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SECTION I – GENERAL INFORMATION

A. Background and Understanding

1. The Franklin County Metropolitan Planning Organization (FCMPO), hereafter referred to as FCMPO or MPO, is the federal and state designated regional transportation planning body for the urbanized areas in Franklin County, Pennsylvania. The FCMPO coordinates the federally mandated transportation planning process in the Chambersburg Urbanized Area. While a portion of Franklin County, PA is included in the Hagerstown-Martinsburg Urbanized Area (Greencastle, PA area), FCMPO conducts the planning activities for this area on behalf of the Hagerstown/Eastern Panhandle Metropolitan Planning Organization (HEPMPO). There is an existing Memorandum of Understanding that planning activities in Franklin County will be handled by the FCMPO.

2. Portions of the MPO planning area have been designated as maintenance for PM$_{2.5}$ under Environmental Protection Agency designations. The MPO currently is required to demonstrate transportation conformity as we implement the planning process.

3. Given the limited staffing of the MPO, the changing requirements resulting from the transportation legislation, and the complexity of demonstrating conformity through the use of the travel demand and air quality models, the MPO is looking through this procurement to have available a set of resources that will support the MPO planning process and help at times to address key elements of the Unified Planning Work Program (UPWP). We are seeking to have available the innovative transportation analysis capability that will be required to support the MPO and to maintain our ability to provide appropriate leadership within the region.

4. Areas in which the MPO may require contractor support during the term of this procurement include:
   - Air Quality Conformity - Analysis and Compliance
   - Travel Demand Modeling
   - Long Range Transportation Plan Development
   - Transit and Coordinated Human Services Planning
   - Special Studies Assistance and Development
   - Freight Movement

5. The following scope of work will provide details on the kinds of analytic support that may be required. The Scope of Work, Section II, requests information on how potential consultants propose to use their resources to respond to the detailed work requirements.
Section III provides guidance on the MPO’s expectations regarding the contents and quality of potential consultant responses.

B. Administrative/Contractual Information

1. Purpose

1. The purpose of this procurement is to make available to FCMPO qualified Consultant resources that will support the MPO planning process and ongoing responsibilities as well as the wide range of analyses that may be required to advance the MPO work program and to maintain the MPO’s role as a regional transportation leader. This procurement follows all applicable processes outlined in the County of Franklin’s purchasing and bidding policy.

2. The FCMPO assures that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination on the grounds of race, color, national origin, religion, or sex, as provided by Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987 (P.L. 100.259). With advance notification, accommodations may be provided at any meeting open to the public for those with special needs related to language, speech, sight, or hearing. If you have a request for a special need, wish to file a complaint, or desire additional information, please contact the FCMPO at (717) 261-3819 or ljmcclure@franklincountypa.gov.

2. Issuing County Department

The point of contact for purposes of this Request for Proposals (RFP) is the FCMPO Director hereafter referred to as Director as shown below:

Steven J Thomas, AICP, Planning Director
Franklin County Metropolitan Planning Organization
% Franklin County Planning Department
218 North Second Street
Chambersburg
Phone: 717-261-3855
Email: sjthomas@franklincountypa.gov

3. Question and Inquiries

The Planning Director will accept written questions from prospectiveResponders. As reasonably as possible and appropriate, written responses will be prepared and distributed to all that have received or requested the RFP packet. Questions may be submitted by mail or, preferably, by e-mail to the Planning Director.

*The director/staff will not respond to telephone inquiries and will not meet individually with any potential contractors.*
4. Submission Deadline

1. In order to be considered, proposals must be received no later than 3:00 p.m. (Eastern Daylight Savings Time) on Friday, April 17, 2020, and shall be submitted to the Director at the address listed in Section I, B.2. Responders submitting proposals by mail should allow sufficient mailing and delivery time to ensure timely receipt by the Planning Director. Proposals arriving after the closing date and time shall be considered late and shall be rejected in accordance with applicable regulations. Electronic and fax proposals will not be accepted.

2. The Qualifications & Experience, Technical Proposal and Financial Proposal must each be submitted in separately sealed envelopes or packages addressed to the Planning Director and must be clearly marked with the full name and address of the Responder and the contents of the envelopes or packages, e.g., “Qualifications & Experience”, “Technical Proposal”, or “Financial Proposal”.

3. The Qualifications & Experience, Technical Proposal and Financial Proposal must each be submitted in separately sealed envelopes and shall include an electronic copy (PDF format) on a USB drive and Fifteen (15) hard copy originals (one copy unbound).

5. Duration of Offer

Proposals submitted in response to this RFP are irrevocable for a period of 120 calendar days following the closing date for the receipt of proposals. This period may be extended if requested by the Planning Director and agreed to by the Responder in writing.

6. Contract Type

The contract to be awarded as a result of this RFP will be a firm fixed unit price or as otherwise determined appropriate by the MPO.

7. Addenda and Revisions to the RFP

It is the Responder's responsibility to become familiar with all information provided in this package and any other information considered necessary to make a proposal. Should any contractor find discrepancies in, or omissions from the documents or be in doubt of their meaning, he/she should at once request in writing an interpretation from the Planning Director. All necessary interpretations will be issued to all contractors in the form of addenda to the specifications, and such addenda shall become part of the contract documents. Requests received after 3:00 P.M. (EST) Friday, April 3, 2020 may not be considered. Every interpretation made by the MPO will be made in the form of an addendum that, if issued, will be sent by the Planning Director to all interested parties by Friday, April 10, 2020. Responders shall acknowledge receipt of all addenda in the transmittal letter of the Technical Proposal.
8. Cancellation and Rejection of Proposals

The MPO reserves the right to accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities and to conduct discussions with all qualified or potentially qualified Responders in any manner necessary to serve the best interests of the MPO. The MPO reserves the right to cancel this RFP.

9. Discussions

1. FCMPO may enter into discussions with all qualified Responders. The term “qualified Responder” includes only those responsible Responders who submitted proposals initially judged by the Director and Evaluation Committee to be reasonably susceptible of being selected for award. Discussions shall be led by the Responder’s Team/Project Manager and will consist of an oral presentation by the Responder to the FCMPO Evaluation Committee, including questions from and discussions with the Committee and Director. Responders shall be notified of the time, date and location of the discussions. A submission of a proposal does not guarantee a Responder the opportunity to be invited in for discussions.

2. The MPO retains the right, at its discretion, not to hold discussions with Responders and may award a contract on the basis of Technical and Financial Proposals as submitted if, in the judgement of the Director and Evaluation Committee, the Responder response demonstrates sufficient competition so that acceptance of an initial offer without discussion or negotiation would result in a fair and reasonable price.

10. Incurred Expenses

The MPO will not be responsible for any costs incurred by Responders in preparing and submitting a response to this RFP, any oral presentation(s), providing demonstrations, or for any other associated costs.

11. Multiple Proposals

A Responder may not submit multiple proposals in response to this solicitation. However, this does not preclude subcontractors (Disadvantaged Business Enterprises (DBEs) or others) from being on more than one Responder’s proposal.

12. Alternative Proposals

Alternative proposals to this RFP are allowable and should be addressed as outlined under Section III.C.1.5 “Alternative Proposals”.

13. Compliance with Law

By submitting an offer in response to this RFP, the successful Responder(s) selected for award agrees that they shall comply with all Federal, State and local laws applicable to their activities and obligations under the Contract.
14. Incorporation by Reference

All terms and conditions of the RFP and amendments thereto, all provisions of the successful Responder’s proposal and submittals in response to the RFP and amendments thereto, and all applicable State and Federal laws, statutory and regulatory provisions and orders shall be incorporated by reference and made a part of the contract to be entered into as a result of this RFP.

15. Contract Duration

1. The contract awarded through this RFP shall be effective for a period of two (2) years after Notice to Proceed. In addition to the two-year base contract term, FCMPO reserves the unilateral option to renew this contract for two (2) additional consecutive one (1) year periods.

2. Responders are to provide the proposed hourly rates per requested job category for the Years 1 and 2 and estimates for potential Years 3 and 4.

16. Time for Completion

Task Orders under this contract will be prepared and submitted on an on-call, as requested basis. Each individual Task Order will have specific deliverables, estimated cost and completion dates. Each individual Task Order will require a separate written notice to proceed from the Director.

17. Task Order(s)

1. FCMPO will prepare the task order(s) in writing and forward to the contractor. The contractor shall respond to the MPO in writing with a complete scope of work and estimated time commitment (# of hours) for individuals required to perform the assigned task(s). Hourly rates for proposed staff (either prime or subcontractor staff) must be the same rates proposed (for the various labor categories) in the Responder’s financial proposal. Rates other than those proposed and contractually agreed upon will not be accepted.

2. The MPO reserves the right to approve, disapprove or negotiate task order responses with regard to proposed individuals and/or the proposed time commitment (number of hours). Upon approval, the MPO will provide a written notice to proceed which will serve as the beginning of the project time schedule.
18. Anticipated Schedule of Activities

ITEM | DATE
--- | ---
RFP Issue Date | March 16, 2020
Pre-Proposal Conference (10:00 a.m. EST) | March 30, 2020
Deadline for receipt of questions (3:00 p.m. EST) | April 3, 2020
Written Response to Questions | April 10, 2020
Closing Date for Receipt of Proposals (3:00 p.m. EST) | April 17, 2020
Evaluations Completion Date | April 30, 2020
Anticipated Recommendation for Award | May 20, 2020
Anticipated Award Date | May 28, 2020
Anticipated Start Date | July 1, 2020

19. Pre-Proposal Conference

A Pre-Proposal Conference will be held at **10:00 A.M. (EST/local time), on Monday, March 30, 2020**, in the Franklin County Administrative Annex Old Senior Center located at 218 North Second Street, Chambersburg, Pennsylvania. While attendance at this meeting is not mandatory for those wishing to submit proposals, it is strongly encouraged.

SECTION II – SCOPE OF WORK

A. **Tasks 1 through Tasks 6**

The following tasks are intended to provide a general understanding of the potential tasks that could be part of this procurement. The details given below are only intended as examples for the purpose of completing the requirements of this RFP. The actual tasks will be developed at the time of the request for work to be completed. It should be noted that the list of these tasks does not ensure that work assignments will be guaranteed in each task. Work tasks will be developed on an as-needed basis.

**Task 1: Air Quality Conformity – Analysis and Compliance**

It is the intent of this task to provide for the technical expertise necessary to inform and advise the MPO of issues relating to air quality regulations and conformity requirements in an effort to ensure that the MPO maintains compliance with all federal mandates. In the event an Air Quality Advisory Committee is established, participation as an advisor would be expected by providing the technical analysis and report preparation necessary to
perform the air quality conformity determinations for the Long Range Transportation Plan (LRTP) and Transportation Improvement Program (TIP).

**Task 2: Travel Demand Modeling**

The MPO is scheduled to update the Region’s LRTP by May 1, 2023. This task is intended to provide the technical resources to ensure validation and calibration of the region’s travel demand model as needed, analysis of network alternatives and other activities associated with running and maintaining the model and completing the Plan update.

**Task 3: Long Range Transportation Plan Development**

As noted in Task 2, the deadline for completion of the update of the LRTP is May 1, 2023. This task is intended to ensure that the resources are in place to successfully update the LRTP in a timely manner. Potential tasks would include the preparation of the transportation plan update, technical memorandums, meeting public involvement requirements and other LRTP related tasks.

**Task 4: Transit and Coordinated Human Services Planning**

The MPO partners with two (2) public transit providers in the region: rabbittransit and Commuter Services of Pennsylvania. The MPO is also a participant in Coordinated Human Service Transportation Plans within the County. This task is intended to ensure that appropriate resources are available to the MPO to assist in meeting the transit planning elements of the UPWP.

**Task 5: Special Studies Assistance & Development**

As the need arises, the MPO will initiate a special study to assist in the development of plans, reports or technical memorandums intended to evaluate specific problems or needs within the region. Examples of such studies would be traffic analysis of problem intersections or roadway segments, bicycle/pedestrian plans, corridor studies, etc. This task is intended to ensure that appropriate resources are available to assist the MPO staff in completing potential special studies that may be initiated.

**Task 6: Freight Movement**

Portions of two (2) major interstate highways (Interstates 81 and 76) traverse the FCMPO planning area and are in the US Department of Transportation’s Primary Freight Network. As a new focus topic in the newly adopted Fixing America’s Surface Transportation (FAST) Act transportation bill, the MPO may need assistance in the form of plans, reports, or technical memorandums intended to evaluate specific problems or needs within the region.

**B. Additional Requirements**
Additional Tasks

FCMPO reserves the right to issue additional planning tasks, similar in nature to those listed above.

SECTION III – RESPONSES TO THE RFP

1. A transmittal letter must accompany the Qualifications & Experience, Technical Proposal and Financial Proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The letter is to be signed by the individual who is authorized to commit the Responder to the services and requirements as stated in the RFP.

2. The Qualifications & Experience, Technical Proposal and Financial Proposal must be submitted in separate sealed packages and must be clearly labeled appropriately as Qualifications & Experience, Technical Proposal and Financial Proposal and must bear the name and address of the Responder, the name of the RFP (“FCMPO General Transportation Planning Services Proposal”) and the submission date of the RFP (i.e. “04-27-2020”) on the outside of the package. Inside the package, an electronic original on USB drive, to be so labeled, and fifteen (15) copies shall be provided. All pages in the proposal should be sequentially numbered. One of the copies is to be unbound.

A. Qualifications & Experience

1. All Responders must identify themselves and any proposed subcontractors (other than DBE subcontractors) in accordance with the following format:

   - Name
   - Address
   - Telephone
   - Contact Person with e-mail address and phone number
   - Primary Business Expertise

2. References

   2.1 Project References – Summaries or brief descriptions of projects performed by the prime contractor and/or subcontractors which are most related to the various requirements of this procurement should be included. Limit descriptions to those most relevant to this procurement and most representative of the team’s capabilities. Project experience should present and briefly describe relevant project experience for each task and subtask, with the performing organization clearly noted for each project description.
2.2 Client References - References must be for relevant projects completed within the past five (5) years. For each reference, provide a contact person’s name, title, phone number, fax number and email address for verification. REFERENCES WILL BE CHECKED.

3. Subcontractor(s) Role

3.1 An explanation of the role any subcontractor(s) may perform should be included under the Qualifications and Experience section of the response. A brief description of the subcontractors relevant experience and capabilities should be included.

3.2 Include Disadvantaged Business Enterprise Certification number, if applicable. Include non-DBE subcontractor(s) role in relation to each task.

A.2. Understanding of the Scope of Services, and Responder’s Corporate Experience

Responders should submit a narrative indicating a thorough understanding of and recommendations for conducting the work specified in this RFP with illustrations of Responder’s understanding and recommendations provided through presentation of selected project descriptions and a detailed plan for accomplishing all of the activities to be performed.

A.3. Experience—Key Personnel

1. All key personnel (principal, project manager, and senior planner) from the Responders organization that are proposed to work under this contract must be included in the qualifications and experience proposal describing each individual’s qualifications, familiarity with and understanding of the elements of the Scope of Work, planning/design practices, programs, policies and procedures, and previous experience on similar type projects. In general, resumes (maximum of one (1) page each) will be an acceptable format. However, additional information regarding special expertise or experience relating to the fulfillment of this RFP should be highlighted.

2. All key personnel (principal, project manager, and senior planner) from any and all subcontractors proposed to be used to fulfill the requirements of this RFP shall also submit information describing each individual’s qualifications, familiarity with and understand of the elements of the Scope of Work, planning/design practices, programs, policies and procedures and previous experience on similar projects. In general, resumes (maximum of one (1) page each) will be an acceptable format. However, additional information regarding special expertise or experience relating to the fulfillment of this RFP should be highlighted.

3. On certain projects, the MPO may require that certain proposed key personnel be assigned to the project. In this instance, said key personnel will be identified in the approved Task Order Agreement. If one (1) or more of the aforementioned personnel
become unavailable for the continuation of the work assignment, the consultant shall replace said individual(s) with personnel of substantially equal ability and qualifications. However, any changes to designated key personnel will require the prior written approval of the MPO designated Liaison. If acceptable, changes shall be effected without additional cost to the MPO and without formal modification of the Agreement.

A.4. Qualifications

The following employee classifications are to be assigned to the various projects performed under this contract depending upon the project scope. Not all classifications will be required for all project assignments. Required classifications will be determined prior to issuing the Notice to Proceed.

1. **Project Manager** - This position will be the MPO's point of contact with the Consultant. More than one project manager may be approved under this contract; though only one shall be assigned to a specific project. The hourly rate submitted on Attachment D shall be used for all project managers.

   The Project Manager will be qualified to oversee all aspects of an assignment.

   Qualifications shall include:

   a. Minimum of seven (7) years of experience in related area.

   b. Minimum of two (2) years of project management experience in related area.

   c. Professional Engineer, AICP Certified Planner or Project Manager Professional, dependent upon the project assignment.

2. **Transportation Planner** - This position will assist the Project Manager in completing assigned tasks. Typical areas of responsibility may include one (1) or more of the following aspects of engineering: traffic analysis and design, travel demand modeling, air quality analysis and other activities associated with transportation planning. Qualifications shall include:

   a. Minimum of four (4) years of engineering experience, similar in nature to the work required by the assignment.

   b. Significant knowledge and experience with all applicable reference material and design software.

   c. Professional Engineer/EIT, AICP Certified Planner, or demonstration of appropriate skill set based upon experience.

3. **Modeler** - This position will assist the Project Manager/Transportation Planner in completing assigned tasks. Typical areas of responsibility may
include both travel demand modeling and air quality analysis. Qualifications shall include:

a. Minimum three (3) years of experience similar in nature to the work to be performed.

b. Knowledge of and experience with all applicable reference material and design software.

c. Knowledge of and experience with all applicable reference material and design software.

d. Engineer in Training (EIT) registration, AICP Certified Planner, or demonstration of appropriate skill set based upon experience.

4. GIS Technician - This position will assist the Project Manager in completing the assigned tasks. This individual is primarily responsible for producing the finished drawings/Maps and performing appropriate analysis and data management. Qualifications shall include:

   a. Minimum three (3) years GIS experience on related projects.

5. Administrative - This position will assist the Project Manager in completing the assigned tasks. Typical responsibilities may include typing reports and providing copying and duplication services. There are no specific qualifications for this staff.

6. Should the Consultant find that additional employee classifications might be necessary; such information should be specifically addressed in the Financial Proposal Submittal (See Section V – (B) Financial Proposal Format). **DO NOT MODIFY TABLE 1.**

**B. Technical Proposal Instructions—Responding to the Tasks in Section II**

Under separate sealed cover, the contractor must submit an electronic original on USB Drive and fifteen (15) copies of the Technical Proposal. One (1) copy is to be unbound. **For all tasks, any work previously performed within the MPO region should be highlighted.**

**B.1 Task 1-Air Quality Conformity – Analysis & Compliance**

Technical response should describe the Responder’s experience relevant to this task and should describe how the Responder would tailor its relevant experience to this task. Of particular interest will be the range and quality of the Responder’s experience with assisting similar sized MPOs to address air quality conformity. Also, demonstration of experience and how the Responder would assume the work previously done by the MPO
and previous consultants; particularly, integrating current TransCAD software travel demand model information with the MOVES air quality model.

B.2 Task 2 - Travel Demand Modeling

Technical response should describe the Responder’s experience relevant to this task and should describe how the Responder would tailor its relevant experience to this task. Of particular interest will be the range and quality of the Responder’s experience various travel demand models and in particular the TransCAD model. Experience in using TransCAD in conjunction with the air quality models to demonstrate conformity should be demonstrated. Also of particular interest will be the ability of the Responder to modify the model to meet the particular needs of localities within the modeling region.

B.3 Task 3 – Long Range Transportation Plan Update Development

Technical response should describe the Responder’s experience relevant to this task and should describe how the Responder would tailor its relevant experience to this task. Of particular interest will be the range and quality of the Responder’s experience with the development of both long range transportation plans and plan updates of MPOs of similar size and structure, as well as performance measures. The Responder may want to include examples of previous work performed and of particular interest any “innovative or simplified” approaches that may have been used for other plan updates.

B.4 Task 4 – Transit & Coordinated Human Services Planning

Technical response should describe the Responder’s experience relevant to this task and should describe how the Responder would tailor its relevant experience to this task. Of particular interest would be demonstration of previously performed transit-related planning activities, coordinated human services transportation related experience and other assistance provided to MPO’s of similar size and structure.

B.5 Task 5 – Special Studies

Technical response should describe the Responder’s experience relevant to this task and should describe how the Responder would tailor its relevant experience to this task. Examples of such studies would be traffic analysis of problem intersections or roadway segments, bicycle/pedestrian plans, corridor studies, etc.

B.6 Task 6 – Freight Movement

Technical response should describe the Responder’s experience relevant to this task and should describe how the Responder would tailor its relevant experience to this task. Of particular interest would be a demonstration of previously performed multi-modal freight planning activities and freight modeling experience.

B.7 Forms, Certifications, and Assurances
1. Responders shall acknowledge receipt of all addenda in the transmittal letter of the Technical Proposal.
2. The Responder must complete, sign and submit the following attachments with the Technical Proposal:
   a. Debarment and Suspension Form (Attachment A)
   b. Affidavit (Attachment B)
   c. Staff Matrix (Attachment D)

C. Financial Proposal Instructions

C.1 – Financial Proposal Format

1. **Under separate sealed cover** from the Qualifications & Experience and Technical Proposals and clearly identified with the same information noted on the Qualification & Experience and Technical Proposals, the Contractor must submit an electronic original on USB Drive and fifteen (15) copies of the Financial Proposal. One (1) copy must be unbound. The Financial Proposal must contain all cost information in the format specified below. **DO NOT CHANGE THIS FORMAT.**

2. Responders must enter an hourly labor rate for each category of labor (See Attachment D) being bid. Each Responder must quote a firm, fully loaded, fixed unit price that is inclusive of all costs, including all direct and indirect costs. Table 1 below includes a model number of hours by employee classification for evaluation purposes only. Responders must multiply their offered hourly labor rates by the model hours in each labor category to arrive at a bottom line total for each year of the contract and summarize these offers for the total of the base period of the contract. The MPO does not guarantee these hours, neither minimum nor maximum hours for any Contractor, or for all Contractors. They are for evaluation purposes only.

3. The Contractor will be paid on the basis of the firm, fixed unit labor rates quoted in their price proposal and the actual hours expended on a given project by individuals in the various labor categories.

4. Hourly rates should be provided for the prime Contractor. No individual labor rates should be included for the subcontractors on the price proposal form. Any subcontractor expenses/fees must be incorporated into the hourly rates quoted by the prime contractor for the various requested labor categories.

5. **Alternative Proposals.** Should the Responder find that additional employee classifications are necessary or if they wish to propose a more innovative technical or pricing proposal approach, such information should be specifically addressed in the Technical Proposal in a separate section labeled Alternate Approach. Cost
information for the same shall be added to the Financial Proposal in a separate section labeled Alternate approach. **DO NOT MODIFY Table 1.**

C.2 – Proposal

The Responder must submit the following with the Financial Proposal:

1. Evidence that the Responder has the financial capacity to provide the services.
2. Copies of the last two (2) year-end financial statements or best available equivalent report.
3. An analysis of those financial statements/reports.

C.3 – Forms, Certifications, and Assurances

The Responder must complete, sign and submit the following attachments with the Financial Proposal:

1. Proposal Form (Attachment E). Proposals shall be prepared simply and economically, providing a straightforward and clear description of the Responder’s proposal for meeting the requirements of the procurement. Oral, fax, emailed, or other electronic submissions shall not be accepted. A corporate officer, partner, proprietor or individual authorized to legally bind the Responder shall sign the Proposal and all proposal forms of each Responder.
### TABLE 1

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<th>Modeler</th>
<th>GIS Technician</th>
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Table 1 is intended as a sample only. It does not represent actual hours that will be guaranteed through this RFP process.
SECTION IV – EVALUATION AND SELECTION PROCEDURES

A. Evaluation Criteria

All Proposals submitted in response to this RFP will be evaluated according to the following criteria:

1. Organizational Expertise and Qualifications
   a. Ability to completely perform the activities as described in the RFP Scope of Work on time and within approved budgets.
   b. Capacity, availability and responsiveness of Responder resources and personnel to meet expected project schedules and completion times of the MPO with regard to current commitments of the Responder.
   c. Breadth of Responder technical resources and specialized expertise within the firm.
   d. Relationship of prime and subcontractor(s).
   e. Geographical relationship to the FCMPO region.
   f. Information provided by Client references.

2. Experience of Responder and Responder’s personnel, including subcontractors:
   a. Prior experience of firm and key staff with Transportation Planning and Capital Programming.
   b. Qualification of personnel to be assigned to this contract including relevant education, experience and training. Assurance of professional licenses, certifications, and registrations required under this RFP.
   c. Previous experience on other FCMPO contracts.

3. General Quality and adequacy of response to the Scope of Services
   a. Responders must demonstrate a complete understanding of and approach to the work to be performed. This should include examples of previous work performed by the firm as it relates to each of the six (6) specified tasks.
   b. Quality and completeness of the proposal document submitted.
   c. Ability to meet the procurements goal and objectives.
   d. Adherence to proposal instructions.

B. Selection Process

An Evaluation Committee will be set up by the FCMPO to review all responses. Evaluation of the responses shall follow the process outlined below. In order to be considered, proposals must be received no later than 3:00 p.m. (Eastern Daylight Savings Time) on April 17, 2020, and shall be submitted to the Director at the address listed in Section I, B.2.

1. The Evaluation Committee will first open and review each Responder’s Qualifications & Experience. Documentation for the Q & E shall meet the minimum standards outlined in Section III(A) and shall be evaluated based upon the criteria set forth in Section IV.A. If it is determined
by the Evaluation Committee that a proposal has not met the standards and criteria listed in this RFP the Responder shall be disqualified from further consideration.

If the Responder meets the criteria for Qualifications and Experience then the Evaluation Committee will open and review each Responder’s Technical Proposal. Documentation for the Technical Proposal shall meet the minimum standards established in Section III.B. The criteria for evaluation will be based upon Section IV.A. At the sole discretion of the Evaluation Committee, Responders may be required to make one (1) or more oral presentations in order to clarify their proposals and to respond to the questions of the Evaluation Committee. Only those Responders whose proposals have been judged to be reasonably susceptible of being selected for award, or potentially so, will be invited to make oral presentations. If required, these oral presentations will be scheduled at the convenience of the MPO after the initial review and as part of the overall evaluation of the proposals. Representations made during an oral presentation must be reduced to writing and shall become part of the Responder’s proposal and are binding if the contract is awarded.

2. If it is determined by the Evaluation Committee that a proposal has not met the standards and criteria listed in this RFP the Responder shall be disqualified from further consideration.

3. If the Responder meets the criteria for the Technical Proposal then the Evaluation Committee will open and review each Responder’s Price Proposal. The Evaluation Committee will then designate a responsive responsible Responder with the lowest price proposal. However, the MPO reserves the right to select a different Responder if they have presented a justifiably significant advantage to the MPO.

4. The successful Responder will be required to enter a contract agreement with the MPO (Attachment C).
SECTION V - ATTACHMENTS

(A) DEBARRMENT AND SUSPENSION FORM
(B) AFFIDAVIT
(C) CONTRACT AGREEMENT
(D) STAFF MATRIX
(E) PROPOSAL FORM
ATTACHMENT A

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

Background and Applicability:


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

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

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

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the Bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the MPO. If it is later determined that the Bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the MPO, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Bidder agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

The Bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
Company Name

_______________________________________________
Signature of Contractor’s Authorized Official

______________________________________________
Printed Name of Contractor’s Authorized Official

_______________________________________________
Printed Title of Contractor’s Authorized Official

_______________________________
Date
ATTACHMENT B

FRANKLIN COUNTY METROPOLITAN PLANNING ORGANIZATION

AFFIDAVIT

(Must be completed, signed, and submitted with the bid.)

Contractor

________________________________________

Address

________________________________________

Telephone

I, ____________________________, the undersigned, ____________________________ of the above named (Print Signer's Name) (Print Office Held)

Contractor does declare and affirm this __________ day of __________, ___________, that I hold the aforementioned office in the above named Contractor and I affirm the following:

AFFIDAVIT I

The Contractor, his Agent, servants and/or employees, have not in any way colluded with anyone for and on behalf of the Contractor or themselves, to obtain information that would give the Contractor an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of the contract herein.

AFFIDAVIT II

No officer or employee of the MPO, whether elected or appointed, has in any manner whatsoever, any interest in or has received prior hereto or will receive subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this contract, job, work or service for the MPO, and that no officer or employee has accepted or received or will receive in the future a service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or employee of the MPO received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the MPO in connection with this contract, job, work, or service for the MPO, excepting, however, the receipt of dividends on corporation stock.

AFFIDAVIT III

Neither I, nor the Contractor, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining contracts with the MPO have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

AFFIDAVIT IV

Neither I, nor the Contractor, nor any of our agents, partners, or employees who are directly involved in obtaining contracts with the MPO have been convicted within the past twelve (12) months of discrimination against any employee or applicant for employment, nor have we engaged in unlawful employment practices as set forth in Section 5 of the Pennsylvania Human Relations Act of 1995 or, of Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing affidavits are true and correct to the best of my knowledge, information and belief.

________________________________________

DATE

________________________________________

SIGNATURE

________________________________________

COMPANY NAME PRINTED

________________________________________

PRINTED NAME

________________________________________

TITLE

FCMPO RFP for On-Call Consultant Services 22
ATTACHMENT C

AGREEMENT

BY AND BETWEEN

THE FRANKLIN COUNTY BOARD OF COMMISSIONERS

AND

I. PARTIES

This Agreement is made and entered into by and between the Franklin County Board of Commissioners (hereinafter referred to as Commissioners), and the firm of hereinafter referred to as the "Consultant".

A. According to Uniform Guidance, ________________________ is determined to be a contractor.

II. WORK EFFORT

A. The Consultant hereby agrees to undertake the work efforts, generally and specifically defined within the Franklin County Metropolitan Planning Organization (hereinafter referred to as FCMPO or MPO) Request for Proposal (RFP) dated __________, and all addenda, and the Consultant's Proposal dated ________________ , the contents of said RFP and Proposal are incorporated herein by reference, and to adhere to, comply with and respond to all performance requirements, conditions, restrictions and provisions stated therein.

B. The Consultant agrees to comply with all applicable Federal, State and local laws in the conduct of the work hereunder.

III. SCHEDULE

The Consultant may commence work within seven (7) days upon receipt of written Notice to Proceed from the MPO, such notice being contingent upon the execution of this Agreement by the MPO and the Consultant. The work shall be completed in an expeditious manner and in such sequence as agreed upon between the Consultant and the MPO and as set forth in the accepted Project schedule as contained in the RFP.
Failure to maintain the scheduled level of effort as proposed and prescribed and/or deviation from the aforesaid schedule without prior approval of the MPO shall constitute authority for issuance of a Termination Notice in accordance with Section IV of this Agreement, except wherein circumstances beyond the control of the Consultant and so concurred in writing by the MPO shall warrant alteration, adjustment or deviation from the schedule.

IV. TERMINATION

The Commissioners may upon written notice to the Consultant terminate the performance or work under this Agreement, in whole or part, in accordance with the following criteria:

(A.1) Except as provided in A.2 below, if the Consultant shall default in performance of this Agreement in accordance with its terms and fails to cure the default within a period of ten (10) days after receipt from the MPO of a notice specifying the default the Commissioners may terminate the agreement.

(A.2) If the Consultant fails to provide an approved replacement as required by the RFP within five (5) working days of the departure of the individual being replaced, the Commissioners shall have the right to terminate the agreement, immediately, without notice or opportunity to cure.

(B) If the Commissioners shall determine that termination is in the best interest of the MPO, the Commissioners may terminate the agreement. Any termination shall be effected by delivery to the Consultant of a Notice of Termination specifying the basis for the termination, the extent to which performance of work is terminated and the effective date of such termination.

If after termination of this Agreement or any part thereof for default under "A.1" or "A.2" above it is determined that the Consultant was not in default pursuant to "A.1" or "A.2", or that the Consultant's failure to perform satisfactorily is due to causes beyond the control and without fault or negligence on the part of the Consultant, the Notice of Termination shall be deemed to have been issued under "B" above, and the rights and obligations of the parties involved shall be governed and resolved accordingly.

Upon receipt of a Notice of Termination and except as otherwise directed by the Commissioners, the Consultant shall stop work under the Agreement on the date and to the extent specified in the Notice of Termination; shall take all necessary or appropriate steps to limit disbursements and minimize costs; and will furnish a report, as of the date or receipt of notice of suspension or termination, of the status of all activities conducted under the terms of this Agreement, including the work effort, funds, results accomplished, conclusions resulting therefrom and such other matters as the Commissioners may require.

Notwithstanding the above, the Consultant shall not be relieved of liability to the MPO for damages sustained by the MPO by virtue of any breach of this Agreement by the Consultant and the Commissioners may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due to the Commissioners from the Consultant is determined.
V. **AUDIT**

(A) The Consultant shall maintain books, records, documents and other evidence directly pertinent to the performance under this Agreement and any Federal, State or local rule or regulation, in accordance with accepted professional practice, appropriate accounting procedures and practices. FCMPO or any of its duly authorized representatives shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.

(B) Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the American Institute of Certified Public Accountants. The Consultant agrees to the disclosure of all information and reports resulting from access to records pursuant to paragraph (A) above. Where the audit concerns the Consultant, the auditing agency will afford the Consultant an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the pertinent written comments, if any, of the audited parties.

(C) Records under paragraph (A) above shall be maintained and made available during performance under this Agreement and until three (3) years from the date of final completion of the project. In addition, those records which relate to any dispute or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken shall be maintained and made available until three (3) years after the date of resolution of such dispute, litigation, claim or exception.

VI. **DEFECTIVE WORK**

The performance of services or MPO acceptance of required reports shall not relieve the Consultant from the obligation to correct any defective work, whether previously or subsequently noted, and all incomplete, inaccurate or defective work shall be remedied by the Consultant on demand and at no cost to the Commissioners. Defective work may be defined but not limited to such matters as erroneous tabulations, incomplete surveys, maps, or reports and incorrectly assembled reports, publications, etc. which is caused by error or omission for a period of twelve (12) months after the final report delivery by the Consultant.

With regard to any construction resulting from services as between the parties to this Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the relevant Date of Substantial Completion of the Work, and as to any acts or failures to act occurring after the relevant Date of Substantial Completion, not later than the date of issuance of the final Certificate for Payment.

VII. **CHANGES**

The MPO may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of
the compensation to the Consultant, shall be incorporated in written change order to the purchase order to this agreement and payment or adjustment effected as set forth in Section XIV of this agreement.

VIII. WAIVERS

The failure of the parties to enforce, at any time, the provisions of this Agreement or to exercise any option which may be provided herein shall in no way be construed to be a waiver of such provisions nor in any way to affect the validity of this Agreement or any part thereof or the right of the parties to enforce thereafter each and every provision.

IX. MPO FURNISHED DATA

All information, data, reports, records, and maps as are existing and identified by the Consultant, available to the MPO without significant cost, and necessary for the carrying out of the work, shall be furnished to the Consultant without charge by the MPO and the MPO shall cooperate with the Consultant in every way possible in the carrying out of the planning work, providing, however, that the needs of the Consultant for such support are made known to the MPO. Any County-owned data needed by the Consultant shall follow the Franklin County Data Sharing Agreement process.

The MPO will not provide clerical assistance to the Consultant for this project and MPO personnel will not be asked to undertake surveys, analysis, tabulations, summaries, etc., of Consultant-produced data or documentation. However, MPO employees are free to participate in consultant-conducted surveys as questionnaire recipients or survey groups for the purpose of providing information and opinions.

X. DATA RELEASE

The type and quantity of data to be provided by the Consultant as the product of this effort is defined in the incorporated Proposal and/or SCOPE OF EFFORT, and the MPO reserves the right to use, duplicate and disclose this data, in whole or in part, in any manner for any purpose whatsoever and to authorize others to similarly do so. The Consultant shall not release the results of this study or any reports or other material pertaining to it without the express written consent of the MPO except to comply with appropriate State and Federal requirements; and in such instances shall consult with the MPO prior to so doing. Further, materials approved for release by the Consultant cannot be distributed for profit.

The Consultant may publish information pertaining only to its service under this Agreement, but shall not release copies of its documentation or final report to any other parties without the prior written approval of the MPO.

XI. REPORTS

Reports are to be provided as specified in the RFP.

XII. MEETINGS
When requested by the MPO Director, selected Consultant personnel shall attend meetings, conferences and presentations with MPO staff, public agencies, private organizations and others concerned with this project.

XIII. PAYMENT

The Consultant hereby agrees to undertake the project on a task order basis and will be paid as outlined in the RFP. Task order cost will be developed on the basis of the firm, fixed unit labor rates quoted in their proposal and the actual hours expended on a given task by individuals in the various labor categories.

Contractor acknowledges that payments for Services under this Agreement are federal funds and as such: Contractor shall be bound by the requirements for Contractors as outlined in Uniform Guidance. If Contractor is contributing toward the general contract cost, Contractor certifies that the federal funds to be used under this Agreement do not replace or supplant in any way state, local, or private funds used for already existing services.

MPO-directed adjustments in direction or emphasis of the work effort will not be considered as adequate justification for cost renegotiations provided such adjustments do not constitute a change in the general scope of the project.

In the event changes in the general scope of effort are mutually agreed upon by the required parties, the degree of change of scope in terms of man-hours (amount and type) will be negotiated to a satisfactory solution between the required parties and payment or credit for this adjustment will be made part of the agreement by the written change order to the purchase order to this agreement.

XIV. METHOD OF PAYMENT

The Consultant will, at the designated time set forth in the project schedule incorporated into this Agreement, submit on his standard form an invoice for his services rendered. The invoices shall indicate the percentage completion of each of the major tasks, and the total amount due for the billing period. In addition, the Consultant shall submit a monthly report, which shall indicate progress during the billing period of each of the principal tasks, and the status of the various work products, which the Consultant is required to furnish as part of the Agreement.

The Consultant will submit the original and two (2) copies of the invoice directly to the FCMPO, 218 North Second Street, Chambersburg PA 17201. This invoice will be reviewed and verified for work accomplished as set forth in the statement of work and schedule (Sections II and III of this Agreement) and when certified as acceptable, will be forwarded for payment.

In event of dispute or defective work (Section V and VII of this Agreement), the Commissioners reserve the right to withhold payment until such time as the dispute is resolved, the defective work corrected, or settlement is achieved through other means.
XV. PERSONNEL

The Consultant represents that it has or will secure, at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with agencies providing funds for the project.

XVI. EQUAL EMPLOYMENT

By signature hereon the Consultant agrees and affirms that he accepts and will conform to the Affirmative Action Program that states that:

“FCMPO expects that the Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or age. The Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, national origin, sex or age.”

In addition, the Consultant further certifies that he now complies and will continue to comply with all Federal, State and local laws and regulations pertaining to equal opportunity and equal employment practices.

XVII. CONFLICT OF INTEREST

(A) No officer or employee of the MPO and no member of its governing body, and no other public official of the governing body of the locality or localities in which the work is situated or being carried out, or of other local public agencies, who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of this work, during his tenure or one (1) year thereafter shall have any personal interest, direct or indirect, apart from his official duties, in this Agreement or the proceeds thereof.

(B) The Consultant covenants that it has presently no interest and shall not acquire any interest, direct or indirect, which would 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 such interest shall be employed.

XVIII. EXECUTION OF AGREEMENT

This Agreement may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. This Agreement shall be construed to bind the parties hereto in accordance with the Constitution and laws of the Commonwealth of Pennsylvania.

XIX. FCMPO SAVED HARMLESS/INSURANCE REQUIRED

(A) Professional Liability

The Consultant shall defend, indemnify and hold harmless the MPO and Franklin County, its employees, agents, and assigns from all claims, suits, judgments, expenses,
actions, damages and costs of every name and description arising out of or resulting from the negligent performance of the professional services of the Consultant, his servants, or agents under this Agreement.

Monies to become due the Consultant under the agreement as may be considered necessary by the MPO shall be retained by the MPO until such suits or claims for damages shall have been settled or until the Consultant furnishes to the MPO satisfactory evidence of insurance coverage with respect to such suits or claims.

(B) General Liability

The Consultant shall defend, indemnify and save harmless the MPO and Franklin County, its employees, agents, and assigns from all claims, suits, judgments, expenses, actions, damages and costs of every name and description to which the MPO may be subject or put by reason of injury to persons (bodily injury, including death, or any personal injury) or property damage as a result of its work, caused or alleged to be caused by negligence or fault on the part of the Consultant, its servants, or agents, (other than arising out of Consultant's professional engineering services).

Monies to become due to the Consultant under the agreement as may be considered necessary by the MPO shall be retained by the MPO until such suits or claims for damages shall have been settled or until the Consultant furnishes to the MPO satisfactory evidence of insurance coverage with respect to such suits or claims.

(C) The Consultant will not hold the MPO liable for any injuries to the employees, servants, agents, subcontractors or assignees of the Consultant arising out of or during the course of services relating to this Agreement.

(D) The Consultant will provide to the MPO evidence of insurance coverage satisfactory to the MPO, including but not limited to, coverage for the liabilities arising out of those matters mentioned in (A) in the amount of $1,000,000 and as to (B) and (C) in the amount of $1,000,000.

XX. COVENANT AGAINST CONTINGENT FEES

The Consultant warrants that he has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Agreement. For breach or violation of this warranty the Commissioners shall have the right to terminate this Agreement without liability, or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

XXI. SUBCONTRACTING OR ASSIGNMENT

The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors, provided any such successor to the Consultant, whether such
successor be an individual, a partnership or a corporation, is acceptable to the Commissioners, and neither this Agreement nor the services to be performed thereunder shall be subcontracted, or assigned or otherwise disposed of, either in whole or in part, except with the prior written consent of the Commissioners.

XXII. DELAYS AND EXTENSIONS OF TIME

The Consultant agrees to prosecute the work continuously and diligently and he shall make no charges or claims for damages for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as FCMPO may decide. Time extensions will be granted only for excusable delays such as delays beyond the control and without the fault or negligence of the Consultant.

XXIII. CHANGES, ALTERATIONS OR MODIFICATIONS IN THE SERVICES

The MPO shall have the right, at its discretion, to change, alter or modify the services provided for in this Agreement and such changes, alterations or modifications may be made even though it will result in an increase or decrease in the services of the Consultant or in the agreement cost thereof. Such changes, alteration or modification to the services provided for in this agreement will be made by written change orders to the purchase order of this agreement.

Any such change, alteration or modification which either separately or in combination results in a change in the scope of services or an increase in the amount payable to the Consultant will be processed by a written change order requisition and is effective only when the change order to the purchase order is issued.

XXIV. AVAILABILITY OF DATA

Data shall be made available to the other party upon the agreement and completion of the Franklin County Data Sharing Agreement for all data deemed necessary to the performance of the services required under this Agreement.

XXV. OWNERSHIP OF DOCUMENTS

The Consultant agrees that all data including but not limited to reports, drawings, studies, specifications, estimates, maps, photographs and computations prepared by or for him under the terms of this Agreement shall at any time during the performance of the services be made available to FCMPO upon request by FCMPO and shall become and remain the property of FCMPO upon termination or completion of the services. FCMPO shall have the right to use the same without restriction or limitation, including distribution to the Franklin County GIS Department and without compensation to the Consultant other than that provided in the Agreement.
XXVI. DISSEMINATION OF INFORMATION

During the term of this Agreement, the Consultant shall not release any information related to the services or performance of the services under this Agreement nor publish any final reports or documents without the prior written approval of FCMPO.

XXVII. SANCTIONS UPON IMPROPER ACTS

If the Consultant, or any of its officers, partners, principals, or agents, or if an employee of the Consultant acting with its acquiescence, is convicted of a crime arising out of or in connection with the procurement of this Agreement or the services or any payment under it, the Agreement may be terminated as provided in Section IV. In the event of a conviction occurring after the expiration or termination of this Agreement, the Consultant shall be liable for the refund of all fee or profit paid under the Agreement. The rights and remedies set forth herein shall be in addition to, and the exercise thereof shall in no way be considered or construed as a waiver of, any other rights or remedies granted or available to FCMPO.

XXVIII. RESPONSIBILITY OF CONSULTANT

A. The Consultant shall perform the services with that standard of care, skill, and diligence normally provided by a Consultant Engineer in the performance of services similar to the services hereunder.

B. Notwithstanding any review, approval, acceptance or payment for the services by FCMPO, the Consultant shall be responsible for professional and technical accuracy of its work, design, drawings, specifications and other materials furnished by the Consultant under this Agreement.

C. If the Consultant fails to perform the services, or any part of the services, in conformance with the standard set forth in Paragraph A above, and such failure is made known to the Consultant within two years after expiration of this Agreement, it shall, if required by FCMPO perform at its own expense and without additional cost to FCMPO, those services necessary for the correction of any deficiencies or damage resulting, in whole or in part, from the Consultant's failure. This obligation is in addition to and not in substitution for other remedies available to FCMPO under Section IV.

D. The Consultant shall be required to furnish, upon request by FCMPO, proof of financial capacity to provide the services and that the Consultant is financially able, through the Consultant’s own resources or through a qualified surety, to protect FCMPO from errors and omissions that might arise from the direct performance of the services or the performance of the services by third parties relying on the completed design or work product.
XXVIV. CHOICE OF LAW

A. This Agreement was made and entered into in Pennsylvania, and is to be construed under the laws of Pennsylvania. As to the Consultant this Agreement is intended to be a contract under seal and a specialty.

B. The laws of Pennsylvania and FCMPO shall govern the resolution of any issue arising in connection with this Agreement, including, but not limited to, all questions concerning the validity of this Agreement, the capacity of the parties to enter therein, any modification or amendment thereto and the rights and obligations of the parties hereunder.

C. All disputes shall be brought in the Court of Common Pleas of the 39th Judicial District, Franklin County Branch.

XXX. COMPLIANCE WITH LAWS

The Consultant hereby represents and warrants:

A. That it is qualified to do business in the State of Pennsylvania and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

B. That it is not in arrears with respect to the payment of any monies due and owing FCMPO, or any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Agreement;

C. That it shall comply with all Federal, State and local laws, ordinances and legally enforceable rules and regulations applicable to its activities and obligations under this Agreement;

D. That it shall procure, at its expense, all licenses, permits, insurance and governmental approval, if any, necessary to the performance of its obligations under this Agreement;

E. That the facts and matters set forth hereafter in the Affidavit and Signature Page which is attached to this Agreement and made a part hereof are true and correct.

In addition to any other remedy available to FCMPO, breach of any of the Paragraphs A through E of this Section shall, at the election of FCMPO, be grounds for termination as provided for in Section IV, provided, however, that failure of FCMPO to terminate this Agreement shall not be considered or construed as a waiver of such breach nor as a waiver of any rights or remedies granted or available to FCMPO.
IN WITNESS WHEREOF, The parties have caused this Agreement to be executed on ________________, 2020 by affixing hereon their respective seals and signatures of the proper officers.

APPROVED AND AGREED TO:

WITNESS: [FIRM NAME]

____________________________________
Name: __________________________________
Title: __________________________________

WITNESS: COUNTY OF FRANKLIN, PENNSYLVANIA

____________________________________
Name: __________________________________
Title: __________________________________
### STAFF MATRIX

<table>
<thead>
<tr>
<th>POSITION CLASSIFICATION</th>
<th>ASSIGNED STAFF</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td></td>
</tr>
<tr>
<td>Transportation Planner</td>
<td></td>
</tr>
<tr>
<td>Modeler</td>
<td></td>
</tr>
<tr>
<td>GIS Technician</td>
<td></td>
</tr>
<tr>
<td>Administrative</td>
<td></td>
</tr>
</tbody>
</table>

**DATE**

**SIGNATURE**

**COMPANY NAME PRINTED**

**PRINTED NAME**

**TITLE**

---

*FCMPO RFP for On-Call Consultant Services*
ATTACHMENT E

FRANKLIN COUNTY
METROPOLITAN PLANNING ORGANIZATION

CONSULTANT SERVICES
REQUIREMENTS CONTRACT

PROPOSAL FORM

The Firm of: ____________________________________________________________

_____________________________________________________________________

_____________________________________________________________________

Hereby agrees to provide the requested services as defined in the proposal, attachments thereto, and Addenda No. _____, Dated _______; No. _____, Dated _______; No. _____, Dated _______ for the following amounts. Amounts shall be shown in both words and figures. The written amount shall govern.

A. Project Manager - Hourly Rate

Standard Rate: _______________________________ Dollars ($___________)

(Written) (Figures)

B. Transportation Planner - Hourly Rate:

Standard Rate: _______________________________ Dollars ($___________)

(Written) (Figures)

C. Modeler - Hourly Rate:

Standard Rate: _______________________________ Dollars ($___________)

(Written) (Figures)

D. GIS Technician - Hourly Rate:

Standard Rate: _______________________________ Dollars ($___________)

(Written) (Figures)

E. Administrative - Hourly Rate:
Standard Rate: __________________________________ DOLLARS ($___________)
(Written) (Figures)

FIRM NAME: ________________________________________________________________

ADDRESS: ____________________________________________________________________

SIGNATURE OF OFFICER OF FIRM: ____________________________________________

PRINTED NAME AND TITLE: ________________________________________________

TELEPHONE NO.: ___________________ FAX NO.: _______________________

E-MAIL ADDRESS: __________________________________________________________

REMARKS/EXCEPTIONS: ______________________________________________________

__________________________________________________________________________

DATE: _______________________________