2040 Long Range Transportation Plan

Request for Proposals (RFP)
June 4, 2018

Proposals Due
3:00 pm, June 29, 2018

LSCOG
Post Office Box 850
Aiken, SC 29802
(803) 649-7981/ (803) 649-2248 *Fax*
www.lscog.org / asievers@lscog.org

LOWER SAVANNAH COUNCIL OF GOVERNMENTS
LSCOG 2040 LONG RANGE TRANSPORTATION PLAN
RFP

SCHEDULE

June 18, 2018	**All questions** must be submitted in writing to Amanda J. Sievers, Planning Manager, Lower Savannah Council of Governments, 2748 Wagener Road, Aiken, SC 29801, by Fax (803)649-2248, or by email asievers@lscog.org, by **3:00 P.M., E.S.T.**
June 29, 2018	**Proposals** must be delivered to the Lower Savannah Council of Governments, Attn: Amanda J. Sievers, Planning Manager, 2748 Wagener Road, Aiken, SC 29801 no later than **3:00 P.M., E.S.T**.
July 2 – July 16, 2018	**Review** of Proposals
July 30, 2018	Tentative Date of **Award**
August 1, 2018 – August 8, 2018	**Contract** Negotiations
August 20, 2018	Issue **Notice to Proceed**

LOWER SAVANNAH COUNCIL OF GOVERNMENTS
REQUEST FOR PROPOSALS
LSCOG 2040 LONG RANGETRANSPORTATION PLAN
ISSUE DATE: JUNE 04, 2018

Proposers interested in being considered for this work should respond with one (1) original and seven (7) copies of a cover letter and Proposal addressing the evaluation criteria no later than 3:00 p.m. on June 29, 2018 and must clearly be marked "LSCOG 2040 Long Range Transportation Plan." Any submittal received after this date and time will not be considered and will be returned unopened to the proposer. The submittal must be signed by an official authorized to bind the proposer to the project. The submittal must contain all of the evaluation criteria listed in the RFP.

Return this signed form with Proposal

*Must include an original copy signed in **blue ink** by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the Proposal.*

Send Proposals to:

Amanda J. Sievers
Planning Manager
Lower Savannah Council of Governments
2748 Wagener Road, Aiken, SC 29801 (physical location)
P.O. Box 850, Aiken, SC 29802 (mailing address)
Ph. (803) 649-7981 Fax (803) 649-2248
Email: asievers@lscog.org

The Lower Savannah Council of Governments (LSCOG) reserves the right to consider modifications to submittals prior to the award of a contract, and to reject any and all submittals as a result of the RFP. The LSCOG is not liable for any costs incurred by proposers prior to contract award. The following statement must be certified by the proposer:

By signing this Statement, I certify that we (our firm) will comply with all requirements of Section 44-107-10 et. seq., relating to the S.C. Drug Free Workplace Act:

Authorized Signature	**Printed Name**		**Date**
Company			
Mailing Address			
City	**State**	**Zip Code**	**Phone**

REQUEST FOR PROPOSALS
LSCOG 2040 LONG RANGE TRANSPORTATION PLAN

TABLE OF CONTENTS

I.	**INTRODUCTION**	PAGE 4
II.	**BACKGROUND**	PAGE 4
III.	**SCOPE OF SERVICES**	PAGE 5
IV.	**SCHEDULE**	PAGE 8
V.	**STATEMENT OF QUALIFICATIONS**	PAGE 9
VI.	**SUBMISSION PROCEDURES**	PAGE 9
VII.	**INQUIRIES AND ADDENDA**	PAGE 10
VIII.	**GENERAL INFORMATION**	PAGE 11
IX.	**INSURANCE**	PAGE 11
X.	**EVALUATION CRITERIA**	PAGE 13
XI.	**ILLEGAL IMMIGRATION REFORM ACT COMPLIANCE**	PAGE 13
XII.	**SAFETY, HEALTH, AND SECURITY**	PAGE 13
XIII.	**GENERAL CONTRACT CLAUSES**	PAGE 14

ATTACHMENT - Map 1: LSCOG Study Area

I. Introduction

The Lower Savannah Council of Governments (LSCOG) is issuing this Request for Proposals (RFP) on behalf of the six counties and forty-five municipalities that comprise the LSCOG. LSCOG seeks to select a consultant to provide transportation planning services that will result in the completion of the required 5-year update to the Long-Range Transportation Plan (LRTP), in accordance with Federal Regulations.

The LRTP is a comprehensive planning document that:

- Evaluates the regional transportation systems, land use patterns, congestion, public transportation, pedestrian modes, and environmental issues that face the LSCOG regional transportation study area
- Relates the transportation systems to the existing and future land uses, integrating with community comprehensive plans, and supports federal, state, and local transportation efforts
- Provides safe, efficient, accessible, equitable, and cost-effective transportation systems to the LSCOG region
- Protects and improves Air Quality

The LRTP is an essential component for the effective transportation planning of the rural transportation study area, and establishes priorities for transportation projects through travel modeling data, performance measures, and public involvement. Projects identified through the LRTP are used in the development of transportation projects funded in the LSCOG short-range Transportation Improvement Program (TIP) and the South Carolina Department of Transportation (SCDOT)'s Statewide Transportation Improvement Program (STIP).

II. Background

The LSCOG regional Study Area is comprised of Aiken, Allendale, Bamberg, Barnwell, Calhoun, and Orangeburg counties (3,966 square mile region), and the forty-five (45) municipalities contained therein. Please refer to the attached **Map 1** for the LSCOG Study Area.

The population of the LSCOG Study Area is approximately 319,340 individuals according to the 2017 US Census Bureau, ACS estimates, with an employed population of approximately 125,554 persons.

In recent years, public transportation through the various regional transit providers in the LSCOG region have made significant strides in improving service, and efforts to improve pedestrian and bicycle transportation have yielded numerous facilities and economic development benefits. According to the USDOT mandate to "accommodate all modes of transportation in the planning process," the LRTP will seek to identify appropriate and beneficial avenues to improve existing services and facilities, and support the introduction of new ones.

The structure of LSCOG relative to the LRTP is as follows:

- The LSCOG Policy Committee (Board of Directors), is the official decision making body of LSCOG, and is comprised of 39 members. The Board establishes the policies for the overall conduct of the LSCOG, is responsible for the adoption of plans and programs and approves study recommendations. The Board shall:
  - Receive updates on LRTP progress at their regular meetings and provide guidance, feedback, and direction
  - Be responsible for final approval of the completed LRTP

- The LSCOG Transportation Technical Advisory Committee (TAC) shall:
  - Meet regularly and interact with staff to ensure that the LRTP is maintaining the appropriate level of progress
  - Report to the Policy Committee as appropriate
  - Assist staff with public involvement, particularly in the area from which they were appointed
  - Provide guidance, feedback, and direction on the LRTP

- The LSCOG Staff shall be directly involved in the LRTP update process and assist the selected firm in all aspects of the LRTP, consisting of:
  - One Planner/Manager
  - One Transit Manager
  - Administrative Staff as needed

III. <u>Scope Of Services</u>

The Services and Deliverables to be procured through this RFP are as follows:

Task 1: Travel Demand Model development, calibration, and documentation

The current LSCOG Travel Demand Model is a traditional 4-step gravity model developed by the SCDOT and operates on a TransCAD 7 platform. It was developed in 2016 and completed in 2017. The model has a 2015 base year and a 2040 horizon year.

The SCDOT has agreed to produce any model runs necessary to complete the LRTP. Since the model was just updated, it should not need any updating, however, the consultant will review the socio-economic data with the LSCOG staff to ensure that the base year and horizon year data are reasonable and sufficient. If any corrections are needed, the consultant shall submit requested changes via the LSCOG staff to the SCDOT for updating.

The consultant shall provide a list of projects to the SCDOT for including in the 2040 Horizon year model for testing. The SCDOT will provide a copy of any models requested

to be completed by the consultant or can provide results to the consultant. The SCDOT is agreeable to providing any help as needed by LSCOG and the consultant.

The SCDOT will provide any maps necessary for inclusion in the LRTP report or will provide a copy of the final LSCOG 2040 model for use by the consultant to produce any necessary maps, charts, or other reports necessary for inclusion in the LRTP or for presentation to the public or LSCOG committees.

LSCOG Staff and the SCDOT will work with the selected firm to refine the scope of Task 1 services as necessary.

Deliverables:

- *Summary Report of Existing and Historical Data*
- *LSCOG 2015-2040 Travel Demand Model, with all inputs, outputs, data, and documentation*
- *Projects list for 2040 Horizon year model testing*

- Provision of metadata and documentation for all travel model methodology, data, procedures, maps, and tables.

LSCOG Staff will work with the selected consultant to refine the scope of Task 1 services as necessary.

Deliverables:

- *Summary Report of Existing and Historical Data*
- *LSCOG 2015-2040 Travel Demand Model, with all inputs, outputs, data, and documentation.*

Task 2: Public Involvement Support

Paramount to this LRTP update effort is significant public involvement, including, but not limited to: surveys, publications, listserv mailings, public comment periods, and especially public meetings.

The gravity of the LSCOG LRTP to regional transportation must be properly conveyed, and sufficient public input is required to validate LRTP assumptions and findings, so the selected consultant will be required to lend the following assistance to the public effort:

- Develop a detailed Public Outreach Strategy that is comprehensive, inclusive, accessible, equitable, and as exhaustive as possible.
- Proposal of effective outreach approaches.
- Presentation, coordination, handling, and technical support for major kick-off meeting, with LSCOG Staff support
- Presentation, coordination, handling, and technical support for major wrap-up meeting, with LSCOG Staff support

- Technical support for no less than three (3) local public meetings scattered strategically around the LSCOG Study Area. LSCOG Staff will run these meetings.
- Development of surveys to capture as broad and complete a picture of public perception, climate, and comment as possible.

Deliverables:

- *Staff and support for kick-off and wrap-up meetings*
- *One (1) Statistically Valid Random Survey*
- *Assistance with all other public involvement efforts*

Task 3: Production and Publication of a Long-Range Transportation Plan Document

The final LRTP document will include a variety of components as required by Federal Regulations. LSCOG Staff will act in concert with the selected consultant to develop this document, which shall include, but not be limited to:

- Executive Summary (also replicated as separate document)
- Introduction/LSCOG History
- Socio-Economic Background
  - Population Snapshot
  - Employment Snapshot
- Environmental Background
  - Environmental Justice Snapshot
  - Environmental Screening Snapshot
- Land Use Background
  - Current Land Uses Snapshot
  - Future Land Uses Snapshot
- Current Highway System Element
  - Calibrated Base Year Model
  - Assessment of Current Highway Projects
- Future Highway System Element
  - Projected Horizon Year Model
  - Ranking System for Proposed Projects
  - Financially Constrained Project List
  - Vision Project List
- Pedestrian and Bicycle Element
- Public Transit Element
- Freight Element
- Performance Measures Development and Assessment
- Implementation and Financial Element

The selected consultant will work with LSCOG Staff, TAC, and Policy Committee to evaluate proposed projects, develop performance measures, and assess implementation and financial strategies. The selected consultant and staff will also work with jurisdictions within LSCOG, SCDOT, and USDOT/FHWA to coordinate the LRTP with

the myriad of existing transportation plans in existence as the baseline for LSCOG Planning moving forward.

The document itself must be straightforward and lean without technical jargon, keeping the audience of policymakers and the general public in mind.

Deliverable: The LSCOG 2040 Long-Range Transportation Plan Document, including:

- *Draft document provided in sufficient time (as established by the schedule) for review, modification, and public outreach.*
- *Final document provided once all changes have been made from the Draft, and once approved by the LSCOG Policy Committee*
- *30 hard copies*
- *Optimized Digital Copies*
- *Document Designs and base materials for future LSCOG use*
- *Executive Summary Document*

Task 4: On-call Support and Training

Upon completion of the previous tasks, the selected firm will provide additional services when necessary related to LSCOG continued support and LRTP Document. The SCDOT will provide any future support or training on the travel model required by the LSCOG.

The particulars of the On-call services shall be provided as a part of the response from the firms. When required, these type services will be considered individually.

IV. Schedule

The schedule for the LSCOG LRTP will be finalized once the contract with the selected consultant is detailed. In general, the needs of LSCOG necessitate the following general timeframe:

- 2018 – Consultant selection and initial data collection
- 2018 – Data collection, public input gathering, updating of Travel Demand Model SE data and/or network, as necessary and TDM runs by SCDOT
- 2018-19 – Document development, public input follow up, approval process

It is requested that the proposers use this general timeframe as a template from which to narrow and detail their proposed schedules.

V. **Statement of Qualifications**

To be considered for award, all Statements of Qualifications must include, at a minimum, the following information.

All information should be presented in the listed order:

1. Overview of company background.
2. Staffing or organizational chart showing staff that will be used for this project.
3. Corporate/individual qualifications and experiences, including certifications.
4. Current resume(s) for individuals(s) assigned to this project.
5. List of at least three (3) references including names, addresses, and telephone numbers. Vendor should include any South Carolina governmental entity reference.

VI. **Submission Procedures**

All submissions must be received by **3:00 P.M., E.S.T., June 29, 2018** and delivered to Lower Savannah Council of Governments, Attn: Amanda J. Sievers, Planning Manager, 2748 Wagener Road, Aiken, South Carolina, 29801 (Physical Location) P.O. Box 850, Aiken, South Carolina, 29802 (Mailing Address). If the submission is late the proposal will be rejected. There will be no exceptions. Proposers submitting proposals shall be responsible for all costs of preparing such proposals.

Proposers to this Request for Proposals shall closely examine the specific requirements noted herein and submit one (1) original un-bound copy and seven (7) bound copies of their proposal to the address listed below. To ensure acceptance of the proposal, the Request for Proposals number (RFP# 02-18) should be clearly shown on the lower left corner of the return envelope. Facsimile transmittals or offers communicated by telephone will not be accepted or considered.

Lower Savannah Council of Governments
Attn: Amanda J. Sievers
P.O. Box 850
Aiken, South Carolina 29802
RFP# 02-18

Proposal shall not exceed a total of 40 pages, front and back in length and must be organized with tabbed sections:

1. Consultant/Team Information
2. Names, resumes, and office locations of key staff that will be assigned to the project, including the project manager. Provide an organizational chart
3. Demonstrated understanding, success, and experience with similar travel demand model development and Long-Range Transportation Plan (or similar) projects, including timeframes and costs
4. Up-to-date reference and contact names for the most recent five similar projects performed by the consultant, particularly by staff being assigned.

5. Project approach, including work plans, allocation of staff hours, travel modeling methodology, and public outreach strategy
6. Fee breakdown
7. Proposed schedule chart
8. All required forms and certifications

VII. **Inquiries and Addenda**

A. Questions

All questions concerning this RFP are to be submitted in writing via fax, electronic mail, or regular mail to Amanda J. Sievers, Planning Manager, to the address listed below, no later than **3:00 P.M., E.S.T., June 18, 2018**. Please refer all questions in writing about this Request for Proposals and project to:

Lower Savannah Council of Governments
Amanda J. Sievers, Planning Manager
2748 Wagener Road
PO Box 850
Aiken, South Carolina 29801
Phone: (803 649-7981
Fax:(803 649-2248
E-mail: asievers@lscog.org

All inquiries and responses will be distributed to all proposers known to have received the RFP document. The LSCOG will not be responsible for or bound by any oral instructions made by any employee(s) of the LSCOG in regard to this RFP.

B. Addenda

This RFP represents the most definite statement LSCOG will make concerning information upon which proposals are to be based. Any changes to this RFP will be in the form of a written addendum, which will be furnished to all proposers who are listed with the LSCOG as having received an RFP document. No addenda will be issued later than five (5) working days prior to the date for receipt for proposals except an addendum which, if necessary, postpones the date for receipt of proposals or cancels this RFP. Proposers shall acknowledge receipt of all addenda with their Proposal.

VIII. **General Information**

A. Proprietary Information

The Lower Savannah Council of Governments is a public body and is governed by the South Carolina Freedom of Information Act. Documents submitted to the LSCOG relating to this Request for Proposals are subject to requirements of the Freedom of Information Act and may be deemed public records.

B. Errors and Omissions

The proposer will not be allowed to take advantage of any errors or omissions in the Request for Proposals. Where errors or omissions appear in the RFP, the proposer shall promptly notify the Lower Savannah Council of Governments in writing of such error or omission it discovers. Any significant error, omission, and/or inconsistency in the specifications are to be reported as soon as possible but no later than five (5) days before such time the response is to be submitted.

C. Withdrawal of Proposal

An official representative of a proposer may withdraw a proposer's response at any time prior to the proposal submission deadline. Acceptable proof establishing that he/she is the representative of the proposer must be provided.

D. Non-Endorsement

If the LSCOG awards a contract, the successful proposer shall not issue any news release or other statement relating to the award or servicing of the agreement which state or imply the Lower Savannah Council of Governments' endorsement of the successful proposer's services.

IX. **Insurance**

The consultant is responsible for and must have all required insurance listed below and shall not commence work under the associated contract until it has obtained all insurance required, and the LSCOG has approved such insurance in writing, nor shall the consultant allow any subconsultant to commence work on its subcontract until all similar insurance required of the subconsultant has been obtained. All insurance policies shall be maintained for the life of the contract.

A. **THE LSCOG SHALL BE NAMED AS "ADDITIONAL INSURED" FOR ITS INTEREST** on all policies of insurance except Workers' Compensation, Automobile Liability, and Professional Errors and Omissions, as regards ongoing operations, products and completed operations, and this shall be noted on the face of the Certificate of Insurance. As a part of the certificate of insurance requirement the contractor shall also include acknowledgement and acceptance of the waiver of subrogation provision granted to the Lower

Savannah Council of Governments. This acknowledgement and acceptance should be included in the same section of the Certificate of Insurance that evidences the "Additional Insured" provision.

B. Certificates for all such policies of insurance shall be provided by the **Consultant's** insurance agent or broker to the **LSCOG** within 10 working days from the date of Notice of Award.

C. All Certificates of Insurance submitted shall provide on the face of the certificate reference to **LSCOG's** RFP# 02-18.

D. **Consultant** will provide **LSCOG** a minimum of 30 days advance notice in the event the insurance policies (or an insurance policy) are canceled. Subconsultants approved to perform work on this project are subject to all of the requirements in this Section.

E. **Consultant** agrees to maintain and keep in force during the life of this Agreement, with a company or companies authorized to do business in South Carolina, the following insurance policies:

Comprehensive General Liability:
$1,000,000 per occurrence - combined single limit / $2,000,000 general aggregate, to include products and completed operations.

Automobile Liability:
$1,000,000 per occurrence - combined single limit (Coverage shall include bodily injury and property damage and cover all vehicles including owned, non-owned and hired)

Statutory Workers' Compensation:
Coverage A - State of SC
Coverage B - Employers liability
$1,000,000 Each Accident
$1,000,000 Disease, Per Employee
$1,000,000 Disease, Policy Limit

Policies shall contain a waiver of subrogation in favor of and/or that applies to the Lower Savannah Council of Governments, its departments, agencies, boards, employees, and commissions for losses from work performed by or on behalf of the consultant.

No deviation from this coverage will be accepted unless, in the LSCOG's sole discretion, it is more advantageous to the LSCOG, i.e., $1,000,000 - a $2,000,000 or $5,000,000 limit would be acceptable.

X. Evaluation Criteria

In consultant selection, the proposals will be evaluated based on the following criteria:

1. Qualifications and experience of consultant and project staff, and their appropriate allocation to this project (30%).
2. Travel modeling capabilities (10%).
3. Experience with Public Engagement, Performance Measures, Congestion Management, and Multi-Modal Planning (30%).
4. Availability of staff and ability to mobilize quickly and meet project schedules with limited oversight (20%).
5. Cost (10%).

XI. Illegal Immigration Reform Act Compliance

By submitting an offer, Consultant certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act , 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Consultant and any subconsultants of any tier; or (b) the compliance with Title 8, Chapter 14 by Consultant and any subconsultant of any tier. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Consultant agrees to include in any contracts with its subconsultants language requiring the subconsultants to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with lower tier subconsultants language requiring the lower tier subconsultant to comply with the applicable requirements of Title 8, Chapter 14. In the event any consultant or subconsultants of any tier are found not to be in compliance with the SC Immigration Reform Act [hereinafter "The Act"], the consultant agrees to fully indemnify the LSCOG for any loss suffered by the LSCOG as a result of such consultant or subconsultant's failure to comply with the Act.

XII. Safety, Health, and Security

Consultant shall be solely responsible for its activities, that of its employees on the site and activities of its subconsultants, contractors, and/or subcontractors for maintaining a safe job site. Consultant's activities and activities of its subconsultants, contractors, and/or subcontractors shall comply with all local, state, and federal safety regulations and their enforcement agencies. Consultant shall at all times conduct its operations under this Contract in a manner to avoid risk of endangerment to the health and safety of persons and property. The Consultant shall have sole responsibility for implementing its safety and health programs, taking all safety and health precautions necessary and continuously inspecting all equipment, materials and work to prevent, discover, determine and correct any conditions which might result in personal injury, equipment

damage or damage to property or the public. Consultant's safety, health, and security programs shall be in compliance with all regulatory requirements and shall furnish accident, incident, injury, and other records and reports required by the Occupational Safety and Health Administration, State and Local laws, or by the LSCOG.

XIII. **General Contract Clauses**

Non-Appropriations. Any contract entered into by the LSCOG resulting from this RFP shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

Contract Administration. Questions or problems arising after award of this contract shall be directed to Amanda J. Sievers, LSCOG, P.O. Box 850, Aiken, SC 29802.

Ownership of Material. Ownership of all data, material, and documentation originated and prepared for the LSCOG pursuant to this contract shall belong exclusively to the LSCOG.

Force Majeure. The consultant shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the consultant. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the consultant. If the failure to perform is caused by default of a subconsultant, and if such default arises out of the causes beyond the control of both the consultant and subconsultant, and without the fault or negligence of either of them, the consultant shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subconsultant were obtainable from other sources in sufficient time to permit the consultant to meet required delivery schedule.

Save Harmless. The successful proposer shall indemnify and save harmless the LSCOG, the State of South Carolina, SCDOT, and all of their respective officers, agents, and employees, from all suits or claims of any character brought by reason of infringing on any patent, trademark or copyright. Proposer shall have no liability to the LSCOG if such patent, trademark, or copyright infringement or claim is based upon the proposer's use of material furnished to the proposer by the State.

Publicity Releases. The consultant shall not have the right to include the LSCOG's name in its published list of customers without prior approval. With regard to news releases, only the name of the consultant, type and duration of contract may be used and then only with prior approval of the LSCOG. The consultant agrees not to publish or cite in any form any comments or quotes from

the LSCOG officials or staff. The consultant further agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the LSCOG.

S. C. Law Clause. Upon award of a contract under this Proposal, the person, partnership, association, or corporation to whom the award is made must comply with the Laws of South Carolina, which require such person or entity to be authorized and/or licensed to do business with the State of South Carolina. By submission of this signed Proposal, the proposer agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

Termination. Subject to the conditions below, the contract may be terminated for any reason by the LSCOG providing a written thirty (30) day advance notice is given to the consultant.

For Convenience. In the event that this contract is terminated or canceled upon request and for the convenience of the LSCOG without the thirty (30) days advance written notice, then the LSCOG may negotiate reasonable termination costs, if applicable.

For Cause. Termination by the LSCOG for cause, default, or negligence on the part of the consultant shall be excluded from the foregoing conditions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default clause in this RFP shall apply.

Assignment. No contract or its provisions may be assigned, sublet, or transferred without the written consent of the LSCOG.

Affirmative Action. The successful proposer will take affirmative action in complying with all federal and state requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin, familial status, or physical handicap.

Contract amendments, modifications, and change orders. Any change orders, alterations, amendments or other modification hereunder shall not be effective unless reduced to writing and approved by the LSCOG and the consultant.

Type of Contract. The LSCOG intends to sign a contract with one firm for the complete set of products and services included in this Request for Proposals. To the extent that firms choose to make joint Statements of Qualifications, one firm must be designated the lead firm to sign the contract and be the point of contact with the LSCOG.

Employment of Personnel. In all hiring or employment made possible by or resulting from the contract and in accordance with 49 CFR Part 21, the consultant agrees that:

(1) there shall be no discrimination against any employee or applicant for employment because of handicap, age, race, color, religion, sex, or national origin, and

(2) affirmative action shall be taken to insure that qualified applicants are employed, and that

(3) employees are treated during employment without regard to their handicap, age, race, color, religion, sex, familial status, or national origin.

This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The consultant further agrees to give public notice in conspicuous places available to employees and applicants for employment setting forth the provisions of this section. All solicitations or advertisements for employees shall state that all qualified applicants shall receive consideration for employment without regard to handicap, age, race, color, religion, sex, familial status, or national origin. All inquiries made to the consultant concerning employment shall be answered without regard to handicap, age, race, color, religion, sex, familial status or national origin. All responses to inquiries made to the consultant concerning employment made possible as a result of the contract shall conform to Federal, State, and local regulations.

Compliance with Codes, Ordinances, Industry Standards. During the term of this contract, it shall be the consultant's responsibility to ensure compliance with all applicable provisions of laws, codes, ordinances, rules and regulations, tariffs, and industry standards.

Safety Precautions. The LSCOG assumes no responsibility with respect to accidents, illness, or claims arising out of any work undertaken with the assistance of funds paid under the contract. The consultant shall take necessary steps to insure or protect itself and its personnel. The consultant agrees to comply with all applicable local, State, and Federal occupational and safety acts, rules, and regulations.

Restrictions for Lobbying. In accordance with 31 U.S.C. 1352, funds received under this contract may not be expended to pay any person or influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. This restriction is applicable to all subconsultants and must be included in all subcontracts.

Compliance with Federal Regulations. State or Federal requirements that are more restrictive shall be followed.

Americans with Disabilities Act (ADA). The consultant shall comply with the ADA, as applicable.

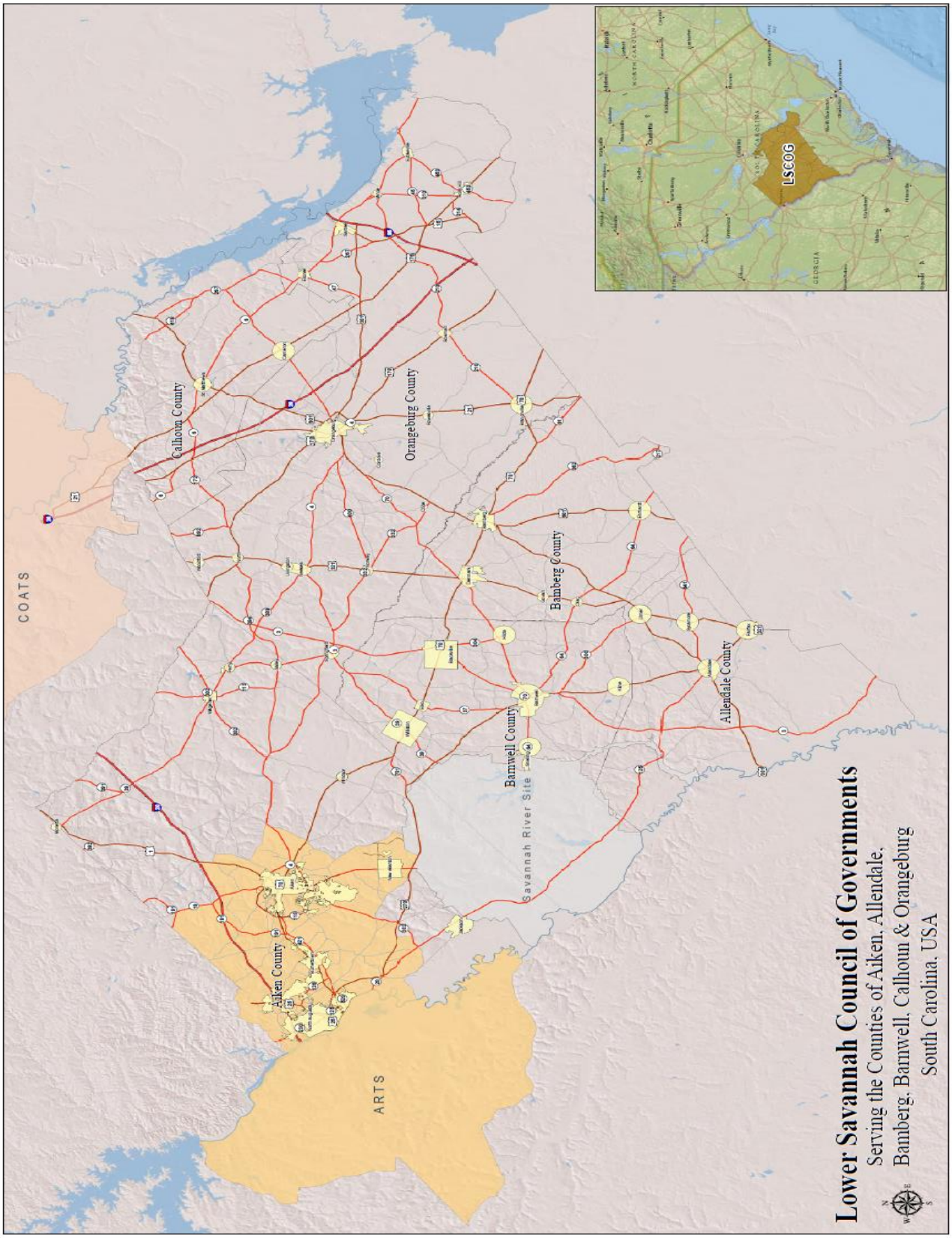
Debarment Certification. The consultant agrees to comply with the applicable provisions of 2 CFR Part 1200 and 2 CFR Part 180.

Audits and Reviews. The consultant shall, throughout the life of the contract, participate in State and Federal audits. The firm shall provide support to the LSCOG during any and all audits. The support shall include, but shall not be limited to, producing documentation, gathering data, preparing reports or correspondence, and assisting the LSCOG in responding to questions. The consultant shall comply with all applicable requirements of 2 CFR Part 200 and 23 CFR Part 172.

Project Identification. The consultant agrees that the final deliverables from the Contract shall be labeled with an appropriate designation stating that the project has been financed with Federal/State assistance provided by the South Carolina Department of Transportation and the Federal Highway Administration.

ATTACHMENT

Map 1: LSCOG Study Area


Lower Savannah Council of Governments
Serving the Counties of Aiken, Allendale,
Bamberg, Barnwell, Calhoun & Orangeburg
South Carolina, USA
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ARTS
Aiken County
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Barnwell County
Allendale County
Savannah River Site
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