



**French Broad River Metropolitan Planning Organization**  
**Request for Qualifications (RFQ):**  
**Regional Transit Feasibility Study**

Request for Qualifications

Regional Transportation Feasibility Study

Date of Issue: March 20, 2020

Submission Deadline: April 30, 2020

Direct all inquiries concerning this RFQ to:

ATTN: Emily Scott-Cruz

French Broad River MPO

339 New Leicester Highway, Suite 140

Asheville, NC 28806

[mpo@landofsky.org](mailto:mpo@landofsky.org)

## 1.0 General Information and Background

The French Broad River Metropolitan Planning Organization (FBRMPO) is requesting the submission of a Statement of Qualifications for Planning firms to provide professional planning and transportation analysis for the five-County region, including the FBRMPO Planning Area. This study is funded as part of the MPO's Unified Planning Work Program (UPWP) and is intended to be undertaken in FY 2021. The project Qualification Based Selection (QBS) process will be utilized in accordance with NC General Statute 143-64.31, to determine a qualified firm to complete professional services for the project. Submission by a firm to this RFQ does not mean that the firm will be awarded a contract for this project. The FBRMPO is seeking a firm whose combination of experience and expertise will provide timely, cost-effective, and quality driven professional services to the FBRMPO and its stakeholders.

## 2.0 RFQ Schedule and Statement of Qualification Format

The table below shows the intended schedule for this RFQ. The Contract Lead will make every effort to adhere to this schedule. The schedule is based on similar processes with similar approval stream.

ACTION	RESPONSIBILITY	DATE & TIME
Issue RFQ	FBRMPO	March 20, 2020
Submit Written Questions	Respondents	April 23, 2020
Provide Responses to Questions	FBRMPO	April 25, 2020
Submit Qualifications	Respondents	April 30, 2020
Interviews (if necessary)	FBRMPO/Respondents	TBD
Selection Committee Approval	FBRMPO	TBD

**Responses:** Statement of Qualifications shall be submitted electronically by email to the following contact:

Mailing Address:

ATTN: Emily Scott-Cruz

[mpo@landofsky.org](mailto:mpo@landofsky.org)

FBRMPO/Land of Sky Regional Council

339 New Leicester Hwy Ste 140

Asheville, NC 28806

Questions related to this RFQ should be directed to Emily Scott-Cruz, [mpo@landofsky.org](mailto:mpo@landofsky.org) or by phone 828-261-6622 by 7 days prior to submission deadline.

**Format:** Respondents shall submit an electronic copy of their Statement of Qualifications (SOQ) via email or submit the proposal on a flash drive (or through Sharepoint folder link if over 20 megabytes). Limit applications to 40 pages. Any addenda to this RFQ will be posted 48 hours before submittal deadline and will be posted at: <http://frenchbroadrivermpo.org/local-plans/>.

Written questions shall be emailed to Emily Scott-Cruz [mpo@landofsky.org](mailto:mpo@landofsky.org) by the date and time specified above. Respondents will enter "Regional Transit Feasibility Study Questions" as the subject for the email. Questions must include a reference to the applicable RFQ section. No information, instruction, or advice provided orally or informally by any FBRMPO personnel, whether made in response to a question or otherwise in connection with this RFQ, shall be considered authoritative or binding. Respondents shall be entitled to only rely on written material contained in an Addendum to this RFQ. It is the responsibility of all firms submitting qualifications to check this website for any addenda prior to submission.

No questions submitted after April 23<sup>rd</sup> will be answered.

### 3.0 Project Description

#### Overview

It is the intent of French Broad River Metropolitan Planning Organization (FBRMPO) to contract with a qualified firm for professional planning services. The services required will be for analysis, planning, public engagement, and project management of the Regional Transit Feasibility Study. This study will mark the beginning stages of planning for the future of regional transit. The FBRMPO is seeking a consultant's assistance to:

- Develop recommendations for facilitation of cross-jurisdictional public transit;
- Identify opportunities to enhance cross-county public transit service, including but not limited to identifying potential routes and finding opportunities for coordination throughout the region (such as establishing a Regional Transit Authority or a regional call center, creating express bus routes, uniform transfer fare, information exchange between agencies, etc);
- Develop potential funding strategies for regional transit; and
- Create an implementation plan following the completion of the feasibility study.

Any firm wishing to be considered must be properly registered and licensed within the state of North Carolina and have good ethical and professional standing. Pre-qualifications with North Carolina Department of Transportation will be required prior to the final contract and budget approval.

**Purpose:** The purpose of this study is to analyze the feasibility of regional transit across the French Broad River MPO Planning Area, primarily with consideration for the FBRMPO Planning Area but all areas in Buncombe, Haywood, Henderson, Madison, and Transylvania counties may be considered. This study conforms to the 2040 MTP that recommends a “feasibility study to explore regional transit options” and recommends the FBRMPO “coordinate efforts between transit providers to improve regional transit service.” This will serve as the first step toward improving regional public transit in the FBRMPO Planning Area and will provide a deeper understanding of the existing population needs, system conditions, and devise subsequent research and data-driven recommendations for how to meet those needs and improve regional conditions.

**Project Geography:** The project area includes the French Broad River MPO Planning Area with consideration to be made for all areas in Buncombe, Haywood, Henderson, Madison, and Transylvania counties.

**Context:** As population growth continues in the FBRMPO region, it is important to consider ways to remain economically competitive while improving the quality of life for residents such as the acceleration of regional transit efforts. Improving public transit was identified as a top priority in the FBRMPO 2040 Metropolitan Transportation Plan (MTP). NCDOT's 2040 Statewide Transportation Plan recommended increased focus on regional planning to increase flexibility and responsiveness as well as emphasizing logistical needs through investments. The need for transit on a regional scale is heightened by the increase of regional commuting patterns and a subsequent decline of employees working in the county in which they reside—a phenomenon that can be traced back to growing job opportunities matched with increased cost of living within Buncombe County. The Buncombe County Community Transportation Service Plan (2015) recommended enhanced coordination with surrounding counties after evaluating commuting trends.

Currently, the FBRMPO region houses the following transit providers: Asheville Rides Transit (ART), Mountain Mobility, Apple Country Public Transit, Haywood County Transit, and Madison County Transit. This feasibility study is being undertaken to determine the viability of public transit throughout the FBRMPO. The results of the study will determine how to proceed with public transit in the future, as the study will show the public need and benefit, potential users, analysis of alternatives, and a recommendation for the alternative that best fits the public transit needs in the FBRMPO. It is critical that the study identifies transit features, characteristics, and options that

meet local goals and objectives, financing alternatives, expansions, partnerships, and the mitigation of any possible adverse impacts from recommendations.

The following documents should serve as a guide and provide additional background information for this study:

- FBRMPO Coordinated Public Transportation & Human Services Transportation Plan
- FBRMPO Comprehensive Transportation Plan
- FBRMPO 2040 Metropolitan Transportation Plan
- Buncombe County Community Transportation Service Plan
- City of Asheville Final Transit Master Plan
- City of Hendersonville Comprehensive Plan
- Asheville in Motion Plan
- FBRMPO Congestion Management Process
- ART Transit Master Plan
- NCDOT 2040 Statewide Transportation Plan
- NCDOT Vision Zero
- NCDOT Complete Streets
- Henderson County Comprehensive Plan
- Statewide Regionalization Study  
(<https://connect.ncdot.gov/business/Transit/Documents/StatewideRegionalizationStudy.pdf>)

The 2040 MTP recommended conducting a feasibility study to explore regional transit options, so this study aims to lay the groundwork for improving regional public transit throughout the FBRMPO area.

Statement of Qualifications packages must satisfy the minimum criteria outlined and all submittals shall be received by the French Broad River Metropolitan Planning Organization no later than 4:00 pm on (April 30<sup>th</sup>, 2020). Qualifications shall be submitted in accordance with the terms and conditions of this RFQ and any addenda issued hereto.

### **Expected Outcome**

This study will consider current and projected demand and service availability, explore possible options to improve the facility of regional transit, examine potential governance and funding structures for a regional transit authority, recommend regional routes, and propose an action plan to implement improved regional transit.

## **4.0 Preliminary Scope of Work**

This feasibility study is expected to include the following elements:

### **Task 1: Project Management & Public Participation**

This will include interface with FBRMPO Staff and the Study Steering Committee, presentations to FBRMPO Board and Committees, quarterly reports, and draft documents. This also includes coordinating the engagement of the public and local stakeholders in a conversation about the future of regional transit and improvements needed. FBRMPO Staff will conduct the proposed public participation tasks with the oversight of the consultant and steering committee. Local stakeholders include residents and employees of Buncombe, Haywood, Henderson, and Madison counties, ART, Apple Country Public Transit, Mountain Mobility, Mountain Projects, NCDOT Div. 13, NCDOT Div. 14, LOSRC, etc.

#### *Deliverables:*

- Kick off meeting
- Project management plan
- Schedule of project meetings

- Progress reports summarizing task progress and deliverables along with monthly invoices
- At least 2 public input meetings at different stages of the process aimed at determining where regional routes are needed.
- Focus group or small group discussion with regional representatives

## **Task 2: Overview of Existing Conditions/Systems**

Provide a brief overview of existing conditions and systems and compile a Needs Assessment.

### *Deliverables:*

- Description (and/or map) of current services, ridership, routes, operational characteristics, forecasts, and trends throughout the counties being studied.
- Needs Assessment informed by provider data, regional plans, commuter data, observed travel patterns, and public participation results that clearly identifies gaps in service after summarizing existing services.

## **Task 3: Identify Opportunities**

Utilizing the Needs Assessment, identify potential routes and/or services that could be provided as well as agencies that could lead implementation. Describe funding opportunities that currently exist and that do not currently exist in the region.

### *Deliverables:*

- Determine potential routes and/or coordination opportunities for regional transit and estimated costs for potential alternatives. This should include a preliminary examination of potential service hours, frequencies, vehicle capacities, and stops.
- Present other benefits that regional transit provides to communities and individuals.

## **Task 4: Governance and Funding Sources**

Identify the most efficient and effective governance structure to operate regional transit and describe potential funding sources for proposed services.

### *Deliverables:*

- Review of successful regional transit governance structures and funding sources (including funding that is not currently available, such as taxes that could be collected through a Regional Transit Authority), detailing the advantages and disadvantages to different structures.
- Review existing funding sources in the region and how those sources are utilized.
- Identify which agency/agencies should steer coordination efforts.
- Provide maps that display interconnectivity options and possible routes between counties based on Task 2.

## **Task 5: Form Recommendations**

Provide short-term and long-term transit recommendations, specifically ones involving coordination between transit agencies, focusing on connectivity opportunities between routes.

### *Deliverables:*

- Identify a primary recommendation and alternative recommendations for future regional routes, governance, and funding opportunities.
- Map recommended routes.
- Include recommendation for the feasibility of the following options: regional transit authority, regional, cross-jurisdictional call center, transit fare agreements, etc.

## **Task 6: Outline “Next Steps”**

Create an action plan for implementation of the recommendations

*Deliverables:*

- Consider the implications of recommendations and determine the most viable options.
- Draft or outline a 5 and 10 year implementation plan based on Recommendations.

**Note:**

It should be reiterated that the analysis and recommendations should align with regional goals, plans, and policies, and the report should refer to relevant documents and use these as framework for discussions in the report. Consultants will work with key representatives of FBRMPO staff throughout all phases of project development.

## **5.0 Content Requirements for the Statement of Qualifications**

For each submission of Qualifications (a Proposal), Respondents shall populate all attachments of this RFQ that require information and include an authorized signature where requested, as outlined below.

- **QUALIFICATIONS:** Respondent's Statement of Purpose meeting all requirements of this RFQ. Statements of Qualification shall not exceed 40 pages in length, not including staff resumes and attachments required. Statements of Qualifications must include:
  - **Cover Letter**
  - **Organization Information**
    - Firm name, address, phone, and website. Also include **primary contact name**, title, email, address, and phone number.
    - Specify the history of the firm and the state in which the firm was organized or incorporated, number of full-time employees, and type of ownership.
    - Specify any states where the Respondent firm is qualified to do business as a foreign entity.
    - Specify the office location(s) (City, State from which key individuals will operate.
    - LOS invites and encourages participation by businesses owned by minorities, women, disabled, disabled business enterprises, and small businesses. Describe how your firm or team responds to this statement.
  - **Organization Qualifications.** Please describe recent experience relevant to this project. Include the location and description of the project(s), and key staff that worked on the project(s). Particular emphasis should be placed on projects managed by the key personnel to be assigned to this project.
    - Experience with creating multi-jurisdictional transit plans.
    - Experience with evaluating transit corridors, bus system growth scenarios, and the integration of multiple systems and modes for operational efficiency across multiple jurisdictions.
    - Experience with public engagement or outreach, public relations, public education, and communication related to public transit.
    - Demonstrated understanding of transit planning and processes to convene and develop multi-jurisdictional implementation strategies that integrate into a larger context of transportation and planning.
    - Include a description of the firm's in house capabilities and any outsourcing services anticipated.
  - **Key Team Professionals**
    - Identify key individuals to be assigned, their education, credentials, experience. Experience summaries of these key individuals shall be provided, with emphasis on previous experience on similar projects in similar roles and degree of familiarity with North Carolina planning policies and law. Resumes of these key individuals will not

count towards the page limit and must be included in ATTACHMENT A: PERSONNEL.

- Completed version of ATTACHMENT A: PERSONNEL
- Completed Version of ATTACHMENT B: RESPONDENT REFERENCES
- Completed Version of ATTACHMENT C: LOCATION OF WORKERS UTILIZED BY RESPONDENTS
- Completed and signed version of ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION
- ATTACHMENT E: CERTIFICATION OF INSURANCE: WORKERS COMPENSATION AND GENERAL LIABILITY
- ATTACHMENT F: CONTRACT CONCERNS

## 6.0 Evaluation and Selection Processes

Evaluation and selection of Qualified Firms will be based on the general criteria outlined below. A review committee will be composed of FBRMPO Staff, staff from counties included in the study, NCDOT Transportation Planning Branch staff, and a few additional key stakeholders that will review each proposal and rate them on a standardized form. The form may consist of the following categories:

1. Qualifications and relevant experience of the Firm and its personnel including relevant current/past projects along with familiarity with NC transportation planning policies (20%)
2. Demonstrated knowledge of, and experience with, the development of multi-jurisdictional regional transit plans, knowledge of national best practices, and ability to join local and sub-regional interests to create a regionally coordinated transit system (25%)
3. Experience in stakeholder engagement, prioritization, and implementation strategies that are clear and can generate action along with successful experience in transit-related communications (25%)
4. Current and prior client references (10%)
5. Past record of economical and efficient management of the above-mentioned projects, including completion of required deliverables (15%)
6. Inclusion of required attachments and conformity to FBRMPO requirements (5%)

Selection for this study will be with the best qualified Firm as determined solely by the Selection Committee based on the submitted statement of qualifications that is in the best interest of the FBRMPO. The FBRMPO will enter into contract negotiations with this firm, if negotiations fail, the FBRMPO will terminate such negotiations and enter into negotiations with the next best qualified Firm. The Selection Committee may elect to shortlist the firms and conduct written or oral discussions as necessary to determine the best qualified Firm.

## 7.0 Requirements

This Section lists the requirements to be included in a future Contract related to this RFQ. By submitting a Proposal, the Respondent agrees to meet all stated requirements in this Section as well as any other specifications, requirements, and terms and conditions stated in this RFQ. If a Respondent is unclear about a requirement or specification or believes a change to a requirement would allow for the FBRMPO to receive a better Proposal, the Respondent is urged and cautioned to submit these items in the form of a question during the

question and answer period. If a Respondent has concerns about an element in this Section, list those concerns and anticipated solutions as part of the RFQ Proposal.

### **Federal, State, Other Requirements**

- **Contract Term:** Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms as noted in 2 CFR Subpart D (200.321). (a) The non-federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority business and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses and women's business enterprises are solicited when they are potential sources; (3) Dividing total requirements when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.
- **Performance:** The Respondent's attention is directed to the need for the timely performance of services as some funds are time limited and must be spent during given deadlines. All consultant teams and sub-contractors must be pre-qualified with the NCDOT for the type of work that is being performed prior to entering into a contract to perform this work. Public outreach shall adhere to all federal and state DOT policies related to Title VI.
- **Personnel Requirements:** During performance of the contract, the Respondent shall provide qualified and trained personnel capable to satisfy all requirements of the scope. The specific individuals and sub-consultants listed in the proposal and assigned to key positions must not be removed or replaced without prior written approval of the FBRMPO.
- **Financial Stability:** The selected firm must have the financial ability to undertake the work and assume the liability along with an adequate accounting system to identify costs chargeable to the project.
- **Fulfillment:** If through any cause, the Respondent shall fail to fulfill in timely and proper manner the obligations under the contract, the FBRMPO shall thereupon have the right to terminate the contract by giving ten (10) days written notice to the Respondent of such termination and specifying the reason and the effective date thereof. Respondent shall not commence any new work after receiving notice of termination and shall be entitled only to compensation for work completed or in progress at that time. Notwithstanding, the Respondent shall not be relieved of liability to FBRMPO for damages sustained by FBRMPO by virtue of any breach of the contract. The FBRMPO may withhold payment due to the Respondent for disputed items until such time as the dispute is resolved.
- **Invoices:** Respondent shall invoice FBRMPO on a monthly basis and will include all requirements outlined on the executed contract between FBRMPO and Respondent. At a minimum, invoices will include Respondent's Billing Address, Invoice Number, Customer Account Number, and other items as specified in the final contract with FBRMPO.
- **Iran Divestment Act and Israel Boycott:** FBRMPO staff are responsible for verifying that the contractor is not listed on the Iran Divestment List or the Companies Boycotting Israel Final Divestment List published by the NC State Treasurer pursuant to N.C.G.S. 147-86.60 and 147-86.82. The FBRMPO shall not contract with any company or their affiliates listed on any of these divestment lists.

- Contracts funded with federal grant or loan funds must be procured in a manner that conforms with all applicable Federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200).
- Contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms as noted in 2 CFR Subpart D (200.321). (a) The non-federal entity must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority business and women’s business enterprises on solicitation lists; (2) Assuring that small and minority businesses and women’s business enterprises are solicited when they are potential sources; (3) Dividing total requirements when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.
- **Debarment and Suspension (Executive Orders 12549 and 12689)**—A contract award must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2CFR 180 that implement Executive Orders 12549 (3CFR part 1986 Compl, p. 189) and 12689 (3 CFR part 1989 Compl, p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence 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 by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Non-Federal awards.
- **Record Retention Requirements for Contracts Paid for with Federal Funds-2 CFR §200.333:** When federal funds are expended by FBRMPO for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR§200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- Any Firm wishing to be considered must be properly registered with the Secretary of State of North Carolina, and possess appropriate professional licenses and certifications. The contract will be subject to North Carolina law.
- **Insurance:** The Successful Firm (Contractor) agrees to keep and maintain for the duration of this Agreement including but not limited to commercial general liability, professional liability, auto liability, workers’ compensation, employer’s liability, with at least the minimum limits shown below. **Contractor shall provide evidence of insurance coverage consistent with this requirement prior to contract award.** The Contractor shall furnish the FBRMPO with certificates of insurance for each type of insurance described herein, with the FBRMPO listed as Certificate Holder and as an additional insured on the Contractor’s general liability policy. In the event of bodily injury, property damage, or financial loss

caused by the Contractor's negligent acts or omissions in connection with Contractor's services performed under this Agreement, the Contractor's Liability insurance shall be primary with respect to any other insurance which may be available to the FBRMPO, regardless of how the "Other Insurance" provisions may read. No work shall be performed until the Contractor has furnished to the Council the above referenced certificates of insurance and associated endorsements, in a form suitable to the FBRMPO.

Commercial General Liability:	\$1,000,000 per occurrence
Professional Liability:	\$1,000,000 per claim-made
Auto Liability:	\$1,000,000 combined single limit
Workers' Compensation:	Statutory
Employer's Liability:	\$100,000

- **Indemnification:** The Successful Firm (Contractor) shall indemnify, defend and hold harmless the FBRMPO and its subsidiaries, divisions, officers, directors and employees from all liability, loss, costs, claims, damages, expenses, attorney fees, judgments and awards arising or claimed to have arisen, from any injury caused by, or allegedly caused by, either in whole or in part, any act or omission of the Contractor or any employee, agent or assign of the Contractor. This provision is not applicable to any claim arising out of or related to any active or primary negligence of or by the FBRMPO, its officers or employees. Nothing herein shall be construed as a waiver on the part of the FBRMPO to any defense of any claim, including, but not limited to the defense of governmental immunity.
- **Ownership of Work Products:** The FBRMPO shall have exclusive ownership of all intellectual property rights in all designs, plans and specifications, documents and other work product prepared by, for, or under the direction of the selected firm pursuant to any contract under this RFQ (collectively, the "Intellectual Property"), including without limitation the right to copy, use, disclose, distribute, and make derivations of the Intellectual Property for any purpose or to assign such rights to any third party.
- **The Intellectual Property** shall be prepared in the FBRMPO's name and shall be the sole and exclusive property of the FBRMPO, whether or not the work contemplated therein is performed. The FBRMPO will grant the firm a royalty-free, non-exclusive license to use and copy the Intellectual Property to the extent necessary to perform the contract.
- **E-Verify Employer Compliance:** The Selected Firm and their subcontractors with 25 or more employees as defined by Article 2 of Chapter 64 of the NC General Statutes must comply with E-Verify requirements to contract with governmental units. E-Verify is a Federal program operated by the United States Department of Homeland Security and other federal agencies, or any other equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. E-Verify can be accessed through this link: <http://www.uscis.gov/e-verify/employers>
- All interested firms and subs should be prequalified with the North Carolina Department of Transportation (NCDOT) as a Private Consulting Firm. Additionally, the Selected Firm will be required to become a Registered Vendor with NCDOT.
- As an NCDOT/FHWA funded project, the selected firm will be required to submit a detailed man-hour estimate, wage rates, overhead, cost of capital, other miscellaneous expenses, and fees in accordance with NCDOT's "Policies and Procedures for Procurement and Administration of Major Professional or Specialized Services Contracts," and other current standards. The negotiated contract will be submitted to the Office of Inspector General, Consultant Audit Unit for review prior to issuance of an NTP.

## Disclosures

French Broad River Metropolitan Planning Organization reserves the following rights:

- Modify or cancel selection process or schedule at any time.
- Waive minor irregularities.
- Reject any and all responses to this RFQ and to seek new submittals if it is in the best interest of the Council to do so.
- Seek clarification or additional information from responding firms as it deems necessary to the evaluation of the response.
- This request does not obligate the FBRMPO to enter into an agreement or pay any costs incurred by firms in preparation and submission of a statement of qualifications.
- Upon receipt by the **FBRMPO**, each proposal becomes the property of the **FBRMPO**. In General, documents that are submitted as part of the response to this RFQ will become public records, and will be subject to public disclosure. North Carolina General Statutes Section 132-1.2 and 66-152 provide a method for protecting some documents from public disclosure. If the responding firm follows the procedures prescribed by those statutes and designates a document “confidential” or “trade secret,” the **FBRMPO** will withhold the document from public disclosure to the extent that it is entitled or required to do so by applicable law. Any firm that designates its entire proposal as a trade secret may be disqualified from consideration. In submitting a proposal, each firm agrees that the FBRMPO may reveal any trade secret materials contained in such response to all FBRMPO staff and officials involved in the evaluation process and to any outside consultant or other third parties who serve on the evaluation committee or who are hired by FBRMPO to assist in the evaluation process. If FBRMPO determines that a document that the Respondent has designated “confidential” or “trade secret” is not entitled to protection from public disclosure, FBRMPO will provide notice of that determination to the contact person designated by the firm, in any reasonable manner that FBRMPO can provide such notice, at least 5 business days prior to its public disclosure of the document.
- By submitting to the FBRMPO a document that the firm designates as “confidential” or “trade secret,” the firm agrees that in the event a third party brings any action against the FBRMPO or any of its officials or employees to obtain disclosure of the documents, the firm will indemnify and hold harmless the FBRMPO and each organization’s affected officials and employees from all costs, including attorney’s fees, incurred by or assessed against any defendant, of defending against such and assume all responsibility for defending against it, and that the firm’s failure to do so will relieve the FBRMPO of all further obligations to protect the confidentiality of the document.
- Selection of a Firm by the FBRMPO in response to the Request for Qualifications for professional services does not guarantee these services will be required. The FBRMPO maintains sole discretion in assigning projects, if any, to the selected Firm(s) throughout the term of the contract. The FBRMPO, additionally reserves the right to issue future Request for Qualifications, as may be needed and to solicit responses from firms not selected as part of this process.

## **ATTACHMENT A: PERSONNEL**

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Respondents must provide resumes for key personnel that will work on the project. In addition, provide the billable rate for key personnel, location of duty station, and miles from the FBRMPO offices.

**ATTACHMENT B: RESPONDENT REFERENCES**

Respondent **must** provide a minimum of three (3) references for whom you have performed similar services as described herein. Include the name of the firm, applicable project, length of time Respondent provided services, a contact person, address, e-mail address and telephone number. **Note:** E-mail addresses must be valid. Failure to provide a valid email may subject the Respondent's Proposal to rejection.

1) Firm/Company Name: \_\_\_\_\_

Applicable Project: \_\_\_\_\_ Years of Service: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_ Email address: \_\_\_\_\_

2) Firm/Company Name: \_\_\_\_\_

Applicable Project: \_\_\_\_\_ Years of Service: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_ Email address: \_\_\_\_\_

3)

4) Firm/Company Name: \_\_\_\_\_

Applicable Project: \_\_\_\_\_ Years of Service: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_ Email address: \_\_\_\_\_

**ATTACHMENT C: LOCATION OF WORKERS UTILIZED BY RESPONDENT**

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In accordance with NC General Statute 143-59.4, the Respondent shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside of the United States in the performance of the contract. The FBRMPO will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award. Please complete items a, b, and c below.

- a) **Will any work under the awarded contract be performed outside the United States?**  YES  NO

If the Respondent answered "YES" above, Respondent shall complete items 1 and 2 below:

1. List the location(s) outside the United States where work under the awarded contract will be performed by the Respondent, any sub-Contractors, employees, or other persons performing work under the awarded contract.
  
2. Describe the corporate structure and location of corporate employees and activities of the Respondent, its affiliates or any other sub-Contractors that will perform work outside the U.S.

- b) **The Respondent agrees to provide notice, in writing to the FBRMPO, of the relocation of the Respondent, employees of the Respondent, sub-Contractors of the Respondent, or other persons performing services under the awarded contract outside of the United States.**  YES  NO

NOTE: All Respondent or sub-Contractor personnel providing call or contact center services to the FBRMPO under the awarded contract **shall** disclose to inbound callers the location from which the call or contact center services are being provided.

- c) **Identify all U.S. locations at which performance will occur, including primary office locations of the key personnel listed in Respondent's Proposal and distance in miles from the FBRMPO offices at 339 New Leicester Highway Ste 140, Asheville, NC 28806**

Respondent: \_\_\_\_\_

**ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION**

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Name of Respondent: \_\_\_\_\_

The undersigned hereby certifies that: [check all applicable boxes]

- The Respondent is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: \_\_\_\_\_

- The Respondent has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.
- The Respondent is current in all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.
- The Respondent is not the subject of any current litigation or findings of noncompliance under federal or state law.
- The Respondent has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of the awarded contract.
- He or she is authorized to make the foregoing statements on behalf of the Respondent.

**Note:** This shall constitute a continuing certification and Respondent shall notify the Contract Lead within 15 days of any material change to any of the representations made herein.

**If any one or more of the foregoing boxes is NOT checked, Respondent shall explain the reason in the space below (and on a separate sheet if needed):**

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Signature      Date

Printed Name    Title

**This Certification must be signed by an individual authorized to speak for the Respondent.**

*Respondent:* \_\_\_\_\_

**ATTACHMENT E: CERTIFICATION OF INSURANCE: WORKERS COMPENSATION AND  
COMMERCIAL GENERAL LIABILITY**

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Respondents should attach proof of insurance for the type of work solicited in this RFQ, including, but not limited to Workers Compensation and Commercial General Liability coverage.

*Respondent:* \_\_\_\_\_

## **ATTACHMENT F: CONTRACT CONCERNS**

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Respondents should use this space to outline concerns and suggested solutions to any subsection included in Section "Content Requirements for the Statement of Qualifications"

## ATTACHMENT G: INSTRUCTIONS TO RESPONDENTS

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1. **READ, REVIEW AND COMPLY:** It shall be the Respondent's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Respondents or elsewhere in this RFQ document.
2. **LATE QUALIFICATIONS:** Qualifications and/or Statements of Qualifications which are not provided on or before the deadlines set forth in the RFQ, regardless of cause, will not be considered, and will automatically be disqualified from further consideration. It shall be the Respondent's sole responsibility to ensure delivery at the designated office by the designated time.
3. **ACCEPTANCE AND REJECTION:** The FBRMPO reserves the right to seek clarification of any Proposal, reject any and all Qualifications, to waive any informality in Qualifications and, unless otherwise specified by the Respondent, to accept any item in the Proposal.
4. **BASIS FOR REJECTION:** FBRMPO reserves the right to reject any and all offers, in whole or in part, by deeming the offer unsatisfactory as to quality or quantity, delivery, or service offered, non-compliance with the requirements or intent of this solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to the FBRMPO, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of the FBRMPO.
5. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this solicitation or in any resulting contract, the order of precedence shall be (high to low) (1) the executed contract between FBRMPO and Respondent; (2) requirements and specifications in Sections 2, 4, and 5 of this RFQ; and (3) Respondent's Proposal.
6. **RECYCLING AND SOURCE REDUCTION:** It is the policy of the FBRMPO to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The Respondent remains responsible for providing packaging that will adequately protect the commodity and contain it for its intended use. Respondents are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable.
7. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the FBRMPO will maintain confidential trade secrets that the Respondent does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Respondent, with specific trade secret information enclosed in boxes or similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Respondent may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled as confidential constitutes a representation by the Respondent that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Respondents are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible.

8. **COMMUNICATIONS BY RESPONDENTS**: In submitting its Proposal, the Respondent agrees not to discuss or otherwise reveal the contents of its Proposal to any source, government or private, outside of the using or issuing agency until after the award of the contract or cancellation of this RFQ. All Respondents are forbidden from having any communications with the FBRMPO staff, FBRMPO delegates, or any other representative of the FBRMPO concerning the solicitation, during the evaluation of the Qualifications (i.e., after the opening of the Qualifications and before the award of the contract), unless the FBRMPO directly contacts the Respondent(s) for purposes of seeking clarification or another reason permitted by the solicitation. A Respondent shall not: (a) transmit to FBRMPO any information commenting on the ability or qualifications of any other Respondent to provide the advertised good, equipment, commodity; (b) identify defects, errors and/or omissions in any other Respondent's Proposal and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation and/or award of the contract that is the subject of this RFQ. Respondents not in compliance with this provision may be disqualified, at the option of the FBRMPO, from the contract award. Only those communications with the using agency or issuing agency authorized by this RFQ are permitted.
9. **WITHDRAWAL OF PROPOSAL**: A Proposal may be withdrawn only in writing and actually received by FBRMPO prior to the time for the opening of Qualifications identified on the cover page of this RFQ (or such later date included in an Addendum to the RFQ). A withdrawal request shall be on Respondent's letterhead and signed by an official of the Respondent authorized to make such request. Any withdrawal request made after the opening of Qualifications shall be allowed only for good cause shown and in the sole discretion of the FBRMPO.
10. **INFORMAL COMMENTS**: The FBRMPO shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the FBRMPO during the competitive process or after award.
11. **COST FOR PROPOSAL PREPARATION**: Any costs incurred by Respondent in preparing or submitting Qualifications are the Respondent's sole responsibility; the FBRMPO will not reimburse any Respondent for any costs incurred prior to award.
12. **RESPONDENT'S REPRESENTATIVE**: Each Respondent shall submit with its Proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the Respondent's Proposal.

