



REGIONAL SERVICES • COMMUNITY FOCUSED

Southern Georgia Regional Commission

REQUEST FOR QUALIFICATIONS AND PROPOSALS

PROFESSIONAL CONSULTING SERVICES: TRANSPORTATION PLANNING PROGRAM ADMINISTRATION AND TECHNICAL ASSISTANCE

The Southern Georgia Regional Commission (SGRC) is requesting proposals for professional consulting services for program administration and technical assistance in support of performing the following:

- Work elements of the Valdosta-Lowndes Metropolitan Planning Organization Unified Planning Work Program (UPWP).
- The Georgia Department of Transportation/SGRC Transportation-related Services Program (Bicycle and Pedestrian Safety Planning).
- Optional: Administration of the SGRC Transportation Department Public Participation and Engagement programs (includes VLMPO, 5303, 5304, Bicycle/Pedestrian Safety areas).

The SGRC is interested in contracting with a qualified consultant to administer and assist in performing technical work elements of VLMPO's UPWP for Fiscal Year 2021 (ending June 30, 2021), the GDOT Bicycle/Pedestrian Safety Scope of Work for FY2021 (ending August 31, 2021), and optionally the various public participation and engagement efforts for FY2021 (ending June 30, 2021) with up to two optional one-year extensions. The preferred qualifications of the consultant, in order of priority is previous experience working with RC's and MPO's in Georgia, previous experience preparing report required by FTA, FHWA and GDOT from RC's and MPO's, and qualifications of the project team.

The RFQ/P is available on SGRC's website: <https://www.sgrc.us/rfps.html>.

RFQ/P is due **March 5, 2021** by 4:00 PM prevailing local time at the SGRC Offices located at 1937 Carlton Adams Drive, Valdosta, Georgia 31601.

Date of publication: February 9, 2021

This publication was prepared in cooperation with the Department of Transportation, State of Georgia, and Federal Transit Administration. The opinions, findings, and conclusions in these publications are those of the author(s) and not necessarily those of the Department of Transportation, State of Georgia, or the Federal Transit Administration.

Visit our website for the most up-to-date information and downloadable documents at www.sgrc.us.

SGRC and VLMPO are committed to assuring full compliance with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance.

These laws include but are not limited to Title VI of the Civil Rights Act of 1964 ("Title VI"), the Civil Rights Restoration Act of 1987 (P.L. 100.259), Section 162 (a) of the Federal-Aid Highway Act of 1973 (23 USC 324) (sex), Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended.

SGRC/VLMPO does not discriminate against persons in the provision of its programs, services or activities.

SGRC and the SGRC on behalf of VLMPO is a recipient of federal grants from the US Department of Transportation and therefore the following statement shall be included in all solicitations:

"The Recipient (SGRC on behalf of VLMPO) in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d- 42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award."

Contents

Introduction.....	4
Questions.....	4
In General.....	4
Regional Context and Existing Conditions	4
Scope of Work and Tasks	5
Content of Proposals.....	6
Executive Summary.....	6
Experience and Ability and Additional Proposal Requirements	6
Past Performance	6
Understanding of the Project Requirements.....	7
Cost Proposal	7
Additional Requirements.....	7
Submission.....	8
Evaluation and Selection.....	8
Evaluation Criteria	8
Selection Committee.....	9
Requirements and Selection Process	9
Proof of Insurance	9
Disqualification	9
Protests.....	10
Grant Requirements	10
Form of Contract.....	10
Amendments to the Contract.....	10
EXHIBIT A: GENERAL INFORMATION FORM	14
EXHIBIT B: DBE UTILIZATION FORM.....	15
EXHIBIT C: CERTIFICATION OF ELIGIBILITY TO PROPOSE	16
EXHIBIT D: CERTIFICATION OF NON-COLLUSION	17
EXHIBIT E: DRAFT CONTRACT LANGUAGE	18
EXHIBIT F: REQUIRED CONTRACT CLAUSES	27
EXHIBIT G: FEE SCHEDULE.....	31
EXHIBIT H: BICYCLE AND PEDESTRIAN SAFETY PLANNING SCOPE OF WORK.....	33

Introduction

RFQ/P is due March 5, 2021 at 4:00 PM prevailing local time.

For the purposes of this contract and project, SGRC and SGRC on behalf of VLMPO must comply with funding rules and regulations of the Federal Highway Administration (FHWA), Federal Transit Administration (FTA) and the Georgia Department of Transportation (GDOT) as well as other federal, state and local funding sources. The SGRC is an Equal Opportunity Employer. Disadvantaged Business Enterprises are encouraged to submit proposals and no proposer will be subject to discrimination based on race, color, religion, ancestry, national origin, age, gender, handicap, sexual orientation, veteran's status, or other protected class, as identified by law, in consideration of an award of contract.

The SGRC's Disadvantaged Business Enterprises (DBE) plan is race neutral with the use of DBEs and small businesses is encouraged.

SGRC reserves the right to waive any minor informality, or to issue addenda to this RFQ/P. Any addenda and/or responses to questions received in writing will be posted on the SGRC website (<https://www.sgrc.us/rfps.html>) no later than close of business on **February 25, 2021**.

Questions

Questions concerning this RFQ/P must be submitted in writing, may be hand delivered, mailed, or emailed to Corey Hull (chull@sgrc.us). All responses to questions will be posted on the SGRC website (<https://www.sgrc.us/rfps.html>) no later than close of business on **February 25, 2021**.

Questions concerning the RFQ/P will be accepted through close of business on **February 24, 2021** and written responses will be answered no later than close of business on **February 25, 2021** by posting them to the website where the RFQ/P has been posted.

In General

The SGRC is interested in contracting with a qualified consultant to augment staff in administering and performing the following:

- Work elements of the Valdosta-Lowndes Metropolitan Planning Organization Unified Planning Work Program (UPWP).
- The Georgia Department of Transportation/SGRC Transportation-related Services Program (Bicycle and Pedestrian Safety Planning).
- Optional: Administration of the SGRC Transportation Department Public Participation and Engagement programs (includes VLMPO, 5303, 5304, Bicycle/Pedestrian Safety areas).

The preferred qualifications of the consultant, in order of priority is previous experience working with RC's and MPO's in Georgia, previous experience preparing report required by FTA, FHWA and GDOT from RC's and MPO's, and qualifications of the project team.

Regional Context and Existing Conditions

The Southern Georgia Regional Commission is a regional planning and intergovernmental coordination agency which serves 45 municipalities and 18 counties in Southern Georgia. In 2003,

the SGRC was designated as the Metropolitan Planning Organization for the Valdosta Urbanized Area. The VLMPO planning area includes all or portions of 4 counties and 6 cities.

Like many communities throughout the United States, the Southern Georgia area has a variety of challenges related to bicycle and pedestrian concerns, infrastructure vulnerability and resiliency, crash analysis to invest in a safe transportation system, and to adequately inform and involve the public in all aspects of transportation planning.

Scope of Work and Tasks

The Fiscal Year 2021 Unified Planning Work Program (UPWP)

- The Southern Georgia Regional Commission (SGRC) seeks to augment its staff efforts in performing administrative and technical work tasks in carrying out the VLMPO's metropolitan transportation planning process as outlined in 23 CFR 450, The staff augmentation will be managed through task work orders executed by the SGRC Executive Director or their designee and the selected consultant. The selected consultant will demonstrate experience and proficiency in performing any and all tasks assigned by task work order in fulfillment of SGRC's contractual requirements under the 2021 UPWP, and subsequent UPWP's in the event of the optional contract extensions provided for herein. Priority tasks in the FY2021 UPWP include:
 - The FY2021 UPWP for the VLMPO (<https://www.sgrc.us/mpo-work-program.html>) describes the transportation planning activities supporting the development of a Hazard Mitigation Plan to identify transportation infrastructure that might be susceptible to extreme weather events. The analysis for this project has been started by former staff members using the FHWA Vulnerability Assessment and Adoption Framework and Vulnerability Assessment Scoring Tool.
 - The UPWP also describes an annual crash analysis to be completed to identify future projects for inclusion in the metropolitan transportation plan or to be implemented by local or state agencies.
 - Additional tasks assigned by task work order included other tasks in the FY21 UPWP and/or subsequent UPWPs, should the consultant contract be extended.

The FY2021 Bicycle and Pedestrian Safety program

- The SGRC seeks to augment its staff efforts in performing administrative and technical work tasks in carrying out the SGRC's regional bicycle and pedestrian safety planning efforts as outlined in the attached contract scope of work (see Exhibit H).
 - Priority will be given to items 1, 8, 9, and 10.
 - These tasks must be completed by August 31, 2021.
 - Additional tasks assigned by task work order included other tasks in the FY21 Scope of Work and/or subsequent annual Scopes of Work, should the consultant contract be extended.

Optional: Various Public Participation and Engagement Efforts for FY2021

- The SGRC seeks to augment its staff efforts in performing technical work tasks to carryout out engagement and outreach efforts as outlined in the VLMPO Participation Plan and FY2021 Bicycle and Pedestrian Safety Program Scope (specifically item #9 in Scope) through regular (daily, weekly, monthly) in-person and virtual engagement techniques that maximize virtual participation to build an engaged audience.
 - The proposer will also include ways to train SGRC staff to complete this work, once

the staff capacity has reached a point that staff augmentation is no longer needed.

- The proposal should outline a strategy and technique the proposer will follow to implement these public participation and engagement efforts.
- This item should be outlined separately from the other items in this RFQ/P Scope in both the narrative proposal and separate cost proposal.
- The SGRC reserves the right to not award this Optional Scope item along with the other Scope task orders, but may award it at a future date pending annual renewal of the contract.

Content of Proposals

The consultant must provide a proposal that meets or exceeds all requirements listed in this RFQ/P. The following specific elements should be included:

Executive Summary

Present a brief summary describing the proposal and your companies capabilities to fulfill the scope of work. Give the names of the person(s), address(es), telephone and e-mail address of the staff proposed to work on these tasks. The summary must be limited to a maximum of two pages and the signer of the proposal must declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal proponent.

Experience and Ability and Additional Proposal Requirements

This RFQ/P is for program administration technical assistance in performing the work elements of the VLMPO UPWP and other agreements the SGRC has with GDOT. The SGRC has the right to increase or decrease the Contractor's assignment and/or areas of operation within the scope of this contract.

The proposal should provide a detailed outline of how work will be accomplished.

At a minimum the proposal should include the following information:

- Organizational Chart
- Information describing company's technical and analytical capabilities
- Training and experience (list all certifications)
- Resumes of personnel who will work on project
- At least three references on similar projects
- Other unique services your company can provide

Include any pertinent information needed to determine the proposer's experience and ability to perform the anticipated work.

Past Performance

The proposers shall include a list of consulting services similar to the Statement of Work specified in the RFQ/P currently in place or completed with the past five years. Include any pertinent information needed to determine the proposer's past performance.

The proposal will address how the proposers have previously managed tracking the information required in the scope of work. For each of the above items the proposers shall include details of the project such as: the public agency, their contact, all pertinent phone numbers and dollar amounts. The proposers shall provide information necessary to investigate the work with the public or private agency.

The proposers shall provide at least three (3) references for contracts of a similar size and scope, (if

available) including at least two references for current contracts or those awarded during the past five years. Include the name of the organization, the length of the contract, a brief summary of the work, and the name and telephone number of a responsible contact person. Also provide a description of any conflicts occurring over the last five (5) years with these or any other contract for similar work.

Understanding of the Project Requirements

The proposers shall provide their interpretation of what is required to meet the needs of the SGRC/VLMPO. The proposer will use this document, their knowledge and experience to develop their understanding of this project. The proposers are urged to develop scenarios or examples to fully explain their position.

Cost Proposal

The proposal shall include a cost proposal (See Exhibit G herein) in a separately sealed envelope. The cost proposal will be evaluated and scored in accordance with scoring criteria. By submitting a response, the proposer agrees that it has read, understood and will submit a proposal by the following instructions/rules:

1. Cost proposals containing a minimum order/ship quantity or dollar value, unless otherwise noted in the RFQ/P, will be treated as non-responsive and may not be considered for award; and
2. In the event there is discrepancy between the proposer's unit price and extended price, the unit price shall govern; and
3. In the event there is a discrepancy between (1) the proposer's pricing as quoted on the RFQ/P's provided cost worksheet and (2) the proposer's pricing as quoted by the proposer in one or more additional documents, the former shall govern; and
4. The prices quoted and listed in the cost proposal shall be firm throughout the term of the resulting contract, unless otherwise noted in the RFQ/P or contract.

Invoicing and Status Reports shall be submitted quarterly and within 30 days after end of the respective quarter.

Additional Requirements

The following additional requirements shall be included:

1. Each Proposal shall be typed and should be concise but comprehensive.
2. Required certifications must be completed, signed, and submitted with each proposal. (Exhibits A, B, C, & D.)
3. Proposals shall start with a transmittal letter signed by the principal followed by a Table of Contents.
4. Proposals submitted in response to this RFQ/P must remain firm for a period of sixty (60) days following the deadline for submission for this RFQ/P.
5. The bidder will describe how they plan to incorporate the DBE and/or small business participation. See SGRC DBE Policy:
(<https://www.sgrc.us/documents/opportunities/d89b81a4a903c3051284435f3c1071e8.pdf>)
6. Proposals may also include any miscellaneous information.

Submission

Five (5) hard copies and one (1) digital copy on a USB drive. RFQ/P's shall be submitted in a sealed envelope marked "**RFQ/P FY21 SGRC PROFESSIONAL CONSULTING SERVICES: TRANSPORTATION PLANNING**" no later than **March 5, 2021 at 4:00 PM** prevailing local time.

to:

Corey Hull, Transportation Director
Southern Georgia Regional Commission
1937 Carlton Adams Dr.
Valdosta, GA 31601

Evaluation and Selection

It is the SGRC's intent to evaluate the proposals based on technical merit and price. It is the intent of the SGRC to choose the proposer whose proposal provides the highest value to the SGRC/VLMPO. The SGRC reserves the right to waive any irregularities, reject any and/or all proposals, in whole or in part, when, in the SGRC's opinion, such rejection is in the best interests of the SGRC/VLMPO.

Evaluation Criteria

Each proposal will be reviewed by a selection committee of qualified individuals. Their proposal review and evaluation will be subjective; however, the weighing values are established to minimize that subjectivity. The following delineates the value attributed to each section.

<u>Section</u>	<u>Weight</u>
Company/Personnel Experience	25%
Project Understanding/Approach	25%
Past Performance	25%
Technical Total	75%
Fee	25%
Total	100%

Note: While the evaluation team will review the proposal in its entirety and may consider anything, they find relevant, particular emphasis is placed on the following:

Current Project Knowledge – knowledge of current location/site analysis technology, practices and procedures.

Company Experience – detailed information relative to the proposer's general qualifications as well as specific to this project; past performance record on similar work, corporate history and team organization.

Project Understanding – provision of adequate, specific, information regarding the proposer's technical approach to this project. Such information shall include, but not be limited to:

Selection Committee

The Selection Committee will consist of a four-person panel from SGRC staff, including the SGRC Transportation Director, Assistance Financial Manager, Regional Transportation Planner, and Planning Director. The Transportation Director will moderate the selection process.

Requirements and Selection Process

1. The proposals will be ranked using the evaluation criteria.
2. Negotiations concerning scope and fee will be conducted with the most qualified offeror. If agreement is not reached with the most qualified offeror, the negotiations will be held with the next most qualified offeror.
3. Confidentiality will be maintained during the selection process.
4. The offeror with whom negotiations are conducted will be given reasonable opportunity to support and clarify its proposal.
5. Unsuccessful offerors will be notified at the earliest practicable time that their proposals are no longer being considered.
6. Award will be made to the offeror whose proposal will be the most advantageous to the SGRC/VLMPO. The SGRC reserves the right not to make an award.
7. Respondents are advised that the Executive Director for SGRC is solely responsible for the award of the Contract.
8. Any respondent who communicates with any SGRC and/or VLMPO elected members, the press or engages the services of any individual or firm for the purposes of influencing the outcome of the proposal process will be disqualified from further consideration.

Proof of Insurance

The primary firm must include evidence in the proposal that he or she maintains the following minimum insurance:

- a. Workmen's Compensation Insurance in accordance with the laws of the State of Georgia.
- b. Public Liability Insurance as follows:
 - i. Each Occurrence Limit: \$1,000,000.00
 - ii. Personal Injury/Death Limit: \$1,000,000.00
 - iii. General Aggregate Limit: \$2,000,000.00
 - iv. Products/Completed Ops.: \$2,000,000.00
Aggregate Limit
 - v. Automobile Liability Limit: \$1,000,000.00 (combined single limit)
 - vi. Umbrella Liability: \$2,000,000.00

Insurance shall be maintained in full force and effect during the life of the contract, or amendments hereto, and shall protect the DESIGN A TED AGENCY, its employees, agents and representatives from claims for damages, for personal injury, and death and for damages arising in any manner from the negligent or wrongful acts or failures to act by DESIGNATED AGENCY, its employees, agents, or representatives in the performance of the work covered by the contract, or amendments hereto.

Disqualification

The SGRC will disqualify any proposal it determines to be unresponsive, including, but not limited to the following:

1. Proposals that fail to meet the minimum requirements listed within this RFQ/P.
2. Proposals that are received after the submission deadline.
3. Proposals in which consultants misrepresent goods or services or provide demonstrably false information.
4. Proposals that identify individuals which are currently subject to State or Federal debarment order or determination.

Protests

The SGRC's policy and procedure for the administrative resolution of protests is set forth in the Procurement Policy found here: <https://www.sgrc.us/rfps.html>".

Grant Requirements

The selected Firm agrees to comply with all applicable state, and local laws, rules and regulations, all as amended, in the performance of its contract with SGRC. The selected Consultant acknowledges and agrees that the contract by and between the SGRC and the selected Consultant shall include certain contract provisions required by the SGRC, Georgia Department of Transportation and Federal Highway Administration, Federal Transit Administration, Code of Federal Regulations, all as amended. Such contract shall be construed under, governed by, and enforced in accordance with law without regard to conflict of law or choice of law principles.

Form of Contract

Preparation of contract shall be the responsibility of the selected Firm. SGRC, GDOT, FHWA and FTA require that specific clauses accompany federally funded projects executed utilizing federal funds. Consultants should be prepared to abide by the necessary clauses and include each verbatim and unaltered in a potential contract (see Exhibits E and F).

Amendments to the Contract

SGRC reserves the right to negotiate mutually acceptable amendments to the Contract arising from the RFQ/P and with respect to the addition of services that are consistent with the services solicited by the RFQ/P. The right to negotiate mutually acceptable amendments applies for the term of this Contract and any extensions.

Terms and Conditions

1. The SGRC, reserves the right to reject any and all proposals for failure to meet the requirements contained herein, to waive any technicalities, and to select the proposal, which, in the SGRC's sole judgment, best meets the requirements of the project.
2. The SGRC reserves the unqualified right, in its sole and absolute discretion, to suspend or abandon this RFQ/P process at any time, with no recourse for any Respondent.
3. SGRC is requesting responses to this RFQ/P pursuant to its determination that such a process best serves the interests of the SGRC and the public, and not because of any legal requirement to do so.
4. SGRC reserves the unqualified right to amend the terms of this RFQ/P at any time, and to solicit and accept modifications to any Proposal (up to the final RFQ/P proposal due date) when it is in the best interest of the SGRC to do so.
5. SGRC reserves the right to award a contract based upon proposals received without further

discussion or negotiation. Proposers should not rely upon the opportunity to alter their Proposal during discussions.

6. Inspection – Proposer's shall permit, if requested, authorized representatives of the SGRC to inspect a Proposer's data, facilities, equipment and records relating to this RFQ/P. Unsubstantiated statements or the refusal to permit audit or inspection may cause the Proposer to be deemed non-responsive.
7. Proprietary Information – All Proposals shall become the property of the SGRC. If any proprietary information is contained in or attached to a proposal, it must be clearly identified as such.
8. Limitation on Funding – The Contract for services resulting from this RFQ/P will be subject to the contract between the SGRC and the availability of on-going funds from the SGRC's funding sources. The Contract for this service is contingent upon receipt of these funds by the SGRC. If funding from these sources is eliminated or decreased, the SGRC reserves the right to terminate the Contract or modify it accordingly.
9. Protest and Appeal Procedures – The procurement procedures and appeal processes are contained in the SGRC Procurement Policy found here: <https://www.sgrc.us/rfps.html>.
10. SGRC reserves the unqualified right, in its sole and absolute discretion, to undertake discussions with one or more respondents or any third party, to waive any irregularities, to waive defects or noncompliance in the filing or contents of any Proposal, and to proceed with that Proposal, or elements of one or more Proposals, if any, which in its sole judgment will, under the circumstances, best serve the SGRC's interest.
11. The information contained in this RFQ/P and in any subsequent addenda or related documents is provided as general information only. The SGRC makes no representations, warranties, or guarantees that the information contained herein is accurate or complete. The furnishing of such information by the SGRC shall not create or be deemed to create any obligation or liability upon it for any reasons whatsoever, and each recipient of the RFQ/P, by submitting a Proposal to the SGRC, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold the SGRC, or any third party who advised or prepared a report for the SGRC, liable or responsible therefore in any manner whatsoever.
12. The SGRC may, at any time, request further information from any Respondent, interview any respondents to more fully understand their responses to this RFQ/P, and require any respondent to arrange a site visit for its Selection Advisory Committee.
13. The SGRC reserves the right, in its sole discretion, to develop the project on any schedule and use any chosen approach.
14. Neither the expression of any respondent's interest, nor the submission of any respondent's qualifications and any documents or other information, nor the acceptance thereof by the SGRC, nor any correspondence, discussions, meetings or other communications between a respondent and the SGRC, nor a determination by the SGRC that the respondent is qualified hereunder, shall:
 - a. Impose any obligation on the SGRC to include the respondent in any such further procedures which the SGRC may utilize prior to the final selection of a respondent.
 - b. Be deemed to impose any obligation whatsoever on the SGRC to select the respondent, or to enter negotiations with the respondent, or
 - c. Entitle the respondents to any compensation or reimbursement for any costs or expenses incurred by the respondent in connection with the respondent's submission hereunder. No costs of responding to the RFQ/P or any addenda thereto, nor of the

attending any subsequent interviews or meetings in connection with this development opportunity, shall be reimbursed by the SGRC.

15. The SGRC may consult individuals familiar with each respondent regarding the respondent's prior operations and development or management projects, financial plan, past performance, experience and qualifications, or other matters, whether or not the specific individuals are identified in the RFQ/P response. Submission of a proposal in response to this RFQ/P shall constitute permission for the SGRC to make such inquiries, and authorization to third parties to respond thereto.
16. The individual responses to this RFQ/P, including all drawings, plans, photos and narrative material shall become the property of the SGRC upon their receipt thereof. The SGRC will maintain the confidentiality of any material that is provided in response to this RFQ/P and clearly marked "Confidential", to the maximum extent possible, in a manner consistent with applicable law. Given the nature of the public records law, respondents should nevertheless be aware that any information given to the SGRC in response to this RFQ/P or any correspondence, discussion, meeting, or other communication between the respondent and the SGRC before, with, or after the submission of the response, either orally or in writing, may not be, or may not be deemed to have been, proprietary or confidential.
17. Neither the members of the SGRC nor any individual member, nor any officer, agent, or employee thereof shall be charged personally by a respondent or any third party with any liability or held liable to it under any term or provision of this RFQ/P nor any statement made herein.
18. The SGRC reserves the unqualified right, in its sole and absolute discretion, to disqualify any team, firm, or individual from any phase or component of the selection process for this development opportunity, due to:
 - a. Felonious or other criminal record in any jurisdiction (domestic or foreign);
 - b. A determination by the SGRC that the respondent has failed to disclose:
 - i. Any matter that materially relates to the fitness or ability of the respondent to perform the work and services associated with this development opportunity, or
 - ii. A conflict of interest; or
 - iii. A determination that such disqualification would serve the public interest.
19. The SGRC reserves the unqualified right to:
 - a. Disqualify any prospective respondent or reject any response at any time solely on the grounds that a real or perceived legal or policy conflict of interest is presented;
 - b. Require any prospective respondent to take any action or supply any information necessary to remove the conflict; or
 - c. Terminate any contract arising out of this RFQ/P if, in the opinion of the SGRC, any such relationship would constitute or have the potential to create a real or perceived conflict of interest.

<u>EXHIBIT A: GENERAL INFORMATION FORM</u>	14
<u>EXHIBIT B: DBE UTILIZATION FORM</u>	15
<u>EXHIBIT C: CERTIFICATION OF ELIGIBILITY TO PROPOSE</u>	16
<u>EXHIBIT D: CERTIFICATION OF NON-COLLUSION</u>	17
<u>EXHIBIT E: DRAFT CONTRACT LANGUAGE</u>	18
<u>EXHIBIT F: REQUIRED CONTRACT CLAUSES</u>	27
<u>EXHIBIT G: FEE SCHEDULE</u>	31
<u>EXHIBIT H: BICYCLE AND PEDESTRIAN SAFETY PLANNING SCOPE OF WORK</u>	33

EXHIBIT A: GENERAL INFORMATION FORM

REQUEST FOR QUALIFICATIONS AND PROPOSALS

**PROFESSIONAL CONSULTING SERVICES:
TRANSPORTATION PLANNING PROGRAM
ADMINISTRATION AND TECHNICAL ASSISTANCE**

(Must be completed and submitted with Proposal)

Name of Organization: _____

Address: _____

Telephone Number: _____

Years in Business: _____

Organization is (check one):

☐ Corporation; ☐ Partnership; ☐ Association; ☐ Joint Venture; ☐ Sole Proprietorship;

☐ Public Agency; ☐ Quasi-Public Agency

Other: (Explain): _____

Organization's Authorized Representative:

Name: _____

Title: _____

Phone: _____

Acknowledgment of received Addenda No(s): _____

The undersigned, being cognizant of the pages, documents and Exhibits concerned herewith agrees to provide the SGRC, with the services described in the **RFQ/P** for **PROFESSIONAL CONSULTING SERVICES: TRANSPORTATION PLANNING**.

The stated Proposal shall be firm for 60 days from the March 5, 2021 deadline for this Proposal.

I hereby affirm that this Proposal is genuine, not a sham or collusive, and is not made in the interest of any person not therein named.

Authorized Signature

Date

EXHIBIT B: DBE UTILIZATION FORM

REQUEST FOR QUALIFICATIONS AND PROPOSALS

PROFESSIONAL CONSULTING SERVICES: TRANSPORTATION PLANNING PROGRAM ADMINISTRATION AND TECHNICAL ASSISTANCE

The undersigned Bidder/Offeror has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

The Bidder/Offeror anticipates use one or more DBE and/or small business on the project to include approximately ____% of the total contract amount.

DBE PARTICIPATION SCHEDULE

The Bidder/Offeror shall complete the following information for all DBE's participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form. The Bidder/Offeror shall also furnish the name and telephone number of the appropriate contact person should the SGRC have any questions in relation to the information furnished herein.

DBE IDENTIFICATION AND INFORMATION FORM

Name and Address	Contact Name and Telephone Number	Participation Percent of Total Contract Value	Description of Work to be Performed	Certified DBE by GDOT?
				() yes ()no
				() yes ()no
				() yes ()no
				() yes ()no

EXHIBIT C: CERTIFICATION OF ELIGIBILITY TO PROPOSE

REQUEST FOR QUALIFICATIONS AND PROPOSALS

**PROFESSIONAL CONSULTING SERVICES:
TRANSPORTATION PLANNING PROGRAM
ADMINISTRATION AND TECHNICAL ASSISTANCE**

(Name of Proposer): _____ hereby certifies
that it is not included on the U.S. Comptroller General's Debarred Bidders List.

Signature of Authorized official: _____

Firm: _____

The Proposer further certifies to the best of its knowledge and belief that it and its principals

- A) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency. Have not within a three (3) year period preceding this Proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction, violation of Federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property.
- B) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, state or local) with commission of, any of the offenses enumerated in Paragraph B of this certification.
- C) Have not within a three (3) year period preceding this Proposal had any public transactions (federal, state or local) terminated for cause or default.

Where the Proposer is unable to certify to any of the statements in this Certification, such Proposer shall attach an explanation to this Proposal.

Check One:

_____ I DO CERTIFY _____ I DO NOT CERTIFY

DATE: _____

SIGNATURE: _____

NAME & TITLE: _____

EXHIBIT D: CERTIFICATION OF NON-COLLUSION

REQUEST FOR QUALIFICATIONS AND PROPOSALS

**PROFESSIONAL CONSULTING SERVICES:
TRANSPORTATION PLANNING PROGRAM
ADMINISTRATION AND TECHNICAL ASSISTANCE**

The undersigned certifies under penalties of perjury that this Proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this Certification, the word “person” shall mean any natural person, business, partnership, corporation, Union committee, club, or other organization, entity or group of individuals.

SIGNATURE: _____

NAME: _____

FIRM: _____

DATE: _____

EXHIBIT E: DRAFT CONTRACT LANGUAGE

REQUEST FOR QUALIFICATIONS AND PROPOSALS

PROFESSIONAL CONSULTING SERVICES: TRANSPORTATION PLANNING PROGRAM ADMINISTRATION AND TECHNICAL ASSISTANCE

CONSULTANT AGREEMENT

THIS AGREEMENT, entered into as of the ____ day of _____, 20__, by and between _____ (hereinafter referred to as the "Consultant") and the SOUTHERN GEORGIA REGIONAL COMMISSION, (hereinafter referred to as "SGRC").

WITNESSETH THAT:

WHEREAS, SGRC desires to engage the Consultant to render certain services hereinafter described in connection with an undertaking or project (hereinafter referred to as the "Project") which is to be wholly or partially financed by a grant from the United States Department of Transportation Federal Transit Administration, through the Georgia Department of Transportation (hereinafter, along with the appropriate auditing agency of the entities making such grant, referred to as "the Concerned Funding Agencies");

WHEREAS, the Consultant desires to render such services in connection with the project;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. Engagement of the Consultant. SGRC hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions herein.
2. Scope of Services. The Consultant shall do, perform and carry out in a satisfactory and proper manner, as determined by SGRC, the work and services described in Attachment "A" which is attached hereto and made a part hereof.
3. Time of Performance. The services of the Consultant are to commence immediately upon execution of this agreement. Work and services shall be undertaken and pursued in such sequence as to assure their expeditious completion and as may be required in Attachment "A." All work and services required hereunder shall be completed on or before _____.
4. Penalties. If performance, which is the fault of the consultant, is not made on or before the final delivery date identified in this contract, except as extended by SGRC in writing, the contractor shall pay a per diem penalty of four hundred dollars (\$400) per day. Consultant must immediately in writing bring to the attention of the SGRC any performance deficiencies which are a result of the performance of the SGRC or outside parties. Said penalty shall be paid directly to SGRC or SGRC may withhold said penalty amounts from the Consultant's final invoice payments.
5. Compensation. The Consultant shall be compensated for the work and services to be performed under this agreement as set forth in Attachment "B" which is attached hereto and made part hereof.
6. Formal Communication. Formal communications regarding this agreement shall include, but

not necessarily be limited to correspondence, progress reports and fiscal reports.

All formal communication regarding this agreement shall be in writing between the person executing this agreement on behalf of the Consultant (executor) and SGRC's Executive Director. However, the Consultant executor and SGRC's Executive Director shall each have the right to designate in writing to the other an agent to act in their behalf regarding this agreement. Any restrictions to such designation must be clearly defined in the written designation.

In this regard, SGRC's Executive Director hereby designates the Transportation and Environmental Director as their agent for purposes of this contract only, except for Amendments and Terminations.

7. Review and Coordination. To ensure adequate assessment of the Consultant's project and proper coordination among interested parties, SGRC shall be kept fully informed concerning the progress of the work and services to be performed hereunder. The Consultant may be required to meet with designated representatives of SGRC and the Concerned Funding Agencies from time to time to review the work and services performed. Consultant shall be given reasonable written notice of such meetings.
8. Inspections. Authorized representatives of SGRC and the Concerned Funding Agencies may at all reasonable times review and inspect the Project activities and data collected pursuant to this agreement. Except where specifically prohibited by law, all reports, studies, records, and computations prepared by or for the Consultant under this agreement shall be made available to authorized representatives of SGRC and the Concerned Funding Agencies for inspection and review at all reasonable times in the Consultant's office where data is normally accumulated. Approval and acceptance of such material shall not relieve the Consultant of its professional obligation to correct, at its expense, any errors found in the work.
9. Maintenance of Cost Records. The Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and shall make such material available at all reasonable times during the period of the agreement, and for three years from the date of final payment under the agreement, for inspection by SGRC, the Concerned Funding Agencies, and if the work and services to be performed under this agreement is wholly or partially funded with federal funds, the Comptroller General of the United States, or any of their duly authorized representatives. The Consultant shall include the provisions of this paragraph in any subcontract executed in connection with this Project.
10. Consultant's Personnel. The Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this agreement. Such personnel shall not be employees of SGRC, nor shall such personnel have been employees of SGRC during any time within the twelve-month period immediately prior to the date of this agreement, except with the express prior written consent of SGRC. Further, the Consultant agrees that no such former SGRC employees shall be involved in any way with the performance of this agreement, without the express prior written approval of SGRC.
11. Reports. The Consultant shall furnish SGRC with narrative progress reports, in such form and frequency as may be specified by SGRC's Executive Director or their authorized agent, outlining the work accomplished by the Consultant during the period, including the current status of the Project, and the percentage of work which has been completed.
12. Compliance with Requirements of the Concerned Funding Agencies. The Consultant shall be bound by the applicable terms and conditions of the Grant Contract between SGRC and the Concerned Funding Agencies which said Grant Contract is on file in the offices of SGRC and is

hereby made a part of this agreement as fully as if the same were attached hereto. SGRC will notify the Consultant in writing of any applicable changes within a reasonable time after SGRC has received appropriate notice of such changes from the Concerned Funding Agencies.

13. Rights in Documents, Materials and Data Produced. For purposes of this agreement, "data" includes, but is not limited to, writings, sound recordings, photographs, films, videotapes or other graphic representations and works of a similar nature. SGRC and the Concerned Funding Agencies shall have the right to use same without restriction or limitation and without compensation to the Consultant other than as provided in this agreement. The Consultant acknowledges that matters regarding rights to inventions and materials generated by or arising out of this agreement may be subject to certain regulations issued by the Concerned Funding Agencies.
14. Data and Software Licensing. During performance of the work covered by this Agreement SGRC may provide certain data or software products, such as aerial photography or commercially available planning data and software, to the Consultant that have been obtained from various sources under specific licensing agreements. The Consultant acknowledges that any data or software that SGRC may provide hereunder is provided as a non-exclusive, non-transferable, limited license for the Consultant or its Sub-consultants to use the data or software for the work covered by this Agreement only. The Consultant shall not redistribute, republish or otherwise make this data or software available to any party not covered by this Agreement. The Consultant or any Sub-consultants shall not use this data or software for any work not covered by this Agreement. The Consultant further acknowledges that upon completion of the project covered by this Agreement all data and software provided by SGRC will be returned to SGRC and all copies of the data or software residing on the Consultant's or Sub-consultant's computer systems will be removed.
15. Publicity. Articles, papers, bulletins, reports or other material reporting the plans, progress, analysis or results and findings of the work conducted under this agreement shall not be presented or published without first submitting the same to SGRC for review and comment. No such presentation shall be made until comments have been received from SGRC regarding such review; provided, however, if such comments have not been received by the Consultant within thirty calendar days after such submission, it shall be presumed that SGRC has no objection thereto. SGRC's comments, objections, reservations or disagreements regarding such material shall be accommodated as SGRC shall specify. All published reports shall include a disclaimer provision on the cover of title page in a form to be provided by the SGRC (Required Federal Language.docx).
16. Employees' Rate of Compensation. The rate of compensation for work performed under this project by a staff member or employee of the Consultant shall not exceed the compensation of such person that is applicable to their other work activities for the Consultant. Charges for salaries and wages of individuals shall be supported by time and attendance and payroll distribution records.
17. Financial Reports. In addition to other records required by this contract, the Consultant agrees to provide to SGRC such additional financial reports in such form and frequency as SGRC may require in order to meet SGRC's requirements for reporting to Concerned Funding Agencies.
18. Insurance. Consultant will have and maintain insurance coverage that complies with the laws of the state of Georgia, as well as reasonable and prudent business practices.
19. Interest of Consultant. The Consultant covenants that neither the Consultant, nor anyone controlled by the Consultant, controlling the Consultant, or under common control with the

Consultant, nor its agents, employees or Consultants, presently has an interest, nor shall acquire an interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the Consultant's service hereunder in an impartial and unbiased manner. The Consultant further covenants that in the performance of this agreement no person having any such interest shall be employed by the Consultant as an agent, Consultant or otherwise. If the Consultant contemplates taking some action which may constitute a violation of this paragraph, the Consultant shall request in writing the advice of SGRC, and if SGRC notifies the Consultant in writing that the Consultant's contemplated action will not constitute a violation hereof, then the Consultant shall be authorized to take such action without being in violation of this paragraph.

20. Interest of Members of SGRC and Others. No officer, member or employee of SGRC, and no public official of any local government which is affected in any way by the project, who exercises any function or responsibilities in the review or approval of the project or any component part thereof, shall participate in any decision relating to this agreement which affects their personal interests or the interest of any corporation, partnership or association in which he or she is directly, or indirectly, interested; nor shall any such officer, member or employee of SGRC, or public official of any local government affected by the project, have an interest, direct or indirect, in this agreement or the proceeds arising therefrom.
21. Officials Not to Benefit. No member of or delegate to the Congress of the United States of America, resident commissioner or employee of the United States Government, shall be admitted to any share or part of this agreement or to any benefits to arise herefrom.
22. Status as Independent Contractors. Nothing contained in this agreement shall be construed to constitute the Consultant or any of its employees, servants, agents or subcontractors as a partner, employee, servant, or agent of SGRC, nor shall either party to this agreement have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.
23. Approval of Subcontracts. None of the work or services to be performed under this agreement by the Consultant shall be subcontracted without the prior written approval of SGRC's Executive Director or their authorized agent. If such approval is requested, all subcontract documents shall be submitted to SGRC's Executive Director or their authorized agent, for their review and approval prior to the execution of such subcontract. Further, if requested by SGRC's Executive Director or their authorized agent, the Consultant shall provide SGRC with such documentation as SGRC's Executive Director shall require, regarding the method the Consultant used in selecting its subcontractor. The Consultant acknowledges that if work or services to be performed under this agreement is financed solely or partially with federal funds, the selection of subcontractors is governed by regulations requiring competition between potential subcontractors or adequate justification for sole source selection. The Consultant agrees to abide by such regulations in its selection procedure.
24. Assignability. The Consultant shall not assign, sublet or transfer all or any portion of its interest in this agreement without the prior written approval of SGRC.
25. Successors. The Consultant and SGRC respectively bind themselves, their partners, successors, assigns, and legal representatives, to the other with respect to all covenants and agreements herein contained and made.
26. Amendments. SGRC may require changes in this agreement. Except for termination for cause or convenience, such changes, including any increase or decrease in the amount of the

Consultant's compensation shall be incorporated in written amendments to this agreement. Amendments to this agreement may be executed on behalf of SGRC only by SGRC's Executive Director.

27. Certifications and Assurances. The Consultant hereby certifies and assures that it will comply with the appropriate regulations, policies, guidelines and requirements, including, but not limited to, 23 CFR 450, 49 CFR 23 or 26 (as applicable), Executive Order 12372, 2 CFR Part 200, 49 CFR 18 (The Common Rule), Federal Procurement Regulations Subpart 1 15.2, Federal Transit Administration Required and Other Model Clauses found at http://www.fta.dot.gov/12831_6195.html, or other requirements imposed by SGRC or the Concerned Funding Agencies concerning requirements of law or project matters, as they relate to the application, acceptance, use and audit of federal funds for this federally assisted project. Also, the Consultant gives assurance and certifies with respect to this agreement that:

(a) For all agreements:

(1) It possesses legal authority to apply for this agreement, and, if appropriate, to finance and construct any proposed facilities; and, any required resolution, motion or similar action has been duly adopted or passed as an official act of the Consultant's governing body; that proper authorization exists for the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Consultant to act in connection with the application and to provide such additional information as may be required, and, upon SGRC approval of its application, that the person identified as the official representative of the Consultant is authorized to execute an agreement incorporating the terms of its application.

(2) It will comply with the applicable provisions of the Hatch Act which limits the political activity of employees.

(3) It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

(4) It understands that the phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.

(5) It shall comply and shall require its subcontractors to comply with the "Special Provision," requirements in accordance with Executive Order No 13153, Federal Leadership on Reducing Text Messaging while driving, October 1, 2009, 23 USCA – 402 not, and DOT Order 3902.10, Text Messaging December 30, 2009, incorporated by reference and made a part of this agreement as if fully set out herein.

(6) It shall comply and shall require subcontractors to comply with requirements in Georgia Department of Transportation, Terms and Conditions, United States of America Department of Transportation Federal Transit Administration, Master Agreement, located at www.fta.dot.gov/documents/18-Master.pdf, incorporated by reference and made a part of this agreement as if fully set out herein.

(7) It shall comply and require its subcontractors to comply with the requirements of 49 USC 5333(b), Labor Standards as more specifically referenced in US Department of Labor correspondence dated, January 8, 1996, incorporated by reference as if fully set out herein.

(8) The Consultant agrees that throughout the performance of this contract it will remain in full compliance with all federal and state immigration laws, including but not limited to provisions 8 USC 1324a and 13-10-91 of the Official Code of Georgia Annotated and certified

in Attachment C.

Consultant further agrees to include the provisions contained in the forgoing paragraph in each subcontract for services hereunder.

Consultant shall not retaliate or take any adverse action against any employee or any subcontractor for reporting, or attempting to report a violation(s) regarding applicable immigration laws.

(b) The Consultant will comply with the provisions of Section 36-81-7 of the Official Code of Georgia Annotated relating to the "Requirements of Audits".

(c) The Consultant will comply with the requirements for a Drug-Free Workplace, as described in Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, including passing through this requirement to lower tier contractors.

28. Other Requirements. In addition to other requirements of this agreement, the Consultant agrees to comply with, and shall be bound by, the applicable terms and conditions of all state and federal laws or regulations governing and defining resources, project administration, allowable costs and associated procurement standards, as appropriate. All such documents are hereby made part of this agreement fully as if the same were attached hereto.

The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. The Consultant shall carry out applicable requirements of 49 CFR 26 in the award and administration of DOT assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

The Consultant agrees to pay each subcontractor under this prime agreement for satisfactory performance of its agreement no later than ten business days from the receipt of each payment that said prime Consultant receives from SGRC. The prime Consultant agrees further to return retainage payments to each subcontractor within ten business days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of SGRC. This clause applies to both Disadvantaged Business Enterprises and non-Disadvantaged Business Enterprises.

9. Termination for Mutual Convenience. SGRC or the Consultant may terminate this agreement in whole or in part when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall, through formal written amendment, agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The Consultant shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. SGRC shall evaluate each noncancelable obligation to determine its eligibility for inclusion in project costs. Settlement will be made in accordance with the terms and conditions of this agreement. SGRC shall allow full credit to the Consultant for the SGRC share of the non-cancelable obligations, properly incurred by the Consultant prior to termination.

30. Termination for Convenience. SGRC may terminate this agreement, in whole or in part, at any time by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least fifteen days before the effective date of such termination. In that event, all information and material produced or collected under this agreement and/or used in the performance of the scope of services shall, at the option of SGRC, become its property. If this agreement is terminated by SGRC as provided in this paragraph, the Consultant will be reimbursed for the otherwise allowable actual expenses incurred by the Consultant up to and

including the effective date of such termination, as authorized in Attachment "B." The Consultant shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. SGRC shall evaluate each noncancelable obligation to determine its eligibility for inclusion in project costs.

31. Termination of the Agreement for Cause. If the Consultant, due to its action or failure to act, shall fail to fulfill in a timely and proper manner its obligations under this agreement, or if the Consultant has or shall violate any of the covenants, agreements, representations or stipulations of this agreement, SGRC shall thereupon have the right to terminate this agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all information and materials collected or produced under this agreement and/or used in the performance of the scope of services shall, at the option of SGRC, become its property. The Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed under the Scope of Service up to and including the effective date of termination as authorized in Attachment "B." Notwithstanding the foregoing to the extent provided by law, the Consultant shall not be relieved of liability to SGRC for damages sustained by SGRC by virtue of any breach of this agreement by the Consultant and SGRC may withhold any payments to the Consultant for the purpose of set-off for damages caused by the Consultant's breach, until such time as the exact amount of damages to SGRC from the Consultant is determined.
32. Termination Due to Non-Availability of Funds. Notwithstanding any other provision of this agreement, in the event that any of the funds for carrying out the functions to which this agreement relates do not become available, then, upon written notice to the Consultant, this agreement may be immediately terminated without further obligation of SGRC.
33. Suspension Due to Non-Availability of Funds. The Concerned Funding Agencies have the right to suspend financial assistance for this project. Consequently, SGRC reserves the same right regarding this agreement. Such suspension would cause the withholding of further payments and/or prohibiting the Consultant from incurring additional obligations during the suspension period. However, unless notified in writing to the contrary, such suspension would not invalidate obligations otherwise properly incurred by the Consultant prior to the date of suspension to the extent that they are uncancelable.
34. Disputes and Appeals Any dispute concerning a question of fact arising either from a Consultant or subgrantee selection decision, or under a Consultant or subgrant contract, once executed, shall be decided by the SGRC Executive Director who, after advisory consultation with all appropriate SGRC officials (e.g., MPO Coordinator, Planning Director, SGRC Council, MPO Policy Committee, etc.), shall promptly reduce such decision concerning the question of fact to writing and mail, or otherwise furnish a copy thereof, to the disputing party (i.e., as appropriate, either: the unsuccessful proposer; or the Consultant or subgrantee). The SGRC Executive Director shall concurrently fully advise the disputing party, in writing, of the provisions outlined herein below concerning the disputing party's right to appeal the decision to the SGRC Council. A copy of all such documents shall also be furnished to the SGRC Finance Director.

The decision of the SGRC Executive Director shall be final and conclusive unless, within ten (10) calendar days of receipt of such written decision, the disputing party mails or otherwise furnishes a written appeal concerning the question of fact to the SGRC Council, who shall arrange a formal hearing within twenty (20) calendar days after receipt of such appeal. Both the appealing party and the SGRC Executive Director shall be notified no less than five (5)

calendar days in advance of the hearing and shall have the right to present witnesses and give evidence concerning the question of fact at such time. Within twenty (20) calendar days after the hearing, the SGRC Council shall make a decision concerning the question of fact in writing to the appealing party and to the SGRC Executive Director. A copy of the decision shall also be furnished to the SGRC Finance Director.

The decision of the SGRC Council concerning the question of fact shall be final and conclusive unless determined by the cognizant grantor agency or agencies, or the Comptroller General of the United States, or a court of competent jurisdiction, including appropriate mediation, to have been arbitrary, capricious, an abuse of discretion or otherwise not in accordance with the law.

Pending final decision of an appeal to the SGRC Council under a Consultant or subgrant contract already executed, the Consultant or subgrantee shall proceed diligently with the performance of the contract and in accordance with the SGRC Executive Director's decision.

Nothing in the foregoing shall be construed as making final the decisions of the SGRC Executive Director or the SGRC Council as such decision relate to question of law.

35. Indemnification. The SGRC shall idemnityfy and hold harmless the consultant and its subcontractors, employees, agents, and representatives from and against any and all suits, additions, legal proceedings, claims, demands, damages, liabilities, costs and expenses, including attorneys' fees arising out of or in connection with or claimed to arise out of or in connection with any negligent or wrongful error, ommission, or act of the SGRC or anyone acting in behalf of or in connection with or incident to this contract, or as a result of any work product of the SGRC.

36. Applicable Law. This agreement shall be deemed to have been executed and performed in the State of Georgia. All questions of interpretation and construction shall be construed by the laws of Georgia.

37. Venue. Unless expressly provided otherwise by statutory law, venue of any action brought under this agreement shall be in Lowndes County, Georgia, exclusively.

IN WITNESS WHEREOF, the Consultant and SGRC have executed this agreement as of the day first above written.

CONSULTANT:

INSERT NAME HERE

By: _____

Title: _____

Witness: _____

NOTARY PUBLIC:

FEIN: _____

SOUTHERN GEORGIA REGIONAL COMMISSION:

By: _____

Executive Director

By: _____

Chair, SGRC Council

Witness: _____

NOTARY PUBLIC:

ATTACHMENT A – SCOPE OF WORK

ATTACHMENT B – PAYMENT AGREEMENT

ATTACHMENT C

IMMIGRATION AND SECURITY FORM

(GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT)

Contractor's Name:

Subcontractor's (Your) Name:

State Entity's Name:

State Solicitation/

Contract No.:

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the Subcontractor which is engaged in the physical performance of services under a contract with the Contractor identified above on behalf of the State Entity identified above has registered with and is participating in a federal work authorization program*, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV / E-Verify™ Company Identification Number

BY: Authorized Officer or Agent

(Subcontractor Name)

Principal and Managing Member

Title of Authorized Officer or Agent of Contractor

Date

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

____ DAY OF _____, 20__

Notary Public

[NOTARY SEAL]

My Commission Expires:

*any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603

EXHIBIT F: REQUIRED CONTRACT CLAUSES

REQUEST FOR QUALIFICATIONS AND PROPOSALS

PROFESSIONAL CONSULTING SERVICES: TRANSPORTATION PLANNING PROGRAM ADMINISTRATION AND TECHNICAL ASSISTANCE

As SGRC is a recipient of federal grants from the US Department of Transportation, the following contract clauses shall be included in all contracts entered into by sealed bids, competitive proposals, and/or non-competitive proposals:

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

1. **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.
4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Southern Georgia Regional Commission (hereinafter referred to as the SGRC) or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the SGRC, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the SGRC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the Contractor under the contract until the Contractor complies; and/or

- b. Cancellation, termination, or suspension of the contract, in whole or in part.
- 6. Prompt Payment and Retainage: The contractor is required to pay its subcontractor performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the SGRC. In addition, the contractor is required to return any retainage payment to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed OR is required to return any retainage payment to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the SGRC and contractor's receipt of the partial retainage payment related to the subcontractor's work.

Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (1) through (6) and those on the following pages in this Exhibit in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The Contractor shall take such action with respect to any subcontractor or procurement as the SGRC or the United States Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the SGRC enter into such litigation to protect the interests of the state and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Title 23 CFR 200

Title 23 CFR 200 provides guidelines for: (a) Implementing the Federal Highway Administration (FHWA) Title VI compliance program under Title VI of the Civil Rights Act of 1964 and related civil rights laws and regulations, and (b) Conducting Title VI program compliance reviews relative to the Federal-aid highway program.

Title 23 CFR 1235

The purpose of this part is to provide guidelines to States for the establishment of a uniform system for handicapped parking for persons with disabilities to enhance access and the safety of persons with disabilities that limit or impair the ability to walk.

Title 28 CFR 35

The purpose of this part is to effectuate subtitle A of title II of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131), which prohibits discrimination on the basis of disability by public entities.

Title 28 CFR 36

The purpose of this part is to implement title III of the Americans with Disabilities Act of 1990 (42 U.S.C. 12181), which prohibits discrimination on the basis of disability by public accommodations and requires places of public accommodation and commercial facilities to be designed, constructed, and altered in compliance with the accessibility standards established by this part.

Title 28 CFR 41

The purpose of this part is to implement Executive Order 12250, non-discrimination on the basis of handicap in federally assisted programs, which requires the Department of Justice to coordinate the implementation of section 504 of the Rehabilitation Act of 1973. This part applies to each Federal department and agency that is empowered to extend Federal financial assistance.

Title 28 CFR 42, Subpart C

The purpose of this part is to effectuate the provisions of Title VI of the Civil Rights Act of 1964 to the end 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 receiving Federal financial assistance. This subpart refers to nondiscrimination, equal employment opportunity, policies and procedures. This subpart applies to any program for which Federal financial assistance is authorized under a law administered by the Department. It applies to money paid, property transferred, or other Federal financial assistance extended after the date of this subpart pursuant to an application whether approved before or after such date.

Title 28 CFR 50.3

Title 28 CFR 50.3 sets forth guidelines for the enforcement of Title VI, Civil Rights Act of 1964. (a) Where the heads of agencies having responsibilities under Title VI of the Civil Rights Act of 1964 conclude there is noncompliance with regulations issued under that title, several alternative courses of action are open. In each case, the objective should be to secure prompt and full compliance so that needed Federal assistance may commence or continue. (b) Primary responsibility for prompt and vigorous enforcement of Title VI rests with the head of each department and agency administering programs of Federal financial assistance. Title VI itself and relevant Presidential directives preserve in each agency the authority and the duty to select, from among the available sanctions, the methods best designed to secure compliance in individual cases. The decision to terminate or refuse assistance is to be made by the agency head or his designated representative. (c) This statement is intended to provide procedural guidance to the

responsible department and agency officials in exercising their statutory discretion and in selecting, for each noncompliance situation, a course of action that fully conforms to the letter and spirit of section 602 of the Act and to the implementing regulations promulgated there under.

23 USC 324

The purpose of this part relates to prohibition of discrimination on the basis of sex.

42 USC 4601-4655

These sections refer to uniform relocation assistance and real property acquisition policies for federal and federally assisted programs.

DOT Order 1050.2

This nondiscrimination directive refers to standard Title VI assurances.

Executive Order 12250

Executive Order 12250, issued in 1979, provided for the consistent and effective implementation of various laws prohibiting discriminatory practices on the basis of race, color, national origin, sex, disability, or religion in programs and activities receiving federal financial assistance. The responsibility for implementing this Executive Order was placed with the Attorney General. This responsibility, except for the authority to approve regulations, was redelegated to the Assistant Attorney General for Civil Rights. The Coordination and Review Section carries out this responsibility on a day to day basis.

Executive Order 12898

Executive Order 12898, issued in 1994, amplifies Title VI provisions. It states that each Federal agency shall make achieving environmental justice (EJ) part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations.

Executive Order 13166

Executive Order 13166, Improving Access for Persons with Limited English Proficiency, was issued in 2000 to improve access to federally conducted and federally assisted programs and activities for persons who, as a result of national origin, are limited in their English proficiency (LEP). It requires Federal agencies to ensure that recipients of Federal financial assistance provide meaningful access to their LEP applicants and beneficiaries.

EXHIBIT G: FEE SCHEDULE

REQUEST FOR QUALIFICATIONS AND PROPOSALS

PROFESSIONAL CONSULTING SERVICES: TRANSPORTATION PLANNING PROGRAM ADMINISTRATION AND TECHNICAL ASSISTANCE

Sample Hourly Rates Form Job Classifications

1. Base Salaries

	Salary – Hourly Rates*		
Personnel Classification	Year 1	Year 2	Year 3
Project Manager			
Senior Planner			
Planner			
Administrative			
GIS/Graphic Design			
Other			
Other			
Other			
Other			
*Does not include overhead, fringe benefits, operating margin or out of pocket expenses			

2. Additive Percentages

Fringe Benefits	+	_____	%
Overhead	+	_____	%
Subtotal (Max Allowed)		_____	%
Operating Margin	x	_____	% Multiplier
FCCM (if utilized, 0% is acceptable)		_____	%
Total		_____	%

Note: An hourly rates form is required for all primary and sub consultants comprising a submittal team.

EXHIBIT H: BICYCLE AND PEDESTRIAN SAFETY PLANNING SCOPE OF WORK

DocuSign Envelope ID: 160A7759-DDEA-455C-8331-44C24265D9B5

Scope of Work

The work set forth in this section is to assist the DEPARTMENT in conducting bicycle and pedestrian-related activities. The DEPARTMENT's goal is to increase safety for people walking and biking in Georgia by assisting in the implementation of the regional bicycle and pedestrian plans and assisting local governments in developing goals and strategies to expand and improve bicycle and pedestrian facilities and promote biking and walking as safe means of transportation.

The DEPARTMENT therefore requires the following duties:

- 1) Report of hosting at least two safety-focused Complete Streets Policy trainings, ICE (Intersection Control Evaluation) training, Walk/Bike Friendly trainings, or similar quality training as needed in region.

Deliverables: (1) Development of a PowerPoint Presentation (or equivalent) and (2) completion of two (2) classes, as evidenced by sign-in sheets for two classes.

- 2) Coordinate with and support the DEPARTMENT's Safe Routes to School Program's Resource Center. Support can include, but is not limited to, providing mapping services, hosting walk audits, and promoting the program at school events.

Deliverable: Report on coordination efforts in the quarterly Work Program Progress Reports.

- 3) Prepare applications for US Bicycle Routes in region in cooperation with GDOT's Bicycle and Pedestrian Engineer, other GDOT staff, neighboring regional commissions, or neighboring states as needed.

Deliverable: US Bicycle Route Application with supporting documentation.

- 4) Review and identify the applications of the Pedestrian Safety Action Plan (PSAP) and the Bicycle Safety Action Plan (BSAP) in your region. Review local comprehensive plans, neighborhood plans, transportation plans and other key planning documents and incorporate pedestrian safety strategies and action steps.

Deliverable: Summary of review conducted and list of action items for updated documents.

- 5) Distribute "See and Be Seen" marketing materials and educate pedestrians on the possible dangers and safety tips to use while walking (especially in focus corridors/counties from PSAP, if applicable).

Deliverable: Summary of locations where the marketing materials were distributed and number of pedestrians educated.

- 6) Annual meeting with GDOT to discuss contract goals & deliverables. The meeting location will rotate each year to cover each region of the state.

Deliverable: Attendance at annual meeting, Updated RC Contact List.

- 7) Conduct crash screening analysis at 3 locations in region to identify potential safety project locations. GDOT will provide safety screening training as needed.

Deliverable: 3 Crash Screening Analysis Reports

- 8) Develop Plans for installing/repairing sidewalks, walking trails, bike lanes in small rural communities like (but not limited to): Pierce County, Patterson, Alapaha, Ray City, Barwick, Brooks County, Nichols, Fargo, Brantley County, Rebecca

Deliverable: Individual Plans for each community, include the projects from each plan in the local Comprehensive Plan

- 9) Prepare educational materials about roadway safety relating to bicycles, pedestrians, railroad crossings, and farming equipment, especially in rural areas.

Deliverable: Individual social media posts and other educational materials

- 10) Prepare Bicycle Friendly, Walk Friendly, and Age Friendly Community assessments, plans, and applications for local jurisdictions as requested.

Deliverable: Individual assessments, plans, and applications for each community

Quality Measures used by DEPARTMENT to Evaluate Deliverables

1. Quality, thoroughness, and detail of deliverables.
2. Timely completion of deliverables.
3. Degree to which activities achieve the goals and objectives of the Regional Bicycle and Pedestrian Plan.