

## TABLE OF CONTENTS

<b>SECTION I</b>	<b>GENERAL INFORMATION</b> (A) PURPOSE (B) BACKGROUND AND UNDERSTANDING (C) ADMINISTRATIVE/CONTRACTUAL INFORMATION
<b>SECTION II</b>	<b>SCOPE OF WORK</b> (A) MAJOR TASKS 1 THROUGH 6 (B) SCOPE OF WORK (C) QUALIFICATIONS (D) ADDITIONAL REQUIREMENTS
<b>SECTION III</b>	<b>RESPONSES TO THE RFP</b> (A) QUALIFICATION & EXPERIENCE FORMAT (B) TECHNICAL PROPOSAL FORMAT (C) FINANCIAL PROPOSAL FORMAT
<b>SECTION IV</b>	<b>EVALUATION AND SELECTION PROCEDURES</b> (A) EVALUATION CRITERIA (B) SELECTION PROCESS
<b>SECTION V</b>	<b>CONTRACT PROVISIONS AND INSURANCE REQUIREMENT</b> (A) CONTRACT PROVISIONS (B) INSURANCE REQUIREMENTS
<b>SECTION VI</b>	<b>GENERAL LEGAL INFORMATION</b>
<b>SECTION VII</b>	<b>ATTACHMENTS</b> (A) DEBARMENT AND SUSPENSION FORM (B) AFFIDAVIT (C) CONTRACT AGREEMENT (D) PROPOSAL FORM (E) USDOT STANDARD TITLE VI ASSURANCE APPENDICES A&E (F) DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS (G) SUPPLEMENTAL FORM: STAFF MATRIX

## SECTION I – INTRODUCTION & INSTRUCTIONS

### A. Purpose

1. The purpose of this procurement is to make available to the Franklin County Metropolitan Planning Organization (FCMPO or MPO) 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. It is the intention of Franklin County to retain not less than two firms. However, the County reserves the right to retain more, less, or no firms, as is determined to be in its best interest.

### B. 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 PM2.5 (ambient fine particulate matter) 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, but is not limited to:
  - 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.

**C. Definitions**

FCMPO - Franklin County Metropolitan Planning Organization

MPO - Franklin County Metropolitan Planning Organization

PM2.5 – Particulate Matter 2.5, also known as ambient fine particulate matter

**D. Anticipated Schedule of Activities**

The RFP schedule set out herein represents Franklin County’s best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule may be shifted accordingly. All times are in Franklin County, Pennsylvania time.

<u>ITEM</u>	<u>DATE</u>
RFP Issue Date	March 24, 2025
Optional Pre-Proposal Conference – Virtual (1:00 p.m. EST)	April 2, 2025
Deadline for receipt of questions (4:00 p.m. EST)	April 9, 2025
Written Response to Questions	April 16, 2025
Closing Date for Receipt of Proposals (3:00 p.m. EST)	May 8, 2025
Anticipated Recommendation for Award	June 4, 2025
Anticipated Award Date	June 18, 2025
Anticipated Start Date	July 1, 2025

**E. Required Review**

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material should be

made in writing and received by the procurement office at least ten days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective proposal and exposure of offeror's proposals upon which award could not be made.

**F. Amendments to Proposals**

Amendments to or withdrawals of proposals will only be allowed if an acceptable request is received prior to the deadline that is set for the receipt of proposals. No amendments or withdrawals will be accepted after the deadline.

**G. Amendments to the RFP**

If an amendment is issued, it will be posted on the Franklin County website. It shall be the responsibility of any interested parties to monitor the website for any potential amendments and ensure that proposals are prepared and submitted in accordance with any such amendments.

**H. 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.

**I. Question & Answer Period**

Questions and Inquires shall be submitted in writing to [procurement@franklincountypa.gov](mailto:procurement@franklincountypa.gov). Questions may be submitted by mail or, preferably, by e-mail. As reasonably as possible and appropriate, written responses will be prepared and distributed to all that have received or requested the RFP packet and posted at <https://www.franklincountypa.gov/current-solicitation-opportunities/>. Questions may be submitted until April 9, 2025 at 4:00 P.M.

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

**J. Pre-Proposal Conference**

An optional Pre-Proposal Conference will be held **virtually** at 1:00 P.M. (EST/local time), on Wednesday April 2, 2025, conducted from the Franklin County Administrative Building. While attendance in this conference is not mandatory for those wishing to submit proposals, it is strongly encouraged. In order to receive an invitation to this virtual meeting, please send a request to [procurement@franklincountypa.gov](mailto:procurement@franklincountypa.gov) by Tuesday April 1, 2025 at 4:00 P.M.

**K. Return Instruction**

Proposals must be submitted to the Procurement Office in the format of a USB Flash Drive and mailed to the following address:

Franklin County, Pennsylvania  
Procurement Department: RFP#2025171-01  
272 North Second Street  
Chambersburg, PA 17201

Submission of proposals as a PDF via email to [procurement@franklincountypa.gov](mailto:procurement@franklincountypa.gov) may be accepted, but USB submissions are encouraged to account for variability in file size. Submission of a hard copy is not required. The financial proposal must be saved in a separate PDF from the main proposal and clearly named in a format such as Vendor A - Financial Proposal. Any confidential information submitted by the vendor must be submitted in a separate PDF Document from the main proposal and labeled similarly to as described above including the word Confidential in the file name.

**L. Nondiscrimination Clauses**

1. The Franklin County Metropolitan Planning Organization (FCMPO) assures that no person shall, on the grounds of race, color or national origin, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the PA Human Relations Act, and the Pennsylvania Department of Transportation (PennDOT) Title VI Program, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The FCMPO further assures every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs and activities are federally funded or not. The Civil Rights Restoration Act of 1987 broadened the scope of Title VI coverage by expanding the definition of the terms “programs or activities” to include all programs or activities of Federal Aid recipients, sub-recipients, and contractors/consultants, regardless of whether such programs and activities are themselves federally assisted (P.L. 100.259 [S.557] March 22, 1988). In the event the FCMPO as the recipient distributes federal aid funds to a sub-recipient, the FCMPO will include Title VI language in all written agreements and will monitor for compliance.

The Franklin County Planning Department is responsible for initiating and monitoring Title VI activities, preparing reports, and other responsibilities as required by 49 CFR 21.

The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair 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

2. Franklin County Metropolitan Planning Organization in partnership with PennDOT complies with the Americans with Disabilities Act of 1990 (ADA). The ADA grants civil rights protections to those with disabilities and guarantees equal opportunities to such individuals regarding employment, transportation, public accommodation, state and local government services, and telecommunications. In accordance with section 29 U.S.C 794, electronic and information technology is made to be accessible to those with disabilities, including employees and members of the public. Anyone who requires an auxiliary aid or service for effective

communication, a modification of policies or procedures to participate in a program, service, or activity of FCMPO, or who wishes to file a complaint on the basis of ADA discrepancies should contact Alexis Pennings at (717) 261-3819, riskmgt@franklincountypa.gov, or Bureau of Equal Opportunity at (800) 467-4201 as soon as possible but no later than 7 days before the scheduled event.

This non-discrimination program does not require PennDOT to take any action that would fundamentally alter the nature of its programs or services or impose an undue financial or administrative burden.

3. Attachment E is incorporated herein by reference.

## SECTION II – SCOPE OF WORK

### A. Overview/Task Orders

4. 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. Task Orders may also referred to as a Project.
5. FCMPO will issue a proposal request for each Task Order, defining requested services. Offeror will be expected to meet with FCMPO representatives to discuss new work orders being issued under their contract and then submit a fee proposal and schedule. **The yearly fee for work tasks completed under this contract shall not exceed \$200,000.00.**
6. FCMPO will prepare the task order(s) in writing and forward to all selected contractors. 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). Contractors who do not submit a quote upon such request may not be eligible for future task orders at the discretion of Franklin County. Rates other than those proposed and contractually agreed upon will not be accepted.
7. Task orders awarded under the contract will be based on a consideration of the items submitted in Section II.A.2., as well as the work experience and qualifications submitted as part of this RFP.
8. 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.

### B. Major Work Tasks

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 has updated the Region's LRTP on 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 making way for the next scheduled update to the LRTP in May 1, 2028.

### **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, 2028. 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 focus topic in the 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. The MPO also has a vested interest in establishing a freight development plan to better assist with focus on this and similar future Acts.



### **C. Scope of Work**

Types of work involved may include, but will not be limited to:

1. Public outreach and supporting of staff at public meetings and providing administrative support to FCMPO
2. Safety and security planning
3. Community impact assessment
4. Development of project traffic, traffic modeling, operations analysis studies, and data collection services
5. Congestion management analysis
6. Access management studies
7. Preliminary right-of-way analysis
8. Engineering data collection and analysis
9. Production of accompanying maps and graphics
10. Modeling land use scenarios
11. Development of feasibility analysis for proposed projects
12. Route evaluations and level of service analysis
13. Conducting systems, accommodation, and prioritization, and improvement studies
14. Providing accompanying SOWs for assigned studies
15. Review of plans, project development, and environmental studies
16. Development of project cost estimates and analysis of performance measures
17. Conducting bicycle and pedestrian action plans and planning/conceptual design of bike/pedestrian and intersection improvements
18. Complete streets planning and development of active transportation plans
19. Resiliency planning
20. Electric vehicle, alternative fuels and rideshare infrastructure planning

### **D. 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 for each task order/project.

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:

- Minimum of seven (7) years of experience in related area.
- Minimum of two (2) years of project management experience in related area.
- Professional Engineer, AICP Certified Planner or Project Manager Professional, dependent upon the project assignment.

Transportation Planner – 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:

- Minimum of four (4) years of engineering experience, similar in nature to the work required by the assignment.
- Significant knowledge and experience with all applicable reference material and design software.
- Professional Engineer/EIT, AICP Certified Planner, or demonstration of appropriate skill set based upon experience.

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:

- Minimum three (3) years of experience similar in nature to the work to be performed.
- Knowledge of and experience with all applicable reference material and design software.
- Engineer in Training (EIT) registration, AICP Certified Planner, or demonstration of appropriate skill set based upon experience.

GIS Technician – This individual is primarily responsible for producing the finished drawings/Maps and performing appropriate analysis and data management. Qualifications shall include:

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

Administrative – Typical responsibilities may include typing reports and providing copying and duplication services. There are no specific qualifications for this staff.

Additional Classifications – Should the Consultant find that additional employee classifications might be necessary, such information should be specifically addressed in the listed rates for the RFP. Optional classes may include:

- a. Civil Engineer – Typical areas of responsibility may include adding input on and assessment of infrastructural viability of roadway and bridge projects.
- b. Traffic Engineer – Typical responsibilities may include the review and analysis of the traffic component of development proposals and interpretation of related traffic data obtained from studies.
- c. Public Engagement Specialist – This individual is primarily responsible for building rapport between professional exchanges, public-private partnerships, and the public at large.
- d. Web Developer (Or Sub-Consulting Firm) – Typical responsibilities may include

professional advisement on the creation, design, and development of related web software.

- e. Language/Translation Services – This individual is primarily responsible for translating documentation
- f. Intern – Student pursuing Bachelor’s or Graduate degree studies that fulfill any other unspecified qualifying services. There are no specific qualifications for this staff.

**E. Additional Requirements**

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

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.

**SECTION III – RESPONSES TO THE RFP**

The County discourages overly lengthy and costly proposals. In order for the County to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested. All pages in the proposal shall be sequentially numbered.

If your firm has prior experience working with the County DO NOT assume this prior work is known to the evaluation committee. All firms are evaluated solely on the information contained in their proposal, information obtained from references, interviews or presentations if requested. All submittals must be prepared as if the evaluation committee has no knowledge of the firm, their qualifications or past projects.

Any submission that does not follow this format or does not require all the information requested, may be deemed unresponsive by the County and not evaluated.

1. Introduction/Transmittal Letter (Limit 1 Page)

A transmittal letter must accompany the RFP submission. The purposes of this letter are to transmit the proposal, acknowledge the receipt of any addenda and to allow the firm an opportunity to indicate their ability to provide the services requested. The letter must contain the following information for the primary firm and any sub-consultants or partner firms:

- Primary Point-of-Contact Name

- Primary Project Lead Name (if different from above)
- Primary Contact Address
- Primary Contact Phone and Email
- Authorized signature confirming the proposal will remain open and valid for at least 120 days from the date set as the deadline for the receipt of proposals.

**A. Qualifications & Experience**

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

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

2. References (Limit 2 Pages)

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.

3. Subcontractor(s) Role (Limit 1 Page)

An explanation of the role any subcontractor(s) may perform and a brief description of the subcontractor’s relevant experience and capabilities should be included.

4. Understanding of the Scope of Services, and Responder’s Corporate Experience (limit 5 pages)

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.

5. Experience—Key Personnel (Limit 10 Pages)

- List all key personnel (principal, project manager, and senior planner) from the Responders organization that are proposed to work under this contract 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. FCMPO reserves the right to request more relative information as the entity deems necessary.

- List 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 including information 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 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.

## 6. Financial Qualifications (No Limit)

Offeror shall provide a complete copy of its most recent financial statement, with an explanation of whether it is a certified statement or a compilation, including but not limited to the following items:

- Current assets (cash, joint venture accounts, accounts receivable, notes receivable, accrued interest on notes, deposits, materials, and prepaid expenses), net fixed assets, and other assets;
- Current liabilities (accounts payable, notes payable, accrued interest on notes, provision for income taxes, advances received from owners, accrued salaries, and accrued payroll taxes), other liabilities, and capital (capital stock, authorized and outstanding shares, par values, and earned surplus);
- Date of preparation and name and address of preparer;
- Identification and relationship to Offeror of the organization whose financial statement is provided, if such organization is not the identical organization identified as Offeror; and
- A statement as to whether the organization whose statement is provided will serve as Offeror's guarantor under any contract for construction for the Project.

Financial information identified as such and provided in a separate digital file labeled Vendor A – Financial information – Confidential and in the case of paper copies enclosed in a separate, sealed envelope will be treated as confidential.

If Offeror is a limited liability company with a corporate parent or other subsidiary and if Offeror intends to rely on the financial resources of the parent or other subsidiary, Offeror must submit financial information for that entity as well.

Failure to provide the financial information as required above may be treated as nonresponsive and may disqualify Offeror.

## **B. Technical Proposal Instructions**

### 1. Technical Proposal Tasks (Limit 20 Pages)

All technical responses should describe the Responder's experience relevant to each task and should describe how the Responder would tailor its relevant experience to it.

***For all tasks, any work previously performed within the MPO region should be highlighted.***

#### 1.1 Task 1 - Air Quality Conformity – Analysis & Compliance

Interest for assessment of this task 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. Furthermore, an outline of the Responder's experience with pertinent analysis tools such as AQONE and other related greenhouse gas (GHG) measures should be listed here.

#### 1.2 Task 2 - Travel Demand Modeling

Interest will be focusing on the range and quality of the Responder's experience with 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.

#### 1.3 Task 3 - Long Range Transportation Plan Update Development

Focus for this task will center on 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. How the Responder gathers, organizes and utilizes pertinent data to display a technical understanding that can be carried over and interpreted efficiently by members of the public should be addressed here. 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.

#### 1.4 Task 4 - Transit & Coordinated Human Services Planning

Qualities of particular interest for this portion 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.

## 1.5 Task 5 - Special Studies

Examples which would be considered special studies and be assigned by the MPO as the need arises would be traffic analysis of problem intersections or roadway segments, bicycle/pedestrian plans, feasibility, accommodation, prioritization, and corridor studies, project scope of work improvements, and so on. An outline of the Responder's experience with these and other pertinent studies done on behalf of similar sized MPOs should be presented here.

## 1.6 Task 6 - Freight Movement

Of particular interest when assessing this task would be a demonstration of previously performed multi-modal freight planning activities and freight modeling experience. Experience with conducting studies that analyze and implement innovative freight technologies, such as advanced truck stop electrification systems, and incorporating current and future research for freight behavior, such as behavior/agent based supply chain modeling should be outlined here. Furthermore, experience in conducting and implementing freight development plans for similar sized MPOs will be considered.

## 2. Alternate Approach (Limit 10 Pages)

See Section III.C.4.

## 3. Forms, Certifications, and Assurances (No Limit)

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

- Debarment and Suspension Form (Attachment A)
- Affidavit (Attachment B)
- W-9 on current form posted at irs.gov
- Staff Matrix (Attachment G)

## C. **Financial Proposal Format**

1. The Financial Proposal shall be included in a separate PDF file named Vendor A – Financial Proposal. The Financial Proposal must contain all cost information in the format specified below.
2. Responders must enter an hourly labor rate for each category of labor (See Attachment D) being proposed. Each Responder must quote a firm, fully loaded, fixed unit price that is inclusive of all costs, including all direct and indirect costs.
3. Using the format of **Table 1** below, Responders should propose the number of hours for each employee classification by project. Responders must multiply their offered hourly rates by the proposed hours of each labor category. 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. 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. **Alternative Approaches.** 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.**
  
5. Responders are to provide a table of proposed hourly rates per requested job category for years 1 and 2 and estimates for potential years 3 and 4. Proposed rates for years 1 and 2 must also be formally submitted on Attachment D.

**Table 1**

<b>RFP Sample Hourly Rate Matrix</b>						
<b>Task</b>	<b>Project Manager</b>	<b>Transportation Planner</b>	<b>Modeler</b>	<b>GIS Technician</b>	<b>Administrator</b>	<b>Totals</b>
<b>1. Air Quality Conformity – Analysis and Compliance</b>						
<b>2. Travel Demand Modeling</b>						
<b>3. Transportation Plan Update Development</b>						
<b>4. Transit &amp; Coordinated Human Services</b>						
<b>5. Special Studies Assistance &amp; Development</b>						
<b>Totals</b>						



## SECTION IV – EVALUATION AND SELECTION PROCEDURES

### A. Evaluation Criteria

All Proposals submitted in response to this RFP will be evaluated according to tiered point system utilizing both a rank score for each qualifier as well as a weighted score for each overall category, following a first category, a second category, a third category, and several other considered factors:

1. Qualifications and Experience (30%)
  - 1.1 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.
  - 1.2 Prior experience of firm and key staff with Transportation Planning and Capital Programming.
  - 1.3 Previous experience on other FCMPO or other similarly-sized MPO contracts.
  - 1.4 Familiarity and experience with PennDOT processes and functionality.
2. Technical Expertise (30%)
  - 2.1 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.
  - 2.2 Breadth of Responder technical resources and specialized expertise within the firm.
  - 2.3 Responder demonstrates 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.
3. Overall Consideration of Proposed Costs for Services Rendered (30%)
  - 3.1 Consideration of overall proposed costs for services rendered.
4. Other Factors Considered (10%)
  - 4.1 Geographical relationship to the FCMPO region.
  - 4.2 Quality and completeness of the proposal document submitted.

### D. 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.

5. 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 the Responder meets the criteria for Qualifications and Experience, then the Evaluation Committee will review the Responder's Technical Proposal. Documentation for the Technical Proposal shall meet the minimum standards established in Section III.B. and shall be evaluated based upon the criteria set

forth in Section IV.A.

If the Responder meets the criteria for the Technical Proposal, the Evaluation Committee will open and review each Responder's Financial Proposal. Documentation for the Financial Proposal shall meet the minimum standards established in Section III.C and shall be evaluated based upon the criteria set forth in Section IV.A.

The Evaluation Committee will then take several 'Other Factors Considered' into account for consideration of the Responder's overall score. This category will consider a Responder's relationship to the FCMPO region and overall quality and completeness of the submitted document.

6. 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.
7. At the sole discretion of the Evaluation Committee, Responders whose proposals have been judged to be reasonably susceptible of being selected for award 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. 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.
8. FCMPO reserves the right to contact client references provided in the Responder's proposal. Experiences shared by client references may be used in evaluating Responder's qualifications.
9. Successful Responders will be required to enter a contract agreement with the MPO (Attachment C).
10. 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.

## **SECTION V: CONTRACT PROVISIONS & INSURANCE REQUIREMENTS**

### **A. Contract Provisions**

After the County of Franklin makes its selection, it shall proceed to negotiate contracts at a mutually-agreeable price based upon a Scope of Work for the project. If the County is unable to negotiate satisfactory contracts with the most highly qualified persons or firms, the County shall formally end negotiations with said persons or firms and begin to negotiate with the next most highly qualified persons or firms. Negotiations shall continue in this sequence until a contract is agreed upon.

The performance of this contract shall be in accordance with all Federal, State and local laws as

may be applicable. Any contract between the County of Franklin and a consultant shall be subject to the rules and regulations of any agencies where funding is being requested.

The contract between the County and the selected consulting firms will include the following non-negotiable contract provisions:

1. Indemnification of the County.
2. Non-Indemnification of the Contractor.
3. Forum Selection (Franklin County, PA Court of Common Pleas).
4. Choice of law (Commonwealth of Pennsylvania)
5. Prevailing party attorneys' fees.
6. Termination for convenience/termination for cause by the County.
7. County ownership of the instruments of service/deliverables.
8. Work-for-Hire Transfer of Copyrights/Intellectual Property.
9. All data is the property of the County of Franklin. The contract must include express provisions guaranteeing County ownership of all data and guaranteeing that the data may be accessed post-contract using non-proprietary means. No mining, analytics, or duplication is allowed without the County's express written permission.
10. Data security, confidentiality, and use of County data and information.
11. Nondiscrimination.
12. Suspension and debarment.
13. Release of liability in favor of the County.
14. Non-release of liability of the contractor.
15. Insurance coverage and County status as additional insured as set forth in Section 7.02.
16. Terms of payment and invoicing, including 45-day payment period.
17. Any and all federal and state provisions required as a result of grant funding.

Failure to include required contract provisions and/or inclusion of prohibited provisions as set forth in this Section V(A) shall result in the proposal being declared nonresponsive. A separate "Data Sharing Agreement" will be signed by the selected consultant and Franklin County during the Scope of Work process.

The County reserves the right to request additional contract provisions it deems necessary as needed to protect the best interest of the County.

Any work proposed and undertaken by this RFP that requires the use, access, and sharing of County data shall be addressed via a "Data Sharing Agreement" as compliant with current County of Franklin processes and procedures.

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.

The contract awarded through this RFP shall be effective for a period of two (2) years after contract signing. 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.

See the full Agreement in Attachment C.

## **B. Insurance Requirements**

Prior to and during the performance of any services covered by this RFP, vendor shall provide the County, upon execution of an agreement, in a form and manner reasonably acceptable to the County Solicitor or Risk Manager, a certificate of insurance as evidence that it has obtained and maintains in full force and effect during the term of this Agreement the below listed types of insurance in the amounts described. The successful bidder shall be required to provide the following insurance coverage and submit evidence of the coverage required below in the form of an ACORD certificate of insurance. The County of Franklin shall be named as the certificate holder.

- General Liability insurance covering liability for death and bodily injury and liabilities for loss of or damage to property with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate;
- Worker's Compensation and Employer's Liability insurance as required by the laws of the Commonwealth of Pennsylvania;
- Employee Dishonesty coverage at a minimum limit of \$25,000.00;
- Professional Liability insurance of not less than One Million Dollars (\$1,000,000.00) per occurrence; and
- Cyber Liability insurance of not less than Two Million Dollars (\$2,000,000.00) per occurrence and Five Million Dollars (\$5,000,000.00) aggregate.

The County shall be endorsed as additional insured on the General Liability Insurance for services and activities provided by the vendor under this agreement. Vendor shall provide proof of insurance and the requirements of this section upon execution of this agreement as requested after that. Should the vendor have any changes to their current insurance coverage, they shall notify the County within 5 business days.

## **SECTION VI GENERAL LEGAL INFORMATION**

### **A. RIGHT OF REJECTION**

Franklin County reserves the right to cancel this request for proposals at any time for any reason. Any proposal received may be rejected in whole or in part when in the best interest of the County.

### **B. VENDOR CLEARANCE**

All vendors will be required to submit a W-9 and pass clearance checks including a debarment check and other background checks as deemed necessary by Franklin County.

### **C. COUNTY NOT RESPONSIBLE FOR PREPARATION COSTS**

The County will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

### **D. DISCLOSURE OF PROPOSAL CONTENTS**

All responses are subject to the Pennsylvania Right to Know Law, 65 P.S. §§ 67.101-3104, (“RTKL” or Right to Know Law”), which may mandate the release of any and all information and documents submitted by the proposer. By submitting a proposal, all proposers acknowledge the County’s non-waivable duties under the Right to Know Law, and agree to cooperate therewith.

Any confidential or proprietary information should be marked accordingly. Additionally, any confidential information submitted by the vendor must be easily separable from the non-confidential sections of the proposal and as such must be submitted in a separate PDF Document from the main proposal and labeled similarly to as described above including the word Confidential in the file name. Notwithstanding the foregoing, all proposals, documents, submissions and data are subject to the Pennsylvania Right to Know Law.

Any exceptions taken to such mandatory terms may result in rejection of the proposal. Any exceptions to the terms and conditions must be set forth in writing, with reasons for such objection, and alternate language suggested, or is otherwise waived.

### **E. 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.

## **SECTION VII - ATTACHMENTS**

- (A) DEBARMENT AND SUSPENSION FORM
- (B) AFFIDAVIT
- (C) CONTRACT AGREEMENT
- (D) PROPOSAL FORM
- (E) USDOT STANDARD TITLE VI ASSURANCE APPENDICES
- (F) DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS
- (G) SUPPLEMENTAL FORM: STAFF MATRIX

**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**

**Background and Applicability:**

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

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.

**ATTACHMENT A**

Company Name

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Signature of Contractor's Authorized Official

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Printed Name of Contractor's Authorized Official

---

Printed Title of Contractor's Authorized Official

---

Date \_\_\_\_\_





**ATTACHMENT B**

6. \_\_\_\_\_ has or has not (*circle one*) been convicted or found liable for any act prohibited by State or Federal Law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract within the last three (3) years.

I state that \_\_\_\_\_ understands  
(Firm)

acknowledges that the above responsibilities are material and important, and will be relied on by the Owner in awarding the contract(s) for which this Bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Owner of the true facts relating to the submission of bids for this contract.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Company Position

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

**AGREEMENT BY AND BETWEEN  
FRANKLIN COUNTY, PENNSYLVANIA AND**

\_\_\_\_\_

**I. PARTIES**

This Agreement is made and entered into by and between the Franklin County, Pennsylvania (hereinafter referred to as the "County"), and \_\_\_\_\_, a \_\_\_\_\_, with a business address of \_\_\_\_\_ hereinafter referred to as the "Consultant".

A. According to Uniform Guidance, the Consultant 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, attachments and appendices, and the Consultant's Proposal dated \_\_\_\_, the contents of said RFP, all addenda, attachments and appendices, and Consultant's Proposal are incorporated herein by reference, and to adhere to, comply with and respond to all performance requirements, conditions, restrictions and provisions stated therein. The compensation payable to Consultant shall be as described in Consultant's Proposal in response to the RFP.

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 shall commence work within seven (7) days of receipt of written Notice to Proceed from the MPO, such notice being contingent upon the execution of this Agreement by the County and the Consultant. The work shall be completed in an expeditious manner and in such sequence as agreed upon between the Consultant and the County and as set forth in the accepted Project schedule as contained in each task order.

Failure to maintain the scheduled level of effort as proposed and prescribed and/or deviation from the aforesaid schedule without prior approval of the County shall constitute authority for issuance of a Termination Notice in accordance with Section IV of this Agreement.

## ATTACHMENT C

### IV. TERMINATION

The County may, upon written notice to the Consultant, terminate 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 County 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 County shall have the right to terminate the agreement, immediately, without notice or opportunity to cure.
- (B) If the County shall determine that termination is in the best interest of the County, the County may terminate the agreement for convenience. 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 County, 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 County may require.

Notwithstanding the above, the Consultant shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of this Agreement by the Consultant and the County 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 County from the Consultant is determined.

## ATTACHMENT C

### 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. The County 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 County 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 County.

### VII. CHANGES

The County 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

## **ATTACHMENT C**

of the parties to enforce thereafter each and every provision.

### **IX. COUNTY FURNISHED DATA**

All information, data, reports, records, and maps as are existing and identified by the Consultant, available to the County without significant cost, and necessary for the carrying out of the work, shall be furnished to the Consultant without charge by the County and the County 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 County. Any County-owned data needed by the Consultant shall follow the Franklin County Data Sharing Agreement process.

The County will not provide clerical assistance to the Consultant for this project and County personnel will not be asked to undertake surveys, analysis, tabulations, summaries, etc., of Consultant-produced data or documentation. However, County 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 County 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 County except to comply with appropriate State and Federal requirements; and in such instances shall consult with the County 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 County.

### **XI. REPORTS**

Reports are to be provided as specified in the RFP.

### **XII. MEETINGS**

When requested by the County, selected Consultant personnel shall attend meetings, conferences and presentations with County 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.

## **ATTACHMENT C**

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.

County-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, on a monthly basis, submit on its standard form an invoice for its services rendered. The invoices shall indicate the percentage completion of each of the major tasks, and the total amount due for the billing period – these invoices shall be submitted according to each task order, and is to be invoiced separately. In addition, the Consultant shall submit a monthly report within 30 days of the calendar month on a monthly schedule, 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. Consultant shall allot 45 days for the receipt of payment.

The Consultant will submit the original copy of the invoice directly to the County–Attention: Accounts Payable, 272 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:

## **ATTACHMENT C**

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT, including the Federal Highway Administration.

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. LOBBYING**

The Contractor upon application or bidding for an award of \$100,000 or more, pursuant to 31 USC 1352, shall be required to file pertinent certification required by 49 CFR 20.110 that it will not and has not used Federally-appointed funds to pay any person or organization for influencing an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered therein. Contractor must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award and disclose the name of any registrant under Lobbying Disclosure Act of 1995.

### **XIX. 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.

### **XX. COUNTY SAVED HARMLESS/INSURANCE REQUIRED**

The Consultant, for and in consideration of the mutual promises contained in this Agreement, hereby remises, releases and forever discharges the County, its successors, administrators, board members, commissioners, assigns, attorneys, insurers, employees,



## ATTACHMENT C

and agents (the "County Releasees"), and agrees to indemnify and hold harmless the County Releasees from and against, and to reimburse the County Releasees with respect to, any and all claims, demands, causes of action, losses, damages, liabilities, penalties, assessments, costs, and expenses (including reasonable attorneys' fees and other costs and expenses incident to any claim, suit, action or proceeding) arising out of or resulting from this Agreement, the work performed thereunder, or the business relationship between the Consultant and the County, including, without limitation, any and all known or unknown, foreseen or unforeseen, matured or unmatured claims and the consequences thereof.

The Consultant will not hold the County 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.

Prior to and during the performance of any services covered by this Agreement, the Consultant shall provide the County in a form reasonably acceptable to the Risk Manager and County Solicitor, evidence that it has obtained and maintains in full force and effect during the term of this Agreement a policy of errors and omissions and/or professional liability insurance, providing coverage of at least One Million Dollars (\$1,000,000.00) per claim and One Million Dollars (\$1,000,000.00) in the aggregate against negligent acts, errors, or omissions in connection with the Services to be provided by the Consultant under this Agreement. The County shall be provided with ten (10) days' advance written notice of any cancellation of said insurance. In addition to said insurance, the Consultant shall obtain insurance of the types and amounts described as follows:

- i. Commercial General Liability insurance covering liabilities for death and personal injury and liabilities for loss of or damage to property with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate.
- ii. Worker's Compensation and Occupational Disease Disability Insurance as required by the laws of the Commonwealth of Pennsylvania.

The County shall be provided with ten (10) days advance written notice of any cancellation of the required insurances.

### **XXI. COVENANT AGAINST CONTINGENT FEES**

The Consultant warrants that it 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.

### **XXII. SUBCONTRACTING OR ASSIGNMENT**

## **ATTACHMENT C**

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.

### **XXIII. DELAYS AND EXTENSIONS OF TIME**

The Consultant agrees to prosecute the work continuously and diligently and it 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 the County 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.

### **XXIV. CHANGES, ALTERATIONS OR MODIFICATIONS IN THE SERVICES**

The County 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.

### **XXV. AVAILABILITY OF DATA**

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

### **XXVI. 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 the County upon request by the County and shall become and remain the property of the County upon termination or completion of the services. The County 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. The Consultant expressly surrenders to the County any and all copyrights in any work or deliverable produced hereunder, and waives all rights therein, including, but not limited to, any and all moral rights in said work and/or deliverable. The Consultant agrees that any work or deliverable produced hereunder is a "work or hire."

## **ATTACHMENT C**

### **XXVII. 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 County.

### **XXVIII. 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 the County.

### **XXIX. RESPONSIBILITY OF CONSULTANT**

- A. The Consultant shall perform the services with that standard of care, skill, and diligence normally provided by a Consultant in a planning and engineering capacity in the performance of services similar to the services hereunder.
- B. Notwithstanding any review, approval, acceptance or payment for the services by County, 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 the County perform at its own expense and without additional cost to the County, 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 the County under Section IV.
- D. The Consultant shall be required to furnish, upon request by the County, 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 the County 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.

### **XXX. CHOICE OF LAW**

- A. This Agreement was made and entered into in Pennsylvania, and is to be construed under the laws of Pennsylvania.

## ATTACHMENT C

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

### **XXXI. COMPLIANCE WITH LAWS**

The Consultant hereby represents and warrants:

- A. That it is qualified to do business in the Commonwealth 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 the County, 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 the County, breach of any of the Paragraphs A through E of this Section shall, at the election of the County, be grounds for termination as provided for in Section IV, provided, however, that failure of the County 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 the County.

**ATTACHMENT C**

IN WITNESS WHEREOF, The parties have caused this Agreement to be executed on

\_\_\_\_\_, 2025 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:

\_\_\_\_\_

**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

Year 1 Standard Rate: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
(Written) (Figures)

Year 2 Standard Rate: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
(Written) (Figures)

B. Transportation Planner - Hourly Rate:

Year 1 Standard Rate: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
(Written) (Figures)

Year 2 Standard Rate: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
(Written) (Figures)

C. Modeler - Hourly Rate:

Year 1 Standard Rate: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
(Written) (Figures)

Year 2 Standard Rate: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
(Written) (Figures)

D. GIS Technician - Hourly Rate:

Year 1 Standard Rate: \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_)  
(Written) (Figures)

**ATTACHMENT D**

Year 2 Standard Rate: \_\_\_\_\_ Dollars (\$) \_\_\_\_\_  
(Written) (Figures)

**E. Administrative - Hourly Rate:**

Year 1 Standard Rate: \_\_\_\_\_ Dollars (\$) \_\_\_\_\_  
(Written) (Figures)

Year 2 Standard Rate: \_\_\_\_\_ Dollars (\$) \_\_\_\_\_  
(Written) (Figures)

F. Optional Entry: \_\_\_\_\_  
(Job Title)

Year 1 Standard Rate: \_\_\_\_\_ Dollars (\$) \_\_\_\_\_  
(Written) (Figures)

Year 2 Standard Rate: \_\_\_\_\_ Dollars (\$) \_\_\_\_\_  
(Written) (Figures)

G. Optional Entry: \_\_\_\_\_  
(Job Title)

Year 1 Standard Rate: \_\_\_\_\_ Dollars (\$) \_\_\_\_\_  
(Written) (Figures)

Year 2 Standard Rate: \_\_\_\_\_ Dollars (\$) \_\_\_\_\_  
(Written) (Figures)

H. Optional Entry: \_\_\_\_\_  
(Job Title)

Year 1 Standard Rate: \_\_\_\_\_ Dollars (\$) \_\_\_\_\_  
(Written) (Figures)

Year 2 Standard Rate: \_\_\_\_\_ Dollars (\$) \_\_\_\_\_  
(Written) (Figures)

I. Optional Entry: \_\_\_\_\_  
(Job Title)

Year 1 Standard Rate: \_\_\_\_\_ Dollars (\$) \_\_\_\_\_  
(Written) (Figures)

Year 2 Standard Rate: \_\_\_\_\_ Dollars (\$) \_\_\_\_\_  
(Written) (Figures)

**ATTACHMENT D**

J. Optional Entry: \_\_\_\_\_  
(Job Title)

Year 1 Standard Rate: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )  
(Written) (Figures)

Year 2 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: \_\_\_\_\_



**The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination Assurances**  
**DOT Order No. 1050.2A**

The Subrecipient (herein referred to as the “Recipient”), **hereby agrees that**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through its various operating administrations and bureaus, which include but are not limited to, the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), Federal Aviation Administration (FAA), Office of the Secretary, National Highway Traffic Safety Administration, and Federal Motor Carrier Safety Administration (FMCSA), is subject to and will comply with the following:

**Statutory/Regulatory Authorities**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964); and
- 49 C.F.R. part 303 (FMCSA’s Title VI/Nondiscrimination Regulation).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

**General Assurances**

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, "for which the Recipient receives Federal financial assistance from DOT, including, but not limited to, the FHWA, FTA, FAA, Office of the Secretary, National Highway Traffic and Safety Administration, and the FMCSA.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

## ATTACHMENT E

### Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted program that is the subject of this Agreement.

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the federally-assisted transportation program and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

*“The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair 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.”*

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or

## ATTACHMENT E

improved under the applicable activity, project, or program.

8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
  - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the federal agencies' access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the federal agencies. You must keep records, reports, and submit the material for review upon request to the federal agencies, or their designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the federally-assisted program. This ASSURANCE is binding on the Commonwealth of Pennsylvania, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the federally- assisted program. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

APPENDIX A

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally- assisted programs of the U.S. Department of Transportation (U.S. DOT), through its various operating administrations and bureaus, which include but are not limited to, the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), Federal Aviation Administration (FAA), Office of the Secretary, National Highway Traffic Safety Administration, and Federal Motor Carrier Safety Administration (FMCSA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the U.S. DOT, through its various operating administrations and bureaus, which include but are not limited to, the FHWA, FTA, FAA, Office of the Secretary, National Highway Traffic Safety Administration, and FMCSA, to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the U.S. DOT, through its various operating administrations and bureaus, which include but are not limited to, the FHWA, FTA, FAA, Office of the Secretary, National Highway Traffic Safety Administration, and FMCSA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it

## ATTACHMENT E

or the U.S. DOT, through its various operating administrations and bureaus, which include but are not limited to, the FHWA, FTA, FAA, Office of the Secretary, National Highway Traffic Safety Administration, and FMCSA may determine to be appropriate, including, but not limited to:

- a. withholding payments to the contractor under the contract until the contractor complies;  
and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the U.S. DOT, through its various operating administrations and bureaus, which include but are not limited to, the FHWA, FTA, FAA, Office of the Secretary, National Highway Traffic Safety Administration, and FMCSA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**APPENDIX E**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non- discrimination statutes and authorities; including but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal- aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

## ATTACHMENT F

### DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS FOR PLANNING PARTNERS

#### I. GENERAL—

Include the following provisions (Paragraphs a through d) in every contract and subcontract entered into in support of the grant, so that such provisions will be binding not only upon the prime contractor, but also upon each subcontractor, supplier, service provider, and trucking firm performing work towards the contract.

- (a) **Policy for Federally-Funded Projects.** It is the policy of the U.S. Department of Transportation (DOT) and the Pennsylvania Department of Transportation (Department) that Disadvantaged Business Enterprises (DBEs) as defined in Section 26.5 of Title 49 Code of Federal Regulations, Part 26, as amended, (Part 26) and this specification, be afforded the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the DBE requirements of Part 26 apply to this contract.
- (b) **DBE Obligation.** The grantee will take all necessary and reasonable steps to ensure that DBEs have the opportunity to compete for and to perform contracts. The grantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of the Department and U.S. Department of Transportation-assisted contracts.
- (c) **Failure to Comply with DBE Requirements.** Failure by the grantee to carry out these requirements constitutes a material breach of this contract, which may result in termination of this grant agreement or such other remedy as the Department deems appropriate, which may include, but is not limited to:
  - a. Withholding progress payments;
  - b. Assessing sanctions;
  - c. Liquidated damages; and/or
  - d. Disqualifying the contractor from future bidding as non-responsible.
- (d) **Small Business Enterprise Participation.** The recruitment and utilization of certified Small Business Enterprises (SBEs) serves as an additional requirement in addition to all other equal opportunity requirements of the grant. There is no SBE goal for this grant.

#### II. DEFINITIONS—

The following definitions apply for terms used in this specification:

- (a) **Disadvantaged Business Enterprise (DBE).** A for-profit small business concern that meets the following requirements:
  - 1. DBE certification from the Pennsylvania Unified Certification Program (PAUCP) as listed on [www.paucp.com](http://www.paucp.com).
  - 2. That meets the ownership and control requirements of the DBE certification program as set forth in Part 26.
  - 3. That meets the Personal Net Worth requirements of the DBE certification program.
- (b) **Small Business Enterprise (SBE).** A for-profit small business concern that meets the following requirements:
  - 1. An entity certified by the Pennsylvania Department of Transportation (PennDOT) as listed on [www.dotsbe.pa.gov](http://www.dotsbe.pa.gov).
  - 2. That meets the ownership and control requirements of the Small Business Element (SBE) certification program.
  - 3. That meets the Personal Net Worth requirements of the SBE certification program.
- (c) **Commercially Useful Function.** A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually

## ATTACHMENT F

performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, installing (where applicable), and paying for the material itself.

- (d) **Transportation Planning Coordinator.** An individual within the Department's Program Center that is responsible for coordinating and overseeing planning activities with the grantee.
- (e) **Interdisciplinary Review Team (IRT).** A team of three (3) individuals representing the Department's Program Center and Bureau of Equal Opportunity that performs the initial review of the GFE documentation and makes the recommendation to the Director of the Bureau of Equal Opportunity.
- (f) **Committee.** The Department's Good Faith Effort (GFE) Review Committee.
- (g) **Director.** Director, Bureau of Equal Opportunity.
- (h) **DBE Participation.** The work performed by DBEs on a contract and counted toward the project's DBE goal. This information is to be submitted with the bid/proposal and if approved becomes a contractual obligation for the life of the contract.
- (i) **Revised DBE Participation.** If, during the performance of a contract entered into in support of this grant the DBE Participation requires revision, the selected bidder/offeror must request approval from the grantee. The grantee must obtain concurrence from the Department prior to approving any revision. If approved, the Revised DBE Participation becomes a contractual obligation for the life of the contract.
- (j) **Supplier.** A manufacturer, regular dealer, or transaction expeditor/broker.
  - 1. **Manufacturer.** A DBE/SBE that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
  - 2. **Regular Dealer.** A DBE/SBE that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided above if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.
  - 3. **Transaction Expeditor/Broker.** A DBE/SBE packager, broker, manufacturers' representatives, or other persons who arrange or expedite transactions and who arrange for material drop-shipments.
- (k) **Service Provider.** A DBE/SBE that performs professional, technical consultant, or managerial



## ATTACHMENT F

services.

- (I) **Shortfall.** The difference between the dollar amount on the approved DBE commitment and the amount of payments to the approved DBE entities.

### III. COUNTING DBE PARTICIPATION

Utilization of certified DBEs is in addition to all other equal opportunity requirements of the contract. Count DBE Participation toward meeting the DBE Goal for federal projects as follows: If a firm is a certified DBE contractor or subcontractor at the time of submission for the bid, the total dollar value of the contract awarded to the certified DBE is counted toward the applicable DBE goal as provided below. Any services to be performed by a DBE are required to be readily identifiable to the project.

#### (a) Construction.

1. **Prime Contractor.** The Department requires that all prime contractors including DBE prime contractors perform at least fifty percent (50%) of the work on a Department project. A DBE prime contractor will receive credit for all work performed with its own forces. The Department strongly encourages DBE prime contractors to make additional outreach efforts to solicit DBEs to perform subcontracting work on the project.
2. **Subcontractor.** When a DBE participates in a contract directly as a subcontractor or as a second- tier or lower-tier subcontractor, count only the value of the work actually performed by the DBE.

Count the entire amount of that portion of a contract that is performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the subcontract, including supplies purchased or equipment leased by the DBE.

When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count towards the contract's DBE goal.

Count expenditures to a DBE contractor only if the DBE is performing a CUF on that contract.

#### (b) Materials and Supplies.

1. **DBE Manufacturer.** If the materials or supplies are obtained from a DBE manufacturer, count 100% of the cost of the materials or supplies.
2. **DBE Regular Dealer.** If the materials or supplies are purchased from a DBE regular dealer, count sixty percent (60%) of the cost of the materials or supplies.
3. **DBE Transaction Expeditor/Broker.** If the materials or supplies are purchased from a DBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the materials and supplies themselves.

- (c) **Service Providers.** Count toward the DBE Goal 100% of expenditures of DBE services including, professional, technical, consultant, or managerial services. Count fees or commissions charged for providing any bonds or insurance specifically required for the performance the contract, provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.

- (d) **Trucking Firms.** Count 100% of trucking costs using the following factors to determine what can be counted:

## ATTACHMENT F

1. Count if the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
2. Count if the DBE owns and operates at least one fully licensed, insured, and operational truck used on the contract.
3. Count the total value of the transportation services the DBE provides on the contract using trucks it owns, insures, and operates using drivers it employs.
4. The DBE may lease trucks from another DBE firm, including an owner-operator who is a certified DBE. If the DBE leases trucks from another DBE, count the total value of the transportation services the lessee DBE provides on the contract.
5. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. If the DBE leases trucks from a non-DBE count only the fee or commission it paid as a result of the lease arrangement. Do not count the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
6. For purposes of this provision, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from being used for work for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

### IV. COUNTING SBE PARTICIPATION

- (a) Recruitment and utilization of certified SBEs is in addition to all other equal opportunity requirements of the contract.
- (b) There is no SBE goal.
- (c) Count SBE participation the same as DBE participation.

### V. ACTIONS REQUIRED BY THE BIDDER AT THE BIDDING STAGE AND PRIOR TO AWARD FOR PROJECTS WITH A DBE GOAL—

- (a) **Submission Requirements.** If the grantee establishes a DBE goal in connection with a contract awarded in support of the grant, then the selected bidder/offeror must include its DBE Participation with the bid/proposal. This submission must include the business name of the DBE firm with address, contact person, and phone number, a detailed narrative description of the service to be provided by the DBE, the North American Industrial Classification System (NAICS) code(s) that correspond(s) to the work to be performed by the DBE firm, and the percent of the bid's cost to be contractually allocated to the DBE in the bid submission. A letter of intent (or comparable documentation) from the DBE stating that the DBE has agreed to enter into a subcontract if the vendor is successful should also be included with the bid. Do not request or include physical certification letters. The PA UCP database at [www.paucp.com](http://www.paucp.com) is the only resource that should be used to verify DBE eligibility. In addition, please note that DBE certification does not expire and expiration dates should not be requested or included. As long as a firm remains visible in the PA UCP database they remain eligible to participate as a DBE on federally-assisted contracts.

When the DBE goal established by the grantee is not met (the grantee will not round), demonstrate a Good Faith Effort (GFE) to meet the contract's DBE goal. Demonstrate that the efforts made were those that a bidder/offeror seeking to meet the DBE goal established by the grantee would make, given all relevant circumstances. Failure to

## ATTACHMENT F

include GFE documentation with the submission, when the DBE goal is not met, will result in rejection of the bid/proposal.

(b) **Good Faith Effort Requirements.** In response to a bid/proposal, the bidder/offeror must make a 'Good Faith Effort' (GFE) to subcontract a portion of the contract work to certified DBEs. The demonstration of GFE is accomplished by seeking out DBE participation in the contract given the totality of all relevant circumstances. If unable to meet the contract's established DBE Goal, the selected bidder/offeror must submit documentation of its GFE. The following illustrate the types of efforts that may be taken, but shall not be deemed to be exclusive or exhaustive. The Director and/or Committee will consider other factors and types of efforts that may be relevant:

- Efforts made to conduct market research to identify small business contractors and suppliers and solicit through all reasonable and available means (e.g., use of the DBE Directory, attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The selected bidder/offeror must provide written notification, at least fifteen (15) calendar days prior to the bid due date, to allow the DBEs to respond to the solicitation. The selected bidder/offeror must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
- Efforts made to select portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the selected bidder/offeror might otherwise prefer to perform these work items with its own forces.
- Efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- Efforts made to negotiate in good faith with interested DBEs. It is the selected bidder's/offeror's responsibility to make a portion of the contract work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work. A bidder/offeror using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract DBE goals into consideration. The fact that there may be some additional costs involved in finding and using DBEs is not in and of itself sufficient reason for a bidder's/offeror's failure to meet the contract's DBE goal, provided that such costs are reasonable. Also, the ability or desire of the selected bidder/offeror to perform the work of a contract with its own work force does not relieve the bidder/offeror of the responsibility to make GFE. The selected bidder/offeror is not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- The selected bidder's/offeror's determination of a DBE as being unqualified without sound reasons based on a thorough investigation of its capabilities. The selected bidder's/offeror's standing within its industry, membership in specific groups, organizations, or associations and

## ATTACHMENT F

political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the selected bidder's/offeror's efforts to meet the DBE contract goal. Another practice considered an insufficient GFE is the rejection of a DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder/offeror or prime contractor to accept unreasonable quotes in order to satisfy a contract DBE goal.

- Efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance.
- Efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- Efforts to effectively use the services of the Department's DBE and/or SBE Supportive Services Centers, services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

### VI. ACTIONS TO BE TAKEN BY THE GRANTEE AND DEPARTMENT BEFORE AWARD FOR PROJECTS WITH A DBE GOAL —

- (a) **Approval.** If the selected bidder/offeror includes the DBE Participation with their bid/proposal, meets the contract's DBE goal, and all other contract requirements, the grantee will approve the submission.
- (b) **Good Faith Effort Review.** If the selected bidder/offeror includes the DBE Participation with their bid, but fails to meet the contract's DBE goal, the grantee will review the GFE documentation included with the bid. The selected bidder/offeror may not provide additional GFE documentation beyond what exists in writing at the time of bid submission. If during the review of the bidder's/offeror's GFE information the reviewers have questions, the selected bidder/offeror may be contacted by for clarification. The GFE steps to be taken are as follows:

1. The grantee reviews the GFE submission and makes a recommendation to approve or disapprove to the Transportation Planning Coordinator.
2. If the grantee recommends approval then Transportation Planning will do one of the following:
  - a. Concur with the grantee's recommendation that a GFE was made and the DBE Participation will be approved
  - b. Disagree with the grantee's recommendation which will result in a review of the GFE submission by the IRT.
3. If the grantee recommends disapproval then the IRT will review the GFE submission.
4. The IRT reviews and makes a recommendation to the Director.
5. The Director will do one of the following:
  - a. Concur with the IRT recommendation that a GFE was made and the DBE Participation will be approved;
  - b. Concur with the IRT disapproval of the GFE submission. The selected bidder/offeror will be afforded the opportunity for administrative reconsideration as required by Part 26.

(i) If the selected bidder/offeror requests administrative reconsideration, the Director forwards the GFE request to the Committee.

## ATTACHMENT F

(ii.) If the selected bidder/offeror does not request administrative reconsideration, than the recommendation stands and the GFE is disapproved. The selected vendor must notify the Department to this effect in writing. The bid will then be considered non-responsive and will be rejected.

- c. Disagree with the IRT recommendation. If the Director determines that a GFE has been made, the DBE Participation will be approved. If the Director determines that a GFE has not been made, the selected bidder/offeror will be afforded the administrative reconsideration process as described above.
6. If administrative reconsideration is requested, the Committee meets and makes the final determination. If the Committee determines that the selected bidder/offeror made a GFE, the DBE Participation will be approved. If the Committee determines that the selected bidder/offeror has failed to make a GFE, the bid will be rejected and the selected bidder/offeror will be notified of the rejection. The grantee will then review the next selected bidder's/offeror's DBE participation to determine if the DBE goal is met or if a GFE was made.

### VII. ACTION TO BE TAKEN BY THE DEPARTMENT DURING PERFORMANCE OF THE CONTRACT—

To ensure that all obligations awarded to DBEs under this contract are met, the grantee and the Department will review the selected bidder's/offeror's DBE involvement efforts during the performance of the contract whether or not the DBE is listed on the approved DBE Participation. The review will include a CUF review and analysis for all DBEs performing on the contract.

**Sanctions.** Upon completion of the work the grantee and the Department will review the actual DBE participation and make a determination regarding the selected bidder's/offeror's compliance with the applicable requirements. Sanctions may be imposed for noncompliance or unwarranted shortfalls in the approved DBE goal.

### VIII. ACTIONS REQUIRED BY THE SELECTED VENDOR DURING PERFORMANCE OF THE CONTRACT—

- (a) **DBE Participation.** When DBE Participation is approved in an amount less than the contract's DBE goal, continue GFE toward meeting the contract's DBE goal for the life of the contract. Ensure that the DBE Participation is attained. Proof of attainment is provided by payments to DBEs and documented in monthly reports.
- (b) **DBE Revised Participation.** Obtain written consent from the Department before substituting a DBE or making any change to the approved DBE Participation or any other DBE performing on the project. Immediately request substitution authorization from the grantee in writing who will contact the Department. The request must include documentation supporting the substitution and written agreement from the DBE to the change. Include proof that a certified letter giving the DBE five (5) days to respond with acceptance or to notify the grantee of non-acceptance. Demonstrate that every effort has been made to allow the DBE to perform.
  1. If the arrangement to be replaced is agreeable between the bidder's/offeror's and the DBE, document the following procedures:
    - Make a GFE to subcontract the work with another DBE, or subcontract other work items to DBE firms, to make up the DBE shortfall.
    - When the substitution results in meeting the DBE goal, complete a Revised DBE Participation which includes letter(s) from the DBE(s) of their intent to perform on the contract. If the DBE being replaced or substituted has already performed on the contract, the Revised Participation request should include the total amount paid to the DBE prior to its

## ATTACHMENT F

substitution or replacement.

- When the substitution does not result in meeting the DBE goal, complete a Revised DBE Participation with DBE acknowledgement and provide GFE documentation. If the DBE performed on the project, the Revised DBE Participation should include the total amount paid to the DBE prior to their substitution.

**Good Faith Effort Review.** The grantee will review the GFE documentation for substitution. If, during the review of the selected bidder's/offeree's GFE information and documentation, the reviewers have questions, the selected bidder/offeree may be contacted for clarification. The GFE steps to be taken are, as follows:

- a. The grantee reviews the GFE submission and makes a recommendation to the Transportation Planning Coordinator.
  1. If the recommendation is to approve and the Transportation Planning Coordinator concurs, then the Revised DBE Participation will be approved.
  2. If the recommendation is to disapprove or if the Transportation Planning Coordinator disagrees with the grantee's recommendation, then the GFE is forwarded to the IRT for review and determination.
- b. The IRT either:
  1. Approves recommendation that the GFE was met and the Revised DBE Participation will be approved, or
  2. Disapproves the GFE resulting in a shortfall requiring the selected vendor to continue to fulfill its GFE obligation and commitment.
- c. If forwarded to them by the Transportation Planning Coordinator, the IRT makes a final determination.

Do not perform any of the DBE work included in the substitution request without prior written approval from the Department. If the projected DBE participation meets or exceeds the DBE goal amount for the contract without replacing the DBE, then no contract shortfall exists. A Revised DBE Participation must be submitted to reflect the decreased dollar amount.

2. If the arrangement to be replaced is not agreeable between the selected bidder/offeree and the DBE, the following procedures are required:

- Until a determination is made, do not perform the DBE work without prior approval.
  - The IRT will review and make a determination and the grantee will notify both the selected bidder/offeree and the DBE.
  - The selected bidder/offeree or the DBE may request a meeting with the Department by contacting the grantee.
- (e) **SBE Participation.** There is no goal for SBE participation. However, the utilization of SBE firms must be reported and documented in monthly reports with proof of payment consistent with the process for DBE firms.
  - (f) **Additional Work.** When additional work is required for any classification of work which is identified on the DBE Participation to be performed by the DBE, at least (50%) of this additional work will be performed by the same DBE unless the DBE submits, in writing, that he/she cannot perform the work due to his/her own limitations.

## ATTACHMENT F

- (g) **Progress Payments.** The bidder/offeror shall make payments to all subcontractors, suppliers, service providers, and consultants no later than thirty (30) days after being reimbursed by the Department. Document all DBE and SBE progress payments on a monthly basis. Bring to the attention of the grantee, in writing, any situation in which regularly scheduled progress payments are not made to DBE/SBE subcontractors, suppliers, service providers or consultants.
- (h) **Records and Reports.** Both the bidder/offeror and the grantee shall keep such project records as are necessary to determine compliance with DBE Requirements. These records can be used as GFE documentation. Design these records to indicate:
- The number of disadvantaged and non-disadvantaged subcontractors, small businesses, regular dealers, manufacturers, consultants, and service providers, and the type of work or services performed on or materials incorporated in this project.
  - The progress and efforts made in seeking out DBE and SBE contractor organizations and individual DBEs and SBEs for work on this project.
  - Documentation of all correspondence, personal contacts, telephone calls, etc., to obtain the services of DBEs and SBEs for this project. Submit reports, as required by the Department. Certify that the amounts were actually paid to the DBE and SBE for work performed on the project and keep cancelled checks on file in the home office to reflect payment for the specific project and for inspection and audit by the Department. Enter the payment information on the monthly payment report which will include the following:
    - The number of contracts awarded to DBEs and SBEs, noting the type of work and amount of each contract executed with each firm and including the execution date of each contract.
    - The amount paid to each DBE and SBE during the month and the amount paid to date. If no payments are made to a DBE/SBE during the month, enter a zero (\$0.00) payment.
    - Paid invoices or a certification attesting to the actual amount paid to each firm, upon completion of the individual DBE's and SBEs work. In the event the actual amount paid is less than the award amount, provide a complete explanation of the difference.

Maintain all such records for a period of three (3) years following acceptance of final payment. Make these records available for inspection by the Department and FHWA.

If DBE credit is being claimed for material costs included in a DBE subcontract or agreement, submit purchase orders for the material to [PennDOTDBEGoal@pa.gov](mailto:PennDOTDBEGoal@pa.gov) on a monthly basis in conjunction with the monthly payment report.

The grantee shall ensure records have sufficient information in order to complete and submit the Planning Partners DBE Report quarterly.

**Supplemental Form**

**STAFF MATRIX**

POSITION CLASSIFICATION	ASSIGNED STAFF
Project Manager	
Transportation Planner	
Modeler	
GIS Technician	
Administrative	