsible proposer whose proposal is determined to be the most advantageous to the SPACE COAST TPO.

The Committee will evaluate and rank proposals based on a weighted scoring point formula. Written proposals will be worth 65% of total overall score (Maximum weighted total score for written proposal is 65 points). Oral Presentations will be worth 35% of total overall score. (Maximum weighted total score for oral presentation is 35 points) Hourly rates/fees will NOT be part of the scoring evaluation.

Selection Committee rankings of written proposals will be evaluated on the following criteria:

A. Staffing & Program Management - 30 points

- 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.
- 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.
- Rate Plan: A rate plan should be submitted that includes rates of personnel by classification. If subconsultant(s) will be utilized, the subconsultant(s) and the key staff should be included in the staffing plan.
- 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.

B. Project Approach - 35 points

- Approach to documenting an understanding existing systems and programs
- Long Range Transportation Planning; Annual State of the System; Corridor and Sub-area Analysis; Technical Assistance to Local Governments & Transportation Agencies; Planning Studies; Transit Planning & Support; TSM&O; Public Involvement; Safety Planning; Strategic Planning

C. Previous Project Experience - 35 points

- Provision of minimum of three (3) related projects completed within last 10 years

- If applicable, includes joint experiences with subconsultant(s) included in response to this RFP

Selection Committee rankings of oral presentations will be evaluated on the following criteria:

A. Delivery of Presentation - 35 points

- Articulate, concise and professional communication skills presented within time allotted (10 pts max)
- Presentation well structured, flowed logically with good transitions (10 pts max)
- Visual Aids (use of computer, handouts, graphs, tables, etc. that enhance presentation (5 pts max)
- Quality/relevance of visual aids (accurately reflected message and quality was attractive) (5 pts max)
- Demonstrated ability to engage audience (5 pts max)

B. Presentation Content - 65 points

- Clear understanding of TPO operations, committees, goals and required work products(15 pts max)
- Demonstrates technical resources to accomplish TPO tasks (15 pts max)
- Previous Experience of similar work (15 pts max)
- Other elements (innovative approaches) (15 pts max)
- Provided summary of ideas and closure (5 pts max)

Summary of evaluation scoring:

Evaluation Criteria	Maximum Points
Written Proposals	
Staffing & Program Management	30
Project Approach	35
Previous Project Experience	35
Total Written Proposal Score	100
Weighted Written Proposal Score (65%)	65
Oral Presentations	
Delivery of Presentation	35
Presentation Content	65
Total Oral Presentation Score	100
Weighted Oral Presentation Score (35%)	35
TOTAL SCORE	100

The Consultant Selection Committee will authorize TPO staff to enter into contract negotiations with the firm(s) receiving the highest total score. The recommended firm(s) will be presented to the SPACE COAST TPO Board at their February 9, 2017 meeting for approval. The TPO Board has the authority to reject the recommended firm(s), change the rankings and make the final award decision.

X. RESPONSIBILITIES OF THE SPACE COAST TPO

The Space Coast TPO will furnish, without charge, the following services and data to the Consultant(s) for the performance of services:

- a. The TPO will provide contract administration, management services, and technical reviews of all work associated with the development and preparation of each assignment.
- b. Provide all criteria and full information as to the Space Coast TPO's requirements for Consultants' services including objectives, constraints, budgetary limitations, and time restraints.
- c. Furnish drawings, specifications, schedules, reports and other information prepared by and/or for the Space Coast TPO by others which are available to the Space Coast TPO and which the Space Coast TPO considers pertinent to the Consultant's responsibilities, as described herein.
- d. Furnish available traffic and planning data.

XI. SUBCONTRACTING

Services assigned to sub-consultants must be included in the original proposal. No work shall be subcontracted after final agreement is executed.

XII. REQUIRED FORMS

The following forms must be submitted with proposal.

- Proposal Acknowledgment (RFP Cover Page)
- Truth in Negotiations Certificate
- Non-Collusion Proposal Certification
- Public Entity Crime Information
- Certification of Eligibility
- Certification Regarding Lobbying
- Debarment and Suspension Certification

TRUTH-IN-NEGOTIATIONS CERTIFICATE

STATE OF FLORIDA
COUNTY OF BREVARD

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 Space Coast Transportation Planning Organization of Brevard 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 Space Coast Transportation Planning Organization to develop an Intelligent Transportation Systems Master Plan.
3. That the undersigned firm will furnish the Space Coast Transportation Planning Organization a detailed analysis of the cost of the professional services that will be required to perform the various tasks as identified in the Scope of Services.
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 Space Coast Transportation Planning Organization enters into the agreement for the development of an Intelligent Transportation Systems Master Plan.
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 _____, 2016.

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 (Proposer) Name: _____

Typed Name and Title of Authorized Official: _____

Authorized Signature: _____

Date: _____

Public Entity Crime Information

“A person or affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or contractor under a contract with any public entity, and may not transact business with any public entity for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.”

Acknowledgement of Public Entity Crime Information:

Firm (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 Space Coast Transportation Planning Organization, Brevard County or any other transportation agency of any state.

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

Firm (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 CRF 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 (Proposer) Name: _____

Typed Name and Title of Authorized Official: _____

Authorized Signature: _____

Date: _____

XIII. DRAFT PROFESSIONAL SERVICES AGREEMENT

Upon selection by the Selection Committee and approval by the TPO Board, the selected consultant(s) will be required to enter into a Professional Services Agreement with the TPO. The following Agreement is provided as a sample only. A final agreement will be drafted during contract negotiations.

PROFESSIONAL SERVICES AGREEMENT

This is an agreement entered into this _____ day of _____, 2017, by and between the Space Coast Transportation Planning Organization, an agency of the State of Florida organized and operating pursuant to Section 339.175, Florida Statutes, hereinafter referred to as the TPO, and _____, hereinafter referred to as CONSULTANT.

For and in consideration of the mutual agreement hereinafter contained, the TPO hereby retains the CONSULTANT and the CONSULTANT hereby covenants to provide professional services as prescribed herein.

SECTION I - GENERAL IDENTIFICATION OF SERVICES

All professional services and products provided by the CONSULTANT for or to the TPO (the "Work") shall be identified in work orders ("Work Order") and performed to current professional standards of the applicable discipline. Work Orders shall entail a description of services to be performed, a statement of fees, proposed schedule for compensation and a projected schedule for completion of the work to be performed by the CONSULTANT. A Work Order shall not give rise to any contractual rights until approved by the TPO in the form of a written Notice to Proceed signed by the TPO Executive Director or other authorized representative of the TPO. The written Notice to Proceed and specific Work Order, as approved by the TPO, shall constitute an addendum to this agreement ("Agreement").

SECTION II - TPO OBLIGATIONS

The TPO shall make available to the CONSULTANT, upon request, any data available in the TPO's files pertaining to the Work to be performed under this Agreement.

SECTION III - PROFESSIONAL SERVICES

Upon receipt of the Notice to Proceed, the CONSULTANT agrees to perform professional services associated with the requested Work in accordance with the negotiated terms of the applicable Work Order, and in accordance with current accepted professional standards and practices currently used or in effect in East Central Florida and acceptable to the Florida Department of Transportation ("FDOT"). The CONSULTANT warrants the adequacy and constructability of any plans or specifications provided under this Agreement and Work Orders, and agrees to immediately correct any errors and omissions which may be required within thirty (30) calendar days of notice by the TPO, or upon a determination of the CONSULTANT of the existence of such errors or omissions, whichever event shall first occur, because the plans/specifications were found defective at no cost to the TPO. This remedy shall be cumulative to all other remedies available under law. The foregoing paragraph shall survive the termination of this Agreement.

In connection with professional services to be rendered pursuant to this Agreement, the CONSULTANT further agrees to:

- A. Maintain an adequate staff of qualified personnel to perform the Work pursuant to this Agreement.
- B. Ensure that plans meet all current federal, state, TPO, and local laws, rules, ordinances, and other governmental requirements, applicable to the Work.
- C. Cooperate fully with the TPO in the scheduling and coordination of all phases of the Work as adopted, or amended, from time to time.
- D. Cooperate and coordinate all Work with other TPO consultants, as directed by the TPO.
- E. Report the status of the Work to the TPO upon request and hold pertinent data, calculations, field notes, records, sketches and other projects open to the inspection of the TPO, or its authorized agent, at any time.
- F. Submit for TPO review design computations, sketches and other data representative of the

work's progress at the percentage stages of completion which may be specified in the applicable Work Order. Submit for TPO approval the final Work product upon incorporation of any modifications requested by the TPO during any previous review. Any TPO approval of the CONSULTANT'S plans, design or specifications shall not be deemed to diminish the CONSULTANT'S warranty or obligations set forth.

- G. Confer with the TPO during the further development and implementation of improvements for which the CONSULTANT has provided design or other services.
- H. Interpret plans and other documents; correct errors and omissions and prepare any necessary plan revisions not involving a change in the scope of the Work required, at no additional cost within thirty (30) calendar days of notice by the TPO, or upon a determination of the CONSULTANT of the existence of such errors or omissions, whichever event shall first occur.

SECTION IV - TIME OF COMPLETION

The services to be rendered by the CONSULTANT for each section of the Work shall commence upon receipt by the CONSULTANT of a written Notice to Proceed from the TPO subsequent to the execution of the Agreement and shall be completed within the time stated in the Work Order.

As additional consideration for this Agreement, the CONSULTANT agrees that a reasonable extension of time shall be granted by and at the discretion of the TPO in the event there is a delay on the part of the TPO in fulfilling its part of the Agreement or should weather conditions, acts of God or hidden conditions delay performance of the CONSULTANT's duties, and such. Extensions of time shall be the sole remedy of the CONSULTANT for such delays, and the CONSULTANT will not be entitled to any damages or any claim for extra compensation.

SECTION V - COMPENSATION

The TPO agrees to pay, and the CONSULTANT agrees to accept, for services and Work rendered pursuant to this Agreement, fees and other compensation computed in accordance with one or a combination of the methods outlined below, as specified in an approved Work Order:

- A. Hourly Rate - the CONSULTANT shall be compensated at the attached Hourly Rate Schedule (Attachment "A") for each hour, portion thereof, engaged directly in the Work. For partial hours of performance, the hourly rate shall compensated pro rata for each one-tenth (1/10th) of an hour of time performed.
- B. Lump Sum Fee - The fee for any requested portion of Work may, at the option of the TPO, be a lump sum mutually agreed upon by the TPO and the CONSULTANT and stated in the written Work Order.
- C. Reimbursable Expenses - The CONSULTANT shall be compensated for certain Work-related expenditures not covered by fees for planning services; ; provided that, such expenditures are previously authorized by the TPO in an approved Work Order. Upon receipt of satisfactory backup materials, the CONSULTANT will be compensated for such reimbursable expenses. Such expenses shall include, unless stated otherwise in the Work order:
 - 1. Expenses for document reproduction or other incidental expenses on a direct cost basis.
 - 2. Expenses for travel, transportation and subsistence outside the TPO limits, on a direct cost basis subject to limits as allowed by law. Justified and reasonable travel expenses which are directly and exclusively related to this Agreement will be reimbursed in accordance with Section 112.061, Florida Statutes; ; provided that, TPO approval is obtained prior to incurring the expense. For the purpose of computing travel expenses, the CONSULTANT's place of business shall be utilized for computation of all travel expenses. Mileage shall only be charged, if at all, for trips in excess of 10 miles one way, mileage to be computed based on a reasonably direct route taken to the destination by the mode of transportation employed.
 - 3. Routine expenses, such as local phone calls, routine postage of under \$1, local (East Central Florida area) travel expenses, word processing, and clerical or secretarial

services, are overhead and will not be separately compensated. Postage charges will be billed, if at all, at the amount charged by the U.S. Postal Service. Postage will be charged only if the cost is \$1 or over for mailing. If a courier is utilized, courier charges will be billed at the amount charged by the CONSULTANT's (or sub-contractor or sub-subcontractor's) courier. Photographic copies will be billed at the standard rate charged to other clients of the CONSULTANT but in no event shall this rate exceed fifteen cents (\$.15) per page for black and white copies or \$1.00 per page for color copies. Charges for facsimile transmissions or use of computers or CAD systems will not be made. Long distance calls will be billed at the rate charged from the CONSULTANT's long distance carrier.

4. When reimbursement is sought, a copy of the invoice shall be submitted to the TPO. The invoice must specify the charge made, who or what company made the charge, the date of the charge, what the charge was for, and that it is related to this Agreement, specifying the particular task under this Agreement.
- D. At least thirty (30) days prior to each anniversary date of this Agreement either party may request an adjustment to the rates (Attachment A) provided for herein to apply on the anniversary date of this Agreement. Failure of the parties to agree on a new rate shall constitute a basis for issuing a Notice of Termination by the TPO. Any proposed change in rates by the CONSULTANT shall be subject to the prior approval of the TPO. In the event the CONSULTANT requests a change in rate, either party may terminate this Agreement in accordance with Section XVIII should the proposed rates or fees not be mutually acceptable.
 - E. At least thirty (30) days prior to each anniversary date of this Agreement either party may request an update or change to the position classifications, personnel and staffing provided in Attachment A. These changes will apply on the Anniversary date of this Agreement. Any proposed change in personnel and staffing working on Work, related to this Agreement or Work Orders, by the CONSULTANT shall be subject to the prior written approval of the TPO. In the event of unanticipated staffing changes by the CONSULTANT prior to the anniversary date of this Agreement, the CONSULTANT shall provide a written request to the TPO Executive Director, or said Director's designee, requesting a staffing and/or associated rate change. These changes will apply upon approval of the TPO Executive Director, or said Director's designee. In the event the CONSULTANT's requested changes are not mutually acceptable to either party, this Agreement may be terminated by either party in accordance with Section XVIII.

SECTION VI - PAYMENT AND PARTIAL PAYMENTS

Subject to the TPO's right to withhold any amounts reasonably necessary to complete or correct defective or substandard Work, the TPO shall make payments or partial payments to the CONSULTANT for all authorized Work performed in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70, *et seq.* A payment schedule shall be determined in each Work Order.

- A. The CONSULTANT shall submit signed invoices to the TPO.
- B. The amount of each invoice submitted shall be the amount due for all services performed to date in connection with authorized Work, as certified by the CONSULTANT. Each invoice shall include any authorized Work and must reference the particular Work Order which authorized the services performed. The invoice shall be accompanied by copies of invoices for reimbursable expenses.
- C. Invoices for Work, other than lump sum Work, shall include a breakdown for each part of the Work billed for each item and personnel as identified in Attachment "A". The TPO shall be billed on a per hour *pro rata* basis, and in the bill, each individual action taken or task performed by the CONSULTANT that is billed shall be accounted for in tenths of an hour with an explanation of the individual Work task performed, including but not limited to individual telephone calls, preparation or editing/revision of letters, research, preparation or

editing/revision of reports, preparation of drawings, etc. Premium rates will *not* be paid for overtime Work. Each billing shall include the date that the service was performed, a brief description of the service provided, who performed it, the billing rate of the person performing the service, the amount of time taken to perform the service in tenths of an hour, and the dollar amount charged for reimbursement. For example:

Feb. 2nd: John Doe, Draft letter to Bob Kamm – re: traffic counts on SR-520 – rate: \$100/hour – time spent: .2 – amount: \$20

Copies of all invoices paid by the CONSULTANT for expenses shall be included with the CONSULTANT's invoice.

- D. Sales Tax. The TPO is exempted from payment of Florida state sales and use taxes and Federal Excise tax. The CONSULTANT, however, shall not be exempted from paying Florida state sales and use taxes to the appropriate governmental agencies or for payment by the CONSULTANT to suppliers for taxes on materials used to fulfill its contractual obligations with the TPO. The CONSULTANT shall not use the TPO's exemption number in securing such materials. The CONSULTANT shall be responsible and liable for the payment of its FICA/Social Security and other taxes resulting from this Agreement. Said sales and use or excise taxes may be submitted for reimbursement to the TPO. The CONSULTANT shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- E. The CONSULTANT shall not pledge the TPO's credit or make the TPO a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.
- F. In accordance with the provisions of Section 287.0582, Florida Statutes, the performance and obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature and periodic funding by the federal government, if the terms of this Agreement extend beyond the current fiscal year.

SECTION VII - SCHEDULE OF WORK

The TPO shall have the sole right to determine on which units or sections of the Work the CONSULTANT shall proceed and in what order. Should a Work Order revision effect a change in scope, cost or schedule, the CONSULTANT shall submit such revisions for review and, if warranted, approval by the TPO in writing prior to commencing the revision. The CONSULTANT waives any right to make a claim based upon a revision, if such notice was not provided.

SECTION VIII - RIGHT OF APPEAL

All services shall be performed by the CONSULTANT to current reasonable professional standards and practices and to the reasonable requirements of the TPO. The TPO staff shall decide and dispose of all claims, questions and disputes arising under this Agreement. Such determination shall be final, conclusive and binding upon the parties hereto, unless such determination is clearly arbitrary or unreasonable. In the event the CONSULTANT does not concur with the decisions of the TPO, within ten (10) days after determination by the TPO staff, the CONSULTANT shall present any such objections in writing to the TPO Governing Board Chairman and, upon request, any adverse determination shall be referred to an appeal board appointed by the TPO Governing Board Chairman comprised of a representative of the TPO Board, the TPO Technical Advisory Committee, and the TPO Citizens Advisory Committee, for review and disposition at a hearing to be held within thirty (30) days after receipt of the appeal. This paragraph does not constitute a waiver of either party's right to proceed in a court of competent jurisdiction; provided that, prior to filing any suit the CONSULTANT goes through the appeal process established in this Agreement and provided further that, the CONSULTANT strictly abides by the ten-day time deadline set forth in this paragraph.

SECTION IX – RECORDS/PUBLIC RECORDS

A. As used herein, the term “public records” shall be defined as set forth in Section 119.011, Florida Statutes.

B. It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the CONSULTANT related, directly or indirectly, to this Agreement, or any Work Order, hereunder, shall be deemed to be a “Public Record” as defined by

Chapter 119, Florida Statutes, whether in the possession or control of the TPO or the CONSULTANT or a Subconsultant. Said Public Record is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the TPO's Operations Manager. Because certain of the public records may be exempt from disclosure or confidential under Florida or Federal law, the Public Records may not be released for viewing or copying by the CONSULTANT, or the CONSULTANT's employees or agents or subconsultants, if any, without the prior approval of the TPO Operations Manager. However, when a request is made by the public for a public record, the CONSULTANT shall immediately contact the TPO's Operations Manager for direction on how to handle release of the Public Record for either viewing or copying. The goal shall be compliance with the open records concepts of Chapter 119, Florida Statutes. The CONSULTANT shall comply with the direction of the TPO with regard to the release or disclosure to the public of exempt or confidential public records.

Upon request by a citizen requesting public records, the CONSULTANT shall immediately supply copies of said non-exempt or non-confidential Public Records to the citizen requesting records or other individual authorized by the TPO. Upon request by the TPO, the CONSULTANT shall immediately supply copies of any and all Public Records to the TPO. All books, cards, registers, receipts, documents and other papers in connection with this Agreement and approved Work Orders shall at any and all reasonable times during the normal working hours of the CONSULTANT be open and freely exhibited to the TPO for the purpose of examination and/or audit.

Upon request by the TPO, the CONSULTANT shall supply copies of said Public Records to the TPO or other individual authorized by the TPO. All books, cards, registers, receipts, documents and other papers in connection with this Agreement and approved Work Orders shall at any and all reasonable times during the normal working hours of the CONSULTANT be open and freely exhibited to the TPO for the purpose of examination and/or audit.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (321) 690-6890 OR TPOSTAFF@BREVARDFL.GOV, and SPACE COAST TRANSPORTATION PLANNING ORGANIZATION, BREVARD COUNTY GOVERNMENTAL CENTER, 2725 JUDGE FRAN JAMIESON WAY, BUILDING B, VIERA, FL 32940.

The CONSULTANT must comply with public records laws, specifically to:

1. Keep and maintain public records required by the TPO to perform the service.
2. Upon request from the TPO's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public 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 Agreement term and following completion of the Agreement if the CONSULTANT does not transfer the records to the public agency.
4. Upon completion of the Agreement, transfer, at no cost, to the TPO all public records in possession of the CONSULTANT or keep and maintain public records required by the TPO to perform the service. If the CONSULTANT transfers all public records to the TPO upon completion of the Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TPO, upon

request from the TPO's custodian of public records, in a format that is compatible with the information technology systems of the TPO.

This sub-paragraph B., and especially the responsibilities in 3. Above, shall survive the termination of this Agreement.

C. The CONSULTANT shall maintain all Public Records, including records of accounts between the TPO and the CONSULTANT of the CONSULTANT'S expenses or any items upon which a request for reimbursement shall be based pursuant to this Agreement in accordance with generally accepted accounting practices and available for inspection by the TPO or its authorized representative at all reasonable times.

D. No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the TPO, under this Agreement shall be subject to copyright or patent by the CONSULTANT in the United States or any other Country.

E. This Section IX shall apply to all sub-contractors and sub-subcontractors of the CONSULTANT.

SECTION X - OWNERSHIP OF DOCUMENTS/PUBLIC RECORDS

The TPO and the CONSULTANT agree that upon payment of compensation due to the CONSULTANT under this Agreement and all approved Work Orders by the TPO for a particular plan, design, report, schedule, adding machine tape, computer record, word processing image, drawing, technical data, recommendation, draft report, draft audit, draft recommendation, specification, specification, document, model, recommendation, photograph, video or audio recording, other instrument, or otherwise, said plan, design, report, schedule, adding machine tape, computer record, word processing image, drawing, technical data, recommendation, draft report, draft audit, draft recommendation, specification, specification, document, model, recommendation, photograph, video or audio recording, other instrument, or otherwise, produced by, as result of, or pursuant to this Agreement with or by the CONSULTANT or subconsultant in the performance of the Agreement or Work Order, shall be the sole property of the TPO, and the TPO is vested with all rights of ownership therein. The CONSULTANT waives all rights of copyright, or patent, in said plan, design, report, schedule, adding machine tape, computer record, word processing image, drawing, technical data, recommendation, draft report, draft audit, draft recommendation, specification, specification, document, model, recommendation, photograph, video or audio recording, other instrument, or otherwise, produced by the CONSULTANT in the performance of this Agreement or Work Order, and hereby assigns and conveys the same to the TPO whether in the possession or control of the CONSULTANT or not.

Upon request of the TPO, any copyright rights, patent rights, or visual artists rights pursuant to 17 U.S.C. §106A, shall be assigned to the TPO for minimal compensation of \$10.00. This provision shall survive the termination of this Agreement.

SECTION XI - REUSE OF DOCUMENTS

The CONSULTANT may not reuse data or Work products developed by the CONSULTANT for the TPO without express written permission from the TPO; provided that the TPO shall not be liable for any injuries, damages, or losses for reuse of data or Work products. Any plans which the CONSULTANT provides under this Agreement or Work Orders shall contain a statement that they are subject to reuse in accordance with the provisions of Florida Statute Section 287.055. The TPO may reuse data or Work products developed by the CONSULTANT for the TPO without express written permission from the CONSULTANT; provided that the CONSULTANT shall not be liable for any injuries, damages, or losses for reuse of data or Work products without the express permission of the CONSULTANT. Any plans which the CONSULTANT provides under this Agreement or Work Orders shall contain a statement that they are subject to reuse in accordance with the provisions of Florida Statute Section 287.055. This provision shall survive the termination of this Agreement.

SECTION XII - NOTICES

Any notices required by this Agreement or to be sent to either of the parties hereto shall be addressed to TPO and the CONSULTANT at the following addresses or at such other address designated in writing by the party to receive notice:

TPO: Mr. Robert Kamm
TPO Executive Director
2725 Judge Fran Jamieson Way, Building B
Viera, FL 32940

CONSULTANT:

Notices shall be either (i) personally delivered (including delivery by Federal Express or other courier service) to the addresses set forth above, in which case they shall be deemed delivered on the date of delivery; or (ii) sent by postage prepaid certified U.S. mail, return receipt requested, in which case they shall be deemed delivered on the date shown on the receipt unless delivery is refused or delayed by the addressee, in which event they shall be deemed delivered on the date of deposit in the U.S. Mail. A party may unilaterally change its address or addressee by giving notice in writing to the other party as provided in this section. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new addressee or address.

SECTION XIII - AUDIT RIGHTS

The TPO reserves the right to audit the records of the CONSULTANT related to this Agreement and approved Work Orders at any time during the prosecution of the Work included herein and for a period of 1825 days (five non-calendar years) after final payment is made. The CONSULTANT agrees to provide copies of any records necessary to substantiate payment requests to the TPO as may be requested by the TPO solely at the cost of reproduction. This provision shall survive the termination of this Agreement.

SECTION XIV - SUBCONTRACTING

The CONSULTANT shall not subcontract, assign, or transfer any work under this Agreement or approved Work Orders without the written approval of the TPO. When applicable, the CONSULTANT shall cause the names of any subcontracted firms responsible for major portions (or separate specialty) of the Work to be inserted in the pertinent documents or data. In the event of any subcontracting, assignment, or transfer of Work hereunder approved by the TPO, the assignee, transferee, or subcontractor shall be bound to all provisions of this Agreement to the same extent as the CONSULTANT had the assignment, transfer, or subcontracting not been approved by the TPO.

SECTION XV - UNAUTHORIZED ALIEN WORKERS

The TPO will not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a (Section 274a of the Immigration and Nationality Act "INA".) of the Immigration Nationality Act ("INA"). The TPO shall consider a violation of the INA as grounds for unilateral cancellation of this Agreement by the TPO.

SECTION XVI - ATTORNEY'S FEES

In the event any action is taken to enforce the terms of this Agreement or any Work Orders under this Agreement, each party shall bear its own attorneys'/paralegals' fees and costs and any trial shall be non-jury. The CONSULTANT hereby waives any right to a jury trial on any matter litigated and arising from this Agreement, data or information furnished by the TPO as a part of Work production by the CONSULTANT, or Work provided pursuant to this Agreement.

SECTION XVII - CONTINGENT FEES

The CONSULTANT warrants that no person or company was employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting *bona fide* employee, any fee commission, contribution, donation, percentage, gift, or any other consideration, contingent upon, or resulting from award of this Agreement. For any breach or violation of this provision, the TPO shall have the right to terminate this Agreement, without liability, and, at its discretion, to deduct from the contract price or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration and any damages and shall be responsible for reporting the details of such breach or violation

to the proper legal authorities where and when appropriate.

SECTION XVIII- TERMINATION/MODIFICATION OF AGREEMENT

A. The TPO may terminate this Agreement for any reason upon thirty (30) days written notice. The CONSULTANT may terminate this Agreement for any reason upon thirty (30) days written notice, and the TPO shall pay the CONSULTANT for work completed to the date of termination; provided, that a billing consistent with Section VI of this Agreement is first provided by the CONSULTANT. The TPO reserves the right and is hereby granted the right to direct the CONSULTANT to complete any outstanding approved Work Order.

B. In the event of termination by the TPO, the TPO's sole obligation to the CONSULTANT shall be payment for those portions of satisfactorily completed performed Work previously authorized by approved Work Order. Such payment shall be determined on the basis of the hours of Work performed by the CONSULTANT, or the percentage of Work complete as estimated by the CONSULTANT and agreed upon by the TPO up to the time of termination after submission of a billing consistent with Section VI of this Agreement is first provided by the CONSULTANT. In the event of such termination, the TPO may, without penalty or other obligation to the CONSULTANT, elect to employ other persons to perform the same or similar services.

C. The terms of this Agreement may be modified upon the mutual agreement of the CONSULTANT and the TPO as confirmed in writing.

D. In the event that the CONSULTANT changes its name, merges with another company, becomes a subsidiary or makes other substantial change in structure or in the following principles or project managers, the TPO reserves the right to terminate this Agreement subject to the terms prescribed above.

E. In the event of termination of this Agreement, the CONSULTANT agrees to surrender at no cost to the TPO any and all documents prepared by the CONSULTANT for the TPO in connection with this Agreement, of which the TPO will shall have full ownership thereof. The CONSULTANT shall retain copies of such documents for record purposes.

SECTION XIX- DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for a period of 1,095 days (three non-calendar years) after its date of execution, although actual completion of the services and Work hereunder may extend beyond such term, by mutual consent of the parties or unless this Agreement is terminated. The performance of specially and properly authorized projects may extend beyond the Agreement's three-year effective term and shall be compensated in accordance with Section IV hereof. In addition, subject to the TPO's sole discretion, this Agreement may be extended by the TPO Executive Director or designee for an additional 365 days (one additional year) beyond the initial three years, and then again for another additional 365 days (one additional year) beyond the first one year extension. The maximum duration shall not exceed five years in total.

SECTION XX - DEFAULT

In the event the CONSULTANT fails to comply with the provisions of this Agreement, the TPO may declare the CONSULTANT in default by written notification. In the event partial payment has been made for professional services not completed or defectively performed, the CONSULTANT shall return any sums due to the TPO as a result of the CONSULTANT's default within ten (10) days after notice and demand that said sums are due. The CONSULTANT shall not be compensated on a percentage of any deficient professional services which have been performed at the time the TPO declares a default. The TPO shall pay for that portion, if any, of the performed Work which is used or useful by any other consultant retained by the TPO to finish the Work to the extent that the TPO does not incur additional costs over those set forth in the CONSULTANT's canceled Work Order.

SECTION XXI - INDEMNIFICATION & INSURANCE

A. Types of insurance. The CONSULTANT shall provide the following described insurance policies. The CONSULTANT shall provide and maintain, at all times during the term of the Agreement, without cost or expense to the TPO, policies of insurance generally known as comprehensive general liability insurance, (to include products and completed operations), workers' compensation, and professional liability insurance and auto liability insurance. These policies of insurance shall cover the CONSULTANT for any and all claims, demands, and

expenses whatsoever, including defense and causes for action for general damages, bodily injury and property damage arising out of or to the extent caused by negligent acts, errors or omissions of the CONSULTANT.

Insurance shall be provided as follows:

1. Workers' compensation insurance which meets applicable statutory requirements, and Employer's Liability insurance with minimum limits of One Hundred Thousand Dollars (\$100,000) for each accident, or as required from time to time by Federal and State of Florida law, whichever amount shall be higher.
2. Comprehensive commercial general liability insurance with limits of Two Million Dollars (\$2,000,000) as the combined single limit for each occurrence of bodily injury, personal injury and property damage. The policy shall provide blanket contractual liability insurance for all written contracts and shall include coverage for products and completed operations liability and independent contractor's liability.
3. Automobile liability insurance covering all owned, hired and non-owned vehicles in use by the CONSULTANT, its employees and agents, sub-contractors, and sub-subcontractors, if any, all with personal protection insurance and property protection insurance to comply with the provisions of state law, with minimum limits of One Million Dollars (\$1,000,000) as the combined single limit for each occurrence for bodily injury and property damage. The foregoing reference to sub-consultants shall not be interpreted as permission to utilize the same.
4. Professional Liability Insurance with limits of Two Million Dollars (\$2,000,000) as the combined single limit for each occurrence of negligence or intentional misconduct for acts of professional liability or malpractice related to this Agreement and the Work hereunder. Professional Liability Insurance, if written on a "claims made" basis, shall further be maintained for four [4] years after the term of this Agreement. This Section XXI as it relates to the foregoing sub-paragraph 4. shall survive the termination of this Agreement.

In the event that the CONSULTANT shall fail to comply with the requirement of insurance provision, the TPO is authorized, but in no event shall be obligated, to purchase such insurance, and the TPO may bill the CONSULTANT or deduct the cost of the aforesaid insurance from the billings to the TPO by the CONSULTANT. The CONSULTANT shall immediately forward (within thirty (30) days of the receipt of an invoice from the TPO) funds to the TPO in full payment for said insurance. Failure to pay as provided shall be subject to the charge of interest at the then highest legal rate permitted by law. It is expressly agreed that neither the provision of the insurance referred to the TPO, nor the TPO's acceptance of the terms, conditions or amounts of any insurance policy, shall be deemed a warranty or representation as to adequacy of such coverage.

B. Insurance Administration:

1. Occurrence basis. All policies, except professional liability insurance and workers' compensation, shall be written on an occurrence and not a claims-made basis.
2. Coverage amounts. The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as, in combination, the limits equal or exceed those stated, and the policies provides the type and quality of coverage required by this Agreement.
3. Additional insured. All policies, except for workers' compensation and professional liability policies, shall name the TPO as an "additional insured." Each policy which is to be endorsed to add the TPO as an additional insured, shall contain cross-liability wording as follows:

"In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder."

4. Evidence of insurance. Copies of all insurance policies with the terms/endorsements and designations of "additional insured" are required by this Agreement for each insurance policy required to be obtained by the CONSULTANT in compliance with this section, along with written evidence of payment of required premiums, shall be filed and continuously maintained with the TPO during the term of Agreement hereunder and prior to commencement of all projects, tasks, or Work hereunder. Certificates of insurance shall not be considered

acceptable evidence of insurance. The CONSULTANT shall immediately advise the TPO of any claim or litigation that may result in liability to the TPO.

5. Cancellation of policies of insurance. All insurance policies maintained pursuant to this Agreement shall contain the following endorsement:

"At least thirty (30) days prior, written notice shall be given to the Space Coast Transportation Planning Organization, or successor hereof, by the insurer of any intention not to renew such policy or to cancel, replace or materially alter same."

6. Insurance companies. All insurance shall be effectuated under valid and enforceable policies, insured by insurers licensed to do business by the State of Florida, or surplus line carriers on the State of Florida Insurance Commissioner's approved list of companies qualified to do business in the State of Florida. All insurance carriers and surplus line carriers shall be rated A+, with a financial quality of VII, or better by A.M. Best Company, or if A.M. Best's Rating Guide is discontinued, then its successors or a similar rating agency acceptable to the TPO.

7. Deductibles. All insurance policies may be written with deductibles, not to exceed Twenty-Five Thousand Dollars (\$25,000) unless approved in writing in advance by the TPO. The CONSULTANT agrees to indemnify and save harmless the TPO from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished by this Agreement.

8. Subcontractors. The CONSULTANT shall require that each and every one of its sub-contractors and their sub-subcontractors, who perform Work related to this Agreement shall carry, in full force and effect, workers' compensation, comprehensive general public liability, professional liability, and automobile liability insurance coverage's of the type which the CONSULTANT is required to obtain under the terms of this sub-section, with appropriate limits of insurance. Additionally, sub-consultants and sub-subconsultants shall designate the TPO as an "additional insured" on all insurance applicable to the Work or portions thereof, and include coverage, quality of insurance, and type of policy clauses as required for the CONSULTANT. The CONSULTANT shall furnish copies of those sub-consultant and sub-subconsultant policies and declaration pages to the TPO before the sub-consultant or sub-subconsultant commences any portion of the Work. Certificates of insurance shall not be considered acceptable evidence of insurance.

9. If the CONSULTANT fails to pay for all insurance due and as required above, the TPO may, but shall not be obligated to, pay the same, and upon written request the CONSULTANT shall promptly reimburse the TPO for the cost of said insurance. If the CONSULTANT does not reimburse the TPO, subject to the 15-day grace period, the CONSULTANT shall be in material default of this Agreement and, in addition to all other remedies available at law or under this Agreement, the TPO may, but is not obligated to take such measures as the TPO deems appropriate to pay for such insurance. Upon written request, the CONSULTANT shall immediately reimburse the TPO for the amount thereof (including all interest imposed by the assessing agency for late or non-payment of insurance and penalties attributable thereto) plus interest, all at the then highest legal rate of interest.

C. Indemnification. The CONSULTANT shall indemnify the TPO and hold the TPO harmless from and against all costs, liabilities, expenses, losses, claims, damages, injuries (including death) or obligations to the extent arising out of a breach of CONSULTANT's professional standard of care or negligent actions or omissions or that of its employees, agents, sub-consultants and sub-subconsultant and their respective agents and employees, taken to implement the accomplishment of or accomplish the tasks set forth in this Agreement, and not caused by the sole, negligence or, intentional misconduct of the TPO. The CONSULTANT shall indemnify the TPO and hold the TPO harmless from and against any fine, penalty, liability, or cost arising out of the CONSULTANT's (or sub-consultant) violation of this Agreement or violation of any law, ordinance, rule, or governmental regulation applicable to any Work or tasks performed or omitted to be performed pursuant to this Agreement or arising therefrom. The TPO and the CONSULTANT agree that the indemnification set forth in this Paragraph includes reasonable attorneys'/paralegals' fees incurred by the TPO due to the matters covered by this indemnification.

D. Defense of the TPO. In the event any action or proceeding shall be brought against the TPO by reason of any matter for which the TPO is indemnified or insured hereunder, the CONSULTANT shall, upon notice from the TPO, at the CONSULTANT's sole cost and expense, resist and defend the same with legal counsel mutually selected by the CONSULTANT and the TPO; provided, however, that the CONSULTANT shall not admit liability in

any such matter on behalf of the TPO without the written consent of the TPO and provided, further, that the CONSULTANT shall not admit liability for, nor enter into any compromise or settlement of, any claim for which it is indemnified hereunder, without the prior written consent of the CONSULTANT.

All provisions of sub-sections C and D shall survive the termination of this Agreement.

SECTION XXII - QUALITY CONTROL

The CONSULTANT warrants a high level of quality control and accuracy. The TPO may request additional data collection or re-analysis of data at no expense to the TPO. If the original data collection or data analysis is found to be accurate and reasonable, the CONSULTANT shall be compensated for the additional Work in accordance with Section IV of this Agreement.

The CONSULTANT acknowledges that the TPO will periodically evaluate the CONSULTANT'S performance and that the evaluation will be used by the TPO in determining the CONSULTANT'S qualifications for future contracts with the TPO.

SECTION XXIII - NON EXCLUSIVE AGREEMENT

The parties acknowledge that this Agreement is not an exclusive agreement, and the TPO may employ other engineers, planners, professional or technical personnel to furnish services for the TPO, as the TPO, in its sole discretion, finds is in the public interest.

The TPO reserves the right to assign such Work to the CONSULTANT as it may approve in the sole discretion of the TPO.

SECTION XXIV - TRUTH-IN-NEGOTIATIONS

In accordance with the provisions of Section 287.055, Florida Statutes, the CONSULTANT agrees to execute a truth-in-negotiations certificate and agrees the original contract price and any additions may be adjusted to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.

SECTION XXV - INTEREST OF CONSULTANT

The CONSULTANT covenants that it presently has no conflict of interest and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required to be performed under this Agreement. The CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

SECTION XXVI- USE OF FEDERAL FUNDS

As required by 49 CFR Part 20 Appendix A, the CONSULTANT affirms that 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, an office or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making on 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.

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 the 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.

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 and not more than \$100,000 for each such failure.

SECTION XXVII- NONDISCRIMINATION

(a) *Compliance with Regulation.* The TPO and the CONSULTANT shall comply with the regulations of U.S. Department of Transportation relative to non-discrimination in federally assisted

programs of the U.S. Department of Transportation, which are herein incorporated by reference and made a part of this Agreement.

(b) *Nondiscrimination.* The TPO and the CONSULTANT, with regard to the Work performed by it after award and prior to completion of the contract Work, will not discriminate on the grounds of race, color, religion, sex or national origin in the selection and retention of a contractor and subcontractors, including procurements of material and leases of equipment. The TPO and the CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Federal regulations. As required by 49 CFR 26.13(b), the CONSULTANT, sub-contractor, or sub-subcontractor, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The CONSULTANT shall carry out applicable requirements of 49 CFR part 26 in the award and administration of US DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as non-responsible.

(c) The TPO will take such action with respect to any subcontract or procurement as the Federal Highway Administration (FHWA) may direct as a means of enforcing such provision, including sanctions for noncompliance; provided, however, that, in the event the TPO becomes involved in, or is threatened with, litigation with a contractor, subcontractor or supplier as a result of such direction, the TPO may request the State of Florida to enter into such litigation to protect the interests of the State of Florida, and, in addition, may request the United States to enter into such litigation to protect the interests of the United States.

SECTION XXVIII – DISADVANTAGED BUSINESS ENTERPRISE (DBE):

The CONSULTANT and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of this Agreement. In this regard, all recipients, and contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that the Disadvantaged Business Enterprises (“DBE”) have the maximum opportunity to compete for and perform contracts. The TPO shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. Department of Transportation (“US DOT”) assisted contracts. The TPO’s DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in the Planning Funds agreement between the TPO and the FDOT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of the TPO’s agreement with the FDOT. Upon notification to the TPO of its failure to carry out its approved program, the US DOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

SECTION XXIX - ENTIRETY OF AGREEMENT

This writing, together with Work Orders and signed Notices to Proceed that may follow, and all certifications specified in the Request for Proposals #2017-02, including but not limited to certifications made by the CONSULTANT related to Truth-In-Negotiations Certificate; Non-Collusion Proposal Certification; Public Entity Crimes, Certification of Eligibility; Certification Regarding Lobbying; Debarment and Suspension Certification, are hereby made a part of this Agreement by this reference and embody the entire agreement and understanding between the parties hereto, and there are not other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein.

No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing, signed by both parties hereto as an addendum to this Agreement, or as specifically prescribed in a Work Order.

This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida.

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties or a joint venture. The CONSULTANT shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The TPO shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the CONSULTANT is an independent contractor. The parties to this Agreement agree that there are no third-party beneficiaries, either express or implied.

SECTION XXX – VENUE

Venue for any dispute shall be located in state court in Brevard County, Florida, or in Federal court in the U.S. District Court for the Middle District of Florida. The CONSULTANT waives venue in any other location and agrees to the bringing of suit involving this Agreement only in the locale set forth above. The parties agree that this location venue is the most convenient to the parties; that Brevard County is where the contract is made; that the governmental agency is headquartered in Brevard County; that the costs of litigation will be less in the venue selected; and the greatest number of witnesses are located conveniently in this venue.

SECTION XXXI – REQUIRED CREDIT/DISCLAIMERS

Pursuant to 23 CFR 420.117(e), the CONSULTANT shall include an appropriate credit reference and disclaimer statement in their Work products. The credit reference and disclaimer statement shall be included in the final product and final product report of the CONSULTANT together with any mid-contract term planning or feasibility studies. The credit reference and disclaimer statement shall be in substantially the following form:

"The preparation of this report has been financed in part through grant[s] from the Federal Highway Administration and Federal Transit Administration, U.S. Department of Transportation, under the State Planning and Research Program, Section 505 [or Metropolitan Planning Program, Section 104(f)] of Title 23, U.S. Code. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation."

"This report was funded in part through grant[s] from the Federal Highway Administration [and Federal Transit Administration], U.S. Department of Transportation. The views and opinions of the authors [or agency] expressed herein do not necessarily state or reflect those of the U. S. Department of Transportation."

SECTION XXXII – FEDERAL TAX ID NUMBER

The CONSULTANT shall provide to the TPO its Federal Tax ID Number within thirty (30) days of the effective date of this Agreement.

SECTION XXXIII – EMPLOYMENT AND PROHIBITED INTERESTS

The CONSULTANT shall not engage the services of any person or persons now employed by the TPO, including any department, agency, board or commission thereof, to provide services relating to this Contract without written consent from the TPO. No member, officer, or employee of the TPO either during his tenure or for one year thereafter shall have any interests, direct or indirect, in this contract or the proceeds thereof.

SECTION XXXIV – PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a Contract to provide any goods or services to a public entity, may not submit a bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with a public entity, and may not transact business with any public entity, such as the TPO, in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Any violation of this provision by the CONSULTANT will permit the TPO to immediately terminate this Agreement and hold the CONSULTANT liable for the return of all monies paid to the CONSULTANT.

SECTION XXXV – E-VERIFY

The CONSULTANT shall:

(A) 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; and

(B) expressly require any subcontractors performing Work or providing services pursuant to this Agreement 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. This foregoing requirement shall not be interpreted as authorizing the use or approval to use subcontractors.

SECTION XXXVI – RESTRICTIONS, PROHIBITIONS, CONTROLS, AND LABOR PROVISIONS

(a) Federal Participation. It is understood and agreed that, in order to permit federal participation in the expenditure of PL Funds, this Agreement may be subject to the approval of FHWA or Florida Department of Transportation.

(b) Record-keeping and document retention. The CONSULTANT and the TPO shall prepare and retain all records in accordance with the federal and state requirements, including but not limited to 23 CFR Part 420, 49 CFR Part 18, 49 CFR 18.42, and Chapter 119, Florida Statutes.

(c) Prohibited Interests. Neither the TPO nor any of its contractors or their subcontractors shall enter into any contract, subcontract, or arrangement in connection with the project that this Agreement is related to or any property included or planned to be included in the project, in which a member, officer, or employee of the TPO either during his or her tenure or for one year thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee involuntarily acquired or had acquired prior to the beginning of his or her tenure any such interest, and if such interest is immediately disclosed to the TPO and such disclosure is entered in the minutes of the TPO, the TPO may waive the prohibition contained in this paragraph, provided, that any such present member, officer, or employee shall not participate in any action by the TPO or the locality relating to such contract, subcontract, or arrangement.

(d) No member, officer, or employee of the TPO either during his or her tenure or for one year thereafter shall have any interests, direct or indirect, in this contract or the proceeds thereof.

(e) As required by 49 CFR 26.13, the CONSULTANT is advised that the TPO shall not discriminate on the basis of race, color, national origin, religion, gender, age or disability in the award and performance of any DOT-assisted contract or in the administration of its DBE (“Disadvantage Business Enterprise”) program or the requirements of 49 CFR Part 26.

(f) It is understood and agreed that all rights of the TPO relating to inspection, review, approval, patents, copyrights, and audit of the Work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.

SECTION XXXVII – CONSTRUCTION OF AGREEMENT

The parties hereby acknowledge that they fully reviewed this agreement, its attachments and had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be construed more harshly against any party as if they were the drafter of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, 2017.

SPACE COAST TRANSPORTATION PLANNING ORGANIZATION
An agency of the State of Florida organized and operating
Pursuant to Section 339.175, Florida Statutes

Space Coast Transportation Planning Organization
Name

Signature

Space Coast TPO Chairman
Title

ATTEST:

SCTPO Operations Manager (SEAL)

CONSULTANT:

By: (Authorized Signature)

(Print Full Name)

Title

Name of Firm

Mailing Address

Phone Number