

Hinesville Area Metropolitan Planning Organization

**REQUEST FOR PROPOSALS
(RFP 18-01)
PROFESSIONAL CONSULTING SERVICES
FOR THE
2020-2045
METROPOLITAN TRANSPORTATION PLAN**



**Dated: August 25, 2018
RFP's due by 2:00 PM on September 21, 2018**



**HINESVILLE AREA METROPOLITAN PLANNING ORGANIZATION
REQUEST FOR PROPOSALS
PROFESSIONAL CONSULTING SERVICES
2020-2045 METROPOLITAN TRANSPORTATION PLAN**

The Hinesville Area Metropolitan Planning Organization (HAMPO) is requesting proposals for professional consulting services for the 2020-2045 Metropolitan Transportation Plan (MTP).

Services required are to update and revise HAMPO's MTP to create a fiscally feasible transportation system that integrates thoroughfare development, public mass transportation, air facilities, rail systems, intermodal facilities, bicycle and pedestrian facilities and transportation enhancements; and reflects consideration of the area's comprehensive land use plans and overall social, economic, environmental, and energy conservation plans, goals and objectives.

The RFP is available on HAMPO's website: <http://thelcpc.org/haHAMPO/rfq-engineering-services/> or the HAMPO office, 100 N. Main Street, Suite 7520 (Rm 2100), Hinesville, GA 31313, or email ngustavson@thelcpc.org or call Nils Gustavson, Planner III, (912) 408-2035.

RFP is due **September 21, 2018** by 2 PM at the HAMPO Offices.

Dates of publication: August 25th and September 8th, 2018

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.

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

HAMPO is 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.

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

HAMPO is a direct recipient of federal grants from the US Department of Transportation and therefore the following statement shall be included in all solicitations:

"The Georgia Department of Transportation 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."

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Introduction

RFP is due September 21, 2018 at 2 PM

For the purposes of this contract and project, HAMPO 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 HAMPO 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 State of Georgia's Disadvantaged Business Enterprises (DBE) plan is race neutral with the use of DBEs and small businesses is encouraged.

The proposed work is for the services of a professional consulting firm to conduct the update of the Metropolitan Transportation Plan (MTP) which will consider transportation issues to the year 2045. The 2020-2045 MTP will be an update to the 2015-2040 MTP and will incorporate the substance of the 2015-2020 MTP Freight and Multimodal supplements.

The total project budget is not to exceed \$200,000 and all work must be completed by October 15, 2020.

If you desire to propose, please complete and return the "Acknowledgement of Receipt of RFP" as shown in the exhibits. Please see the section on submissions for contact information as this is critical for sharing of questions and addenda.

HAMPO reserves the right to waive any minor informality, or to issue addenda to this RFP. Any addenda issued will be mailed, emailed, or faxed to all consultants of record that have completed and returned the RFP Acknowledgement of Receipt Form.

Questions

Questions concerning this RFP must be submitted in writing, may be hand delivered, mailed, or emailed to Nils Gustavson. All responses to questions will be mailed or emailed to all consultants on record that have completed and returned the RFP Acknowledgement of Receipt Form.

Questions concerning the RFP will be accepted through **1 PM September 12, 2018** and written responses will be answered no later than **5 PM September 14, 2018**. Q&A will be posted to the HAMPO web page and email notice of same sent to registered proposers.

In General

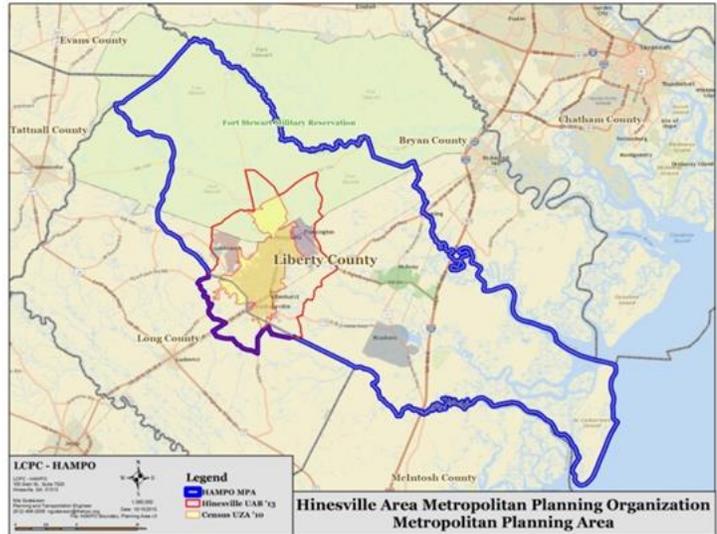
The scope of work is to create an MTP that is fiscally feasible that integrates thoroughfare development, public mass transportation, air facilities, rail systems, intermodal facilities, bicycle and pedestrian facilities and transportation enhancements; and reflects consideration of the area's comprehensive land use plans and overall social, economic, environmental, and energy conservation plans, goals and objectives.

Regional Context and Existing Conditions

In 2003, HAMPO was established pursuant to federal law to address transportation planning within Liberty County and the urbanized portions Long County, including Fort Stewart and the municipalities of Hinesville, Allenhurst, Flemington, Gum Branch, Midway, Riceboro and Walthourville. In 2005, the Memorandum of Understanding with the Georgia Department of Transportation, affirmed by Governor Perdue, designated the Liberty Consolidated Planning Commission (LCPC) as the recipient and management entity for all planning funds and activities associated with HAMPO.

Like many communities throughout the United States, the Hinesville area has a variety of challenges related to bicycle and pedestrian concerns. In February 2017, HAMPO completed its Non-Motorized Plan and Transit Operations Plan update as a supplement to the 2040 MTP and the substance of this study should be incorporated into the 2020-2045 MTP.

Liberty Transit is the public transportation provider for the Section 5307 urbanized area and maintains a “fixed route” bus service currently providing 3 routes within Hinesville, Flemington and Walthourville. Additionally, Liberty Transit will be transitioning from deviated route to complementary paratransit in November 2018. In May of 2018, Hinesville adopted the Liberty Transit Development Plan and the substance of this study should be incorporated into the 2020-2045 MTP.



Coastal Regional Coaches is the public transportation provider for the Section 5311 rural areas providing demand response services and this should be incorporated into the 2020-2045 MTP.

The MidCoast Regional Airport provides general aviation and is a joint use military airport recently upgraded with longer runways and other improvements. Long term planning efforts for this airport should be incorporated into the 2020-2045 MTP.

In November of 2017, HAMPO completed its Regional Freight Study and the substance of this study should be incorporated into the 2020-2045 MTP.

Freight and Passenger rail service through the MPO planning area is provided by rail lines maintained and operated by CSX and a short haul railroad provides limited service to major industry in Riceboro. Railroad services should be addressed in the 2020-2045 MTP.

In October of 2016, the 2015-2040 MTP was incorporated by reference into the Liberty County Consolidated Comprehensive Plan as the transportation element. This plan will need to be reference in the 2020-2045 MTP.

Objective

The overall objective of this effort will be to develop a financially constrained, Metropolitan

Transportation Plan document which will provide recommendations for short-range (years 0 to 7), medium-range (years 8 to 17), and long-range (years 18 to 25) transportation needs in the HAMPO MPA. HAMPO updates the MTP every five (5) years with an approved 2020-2045 MTP due no later than October 15, 2020 to GDOT.

The resulting documents should be compliant with:

- The Fixing America's Surface Transportation (FAST) Act, Public Law No. 114-94, December 4, 2015,
- The Moving Ahead for Progress in the 21st Century Act (MAP-21), Public Law No. 112-141, July 6, 2012, as amended by the Surface Transportation and Veterans Health Care Choice Improvement Act of 2015, Public Law No. 114-41, July 31, 2015 and other authorizing legislation to be enacted,
- FTA's authorizing legislation in effect in FY 2012 or a previous fiscal year, except as superseded by the FAST Act cross-cutting requirements that apply, and
- Appropriations Acts or Continuing Resolutions funding the U.S. Department of Transportation.

Scope of Work and Tasks

The 2020-2045 MTP document will be a key tool in establishing and maintaining our regional transportation system. The 2020-2045 MTP will evaluate needs, set priorities and coordinate improvements at a regional transportation system level. It will do this while being financially constrained, and environmentally and socially sensitive. The 2020-2045 MTP will consider short, medium, and long-range transportation needs between 2020 and 2045. Projects listed but not constrained will be shown as illustrative or beyond 2045.

The selected consultant for the 2020-2045 MTP will review the 2015-2040 MTP and with other key MPO, State and jurisdictional studies and plans to ensure consistency. The MTP will address multiple modes of transportation: automobile, freight, bicycle, pedestrian, rail, air and transit. Additionally, the 2020-2045 MTP will consider "smart" signalization on major corridors.

The area has traditionally relied on federal, state and local financial resources for the provision of transportation services and infrastructure and it is a significant concern that financial resources will not be able to keep pace with transportation needs associated with Hinesville area. Strategic selection and prioritization will be used to accommodate limited funding situation, as well as an evaluation of alternative local and regional funding sources.

Alternative funding will be addressed and the 2020-2045 MTP will be responsible for identifying fiscal elements and funding projections for the 2020-2045 MTP. The project list shall be presented in both present and future values.

The selected consultant shall develop a long-range transportation plan compliant with federal, state, and local regulations with specific attention to: 23 Code of Federal Regulations Part 450 Subpart C- Metropolitan Planning and Programming.

Planning level unit cost estimates shall be developed and provided to the Hinesville Area MPO for new construction and reconstruction of transportation facilities including but not limited to: Principal Arterial, Minor Arterial, and Collector roadways; bridge structures; multi-use trails; sidewalks; bicycle lanes; interchanges and associated auxiliary lanes; traffic signals; round a-bouts; and para transit and fixed route buses.

Consideration should be given to linking NEPA and the transportation planning processes where appropriate in the development of the MTP.

Task 1 - Project Management

This task involves activities required to manage the project including staff, equipment, and documentation. It also includes the preparation of progress reports, documenting expense, and preparing and submitting invoices in a timely manner. This task includes quarterly progress reports to the MPO and presentations at major milestones.

Task 2 - Public Involvement Plan

To achieve the proposed vision for the 2020-2045 MTP, it is imperative that residents, businesses and stakeholders be involved in the development of the study. Direct effort should be made to obtain broad-based support from the community. Consultants shall prepare a Public Involvement Plan that is consistent with the MPOs Public Participation Plan and complies with Title VI of the Civil Rights Act of 1964 and the Executive Order on Environmental Justice of 1994. The following are public involvement activities the consultant should include:

- 1) Public meetings/design charrettes for the public, including residents, businesses, and stakeholders. Meetings should present the MPO as a unified region. Meetings should inform the community of the study's purpose, extent, and progress; present existing conditions and alternatives; and engage the public to provide input and seek information on study issues. All input and attendance from the public meetings shall be recorded and all concerns and suggestions will be included and addressed in the study document.
- 2) A web site for the study that will be interesting, provide up-to-date information, and be easy to use by the public. The consultant shall create a website to keep the public informed and engaged regarding the study. The website should include regular updates, including pertinent study documentations, maps, the online survey, suggestion box, public involvement opportunities, and the drafts and final reports. Administrative rights for LCPC/HAMPO web site updates will be provided.

In-Person/ Community Engagement:

Consultants are encouraged to reach out to the community at large and interested or affected community members. Consultants are encouraged to use novel means to inform the public and gather their opinions. Suggested ideas could include but are not limited to: flyers; updates in city bulletins, radio or television PSAs; coordination with local public or commercial media outlets; presentation to community/ business groups, and public meetings.

Online Engagement:

Consultants are encouraged to development and maintenance of social media posts or other online engagement tools to enhance the public involvement process and encourage the public's participation. The MPO will allow consultants to create social media pages for the 2020-2045 MTP and share administrative privileges with designated consultant staff for during active phases of the study. This arrangement allows consultants to provide study updates and public outreach on social media while also allowing the MPO project manager convenient access to monitor public responses.

Other Engagement:

Public meetings will be advertised in the local newspaper(s). Consultants are responsible for preparing newspaper advertisements for public meetings and final presentations. The MPO reviews the ads, provides necessary modifications to language and formatting, and coordinates and pays for printing with the local newspaper.

Task 3 - Steering Committee:

The MPO project manager will assist the consultant in developing a Steering Committee of stakeholders and multi-modal partners for the 2020-2045 MTP. The consultant will meet with the Steering Committee during the study process to seek comment, review data and recommendations at key milestone dates.

Task 4 – Community Survey:

Consultant will develop and administer a basic on-line survey to understand the publics' travel habits, preferences, and attitudes. The survey shall be linked from the web page and administered during active phases of the study. Additionally, an on-line "suggestion box" shall be developed and administered concurrently with the survey.

Task 5 - MTP Planning Factors, National Goals and MTP Objectives

USDOT has set planning factors and both FTA and FHWA have set national goals. These shall be used to develop the objectives of the 2020-2045 MTP. Please refer to HAMPO's 2019 UPWP for guidance on how to present these as HAMPO MTP goals and objectives.

Task 6 - Federal Performance Measures

The 2020-2040 MTP will address the Federal Transportation Performance Measures. This task will encompass the following Performance Measures areas and note HAMPO should have these adopted these prior to issuing the notice to proceed for this study:

- 1) Safety performance measure requirements,
- 2) Pavement and bridge condition performance measure requirements,
- 3) System reliability and freight measure requirements, and
- 4) Transit asset management.

The MPO envisions this task to include:

- 1) Explaining and defining the individual Federal Transportation Performance Measures,
- 2) Incorporating performance targets relative to the HAMPO and GDOT planning processes, and
- 3) Developing a monitoring and reporting schedule that meets State and Federal reporting requirements.

This task will be accomplished in coordination with the MPO, local jurisdictions, GDOT, FHW and FTA and be in compliance with Federal Guidance on adoption of Federal Transportation Performance Measures.

Task 7 – Incorporate New Federal Initiatives

New Federal initiatives have arisen since the adoption of the 2015-2040 MTP. To maintain compliance with federal regulations the following items will be defined and discussed within the 2040-2045 MTP. These initiatives are to be incorporated into the selection of transportation projects in the fiscally constrained plan.

- State adopted and MPO Supported Performance Measures
- Transportation Systems Management and Operations (TSM&O)
- Livability and Sustainability

Task 8 – Travel Demand Model

The consultant will update the socio-economic data developed for the 2015-2040 MTP travel demand model and GDOT will be responsible for development and calibration.

Task 9 – Development of Implementation Schedule:

Transportation Performance Measures are designed to keep MPO's and local jurisdictions accountable to efficient use of Federal funds, to help them achieve national transportation goals, to adhere to better decision making, and to increase transparency of project prioritization, selection and funding. The Hinesville Area MPO foresees that performance measures will necessitate changes in the ways that the jurisdictions select and prioritize network improvement projects.

Additionally, the uncertainty of future federal funding creates a need to be even more strategic in planning and preparing for federally aided projects. For these reasons, the MPO would like to establish a well-defined short-range plan for years 1 to 7. This project list will be developed through local knowledge and expertise, be detailed, be backed by an analytical performance-based evaluation process and be mindful of new state and federal transportation centered initiatives.

Mid-range (years 8 to 17) and long-range (years 18 to 25) implementation schedules will be developed using the same criteria but with less detail and in more general terms.

Safety (accidents) and congestion (AADT/AADTT vs highway capacity) should be considered as major criteria for project rankings.

Task 10 - TCC and Policy Board Meetings

A minimum of two (2) personal appearances is required before both the TCC and Policy Board during the development or completion of the study.

Task 11 - Other

A few items have been identified as opportunities for improvement to the 2015-2040 MTP. The following bullets explain those items, and the MPO request these elements be discussed and incorporated into the 2020-2045 MTP.

- Define, discuss and incorporate ADA elements into the MTP.
- Discuss major maintenance projects on collector and arterial functionally classified roadways throughout the planning horizon.
- Discuss Safety/ Highway Safety Improvement Program in detail and identify potential projects for this category.

Review and Distribution Process

Electronic copies of draft report(s) shall be provided with one paper copy to the MPO project manager at key milestones for distribution for comments to GDOT Planning, GDOT Multi-Modal, FHWA and FTA. All comments from the MPO, GDOT, FHWA, and/or FTA shall be addressed to the respective entity's satisfaction.

GDOT Review and Concurrence

The consultant will present a draft of the 2020-2045 MTP to the MPO Project Manager prior to submittal to the Georgia Department of Transportation for draft review and comment at least 30 days prior to the Public Hearing and final approval process.

Final Approval/Presentations/Completion

After the GDOT review, the draft report shall be advertised and made available to the public for a minimum of 45 days before the final presentation to the Policy Committee. The consultant should consider final draft presentation during the 45-day public comment period to key governing authority Board and/or Council meetings with the potential for it to be a public meeting.

All comments from the MPO, GDOT, FHWA, and FTA shall be addressed to the respective entity's satisfaction. Approval of the final draft by the MPO Policy Board and subsequent distribution of study deliverables will mark the completion of the study.

Deliverables

The final study report shall be produced after all comments on the draft report are addressed, final presentations are complete, and the report has been approved by the Technical and Policy Committees. All products are to be delivered to the MPO project manager for dissemination to the appropriate City, County and MPO staff, TCC and Policy Board Members, and oversight entities.

Tentative Schedule for Contract Development

task	date	duration
ad to paper	Tue, Aug 21, 2018	
first ad	Sat, Aug 25, 2018	4
second ad	Sat, Sep 08, 2018	14
questions due	Wed, Sep 12, 2018	4
questions answered	Fri, Sep 14, 2018	2
rfp due	Fri, Sep 21, 2018	31
to eval committee	Mon, Sep 24, 2018	3
evaluation meeting	Tue, Oct 02, 2018	8
interviews	Wed, Oct 10, 2018	8
notice of ranking	Thu, Oct 11, 2018	1
protest period	Thu, Nov 01, 2018	21
policy committee award	Thu, Nov 08, 2018	7
notice of intent to award	Fri, Nov 09, 2018	1
notice to proceed	Fri, Nov 23, 2018	14
policy approve MTP	Thu, Oct 08, 2020	678

Information Available to the Consultant

Except for state and federal plans, all local referenced plans herein are available on the LCPC/HAMPO website: <http://thelcpc.org/>.

Requirements

The consultant must provide a proposal that meet or exceed all requirements listed in this RFP. The following, in general, should 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.
3. Proposals shall start with a transmittal letter signed by the principal followed by a Table of Contents.
4. Proposals shall include the qualifications of the Firm/Team.
5. Proposals shall include the qualifications of the Project Manager
6. Proposals submitted in response to this RFP must remain firm for a period of sixty (60) days following the deadline for submission for this RFP.
7. The bidder will describe how they plan to incorporate the DBE and/or small business participation.

8. Proposals may also include any miscellaneous information.

Fees and Costs

The proposal shall include a budget for the tasks including grand total that includes time (in hours) and costs, including any subcontractors. Cost proposals shall be included in a separate, sealed envelope with the proposal submittal.

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

Submission

RFP's shall be submitted in a sealed envelope marked "RFP 2018-1: 2020-2045 MTP" no later than 2 PM on **September 21, 2018** to:

Nils Gustavson, Planner III
Hinesville Area Metropolitan Planning Organization
100 N. Main Street, Suite 7520 (package delivery must note Room 2100)
Hinesville, GA 31313

912-408-2035, ngustavson@thelcpc.org

Evaluation and Selection

Selection Committee

The Selection Committee will consist of a six-person panel; five voters and one moderator with selection committee members chosen from the voting membership HAMPO's Policy, Technical and/or Citizens Committees. The HAMPO Project Manager will moderate the selection process, interviews if required, and provide a tie breaking vote if needed.

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. **Prime Consultant fee schedule shall not exceed \$200,000.**
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 HAMPO. The HAMPO reserves the right not to make an award.
7. Respondents are advised that the Executive Director for the HAMPO is solely responsible for the award of the Contract.
8. Any respondent who communicates with any HAMPO 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.

Content of Proposal

The consultants are requested to be as brief and concise as possible. In addition to showing the

consultant’s understanding of project and proposed work approach, the proposal should include a description of firm, project team with key individuals’ time-availability and examples of past, pertinent work projects.

Required Elements for Appendix

1. The consultant’s appendix must include the following items.

[EXHIBIT B: GENERAL INFORMATION FORM](#)..... 21

[EXHIBIT C: DBE UTILIZATION FORM](#) 22

[EXHIBIT D: CERTIFICATION OF ELIGIBILITY TO PROPOSE](#) 23

[EXHIBIT E: CERTIFICATION OF NON-COLLUSION](#)..... 24

2. Resumes or list of Personnel: Detail who will be assigned to work on the project including titles, education, and/or work experience.
3. Evidence that the proposer has been pre-qualified by GDOT for “1.01 Statewide Systems Planning” and “1.02 Urban Area and Regional Transportation Planning”. The proposer may also list other pre-qualifications related to the proposed study.
4. Proposed Project Schedule: Proposed schedules may begin as soon as December 1, 2018 but must end by October 15, 2020. The schedule should detail key activities necessary to complete the study. Suggested activities may include but are not limited by:
 - Presentations to Stakeholder Committee, HAMPO Policy (PC), Technical (TCC), and Citizens (CAC) Committees
 - PC meets 2nd Thursday of even months @ 9 AM
 - TCC meets 2nd Thursday of odd months @ 9 AM
 - CAC meets 4th Tuesdays of even months @ 5:30 PM (the CAC can host public)
 - Data Acquisition
 - Public Outreach Activities (webpage, meetings, social media, news releases, etc.)
 - Documents/Tech report(s) milestones
 - Draft Report Development
 - Final presentation to PC for adoption by resolution
5. Quality Control/Quality Assurance (QC/QA) program: Detail the program that will be used on the project. This (QC/QA) program must identify the team members, their responsibilities, and stages of development at which each is to be responsible.

Proof of Insurance

6. The primary firm must include evidence in the proposal that he or she maintains the following minimum insurance:
 - Workers' compensation and employer's liability in amounts required by law;
 - Commercial general liability with limits of liability not less than \$1,000,000;
 - Automobile liability insurance with limits of liability not less than \$1,000,000; and,
 - Professional Liability with limits of liability not less than \$1,000,000.

Evaluation Scoring:

The proposal evaluation criteria and weighting for the selection of the consultant will be as follows:

Professional Qualification of Team (30%): Within the last five years, the consultant team must have completed one similar project. The consultant team must demonstrate familiarity through past performance and provide references.

Experience/Availability of Project Manager and consultant team (20%): The consultant team must demonstrate its ability to meet the project schedule. The proposal shall address availability of all principal personnel in terms of percent availability by task. The prime consultant must show that enough resources are available to complete requested work.

Understanding of Project Scope (50%): The responding consultant team must present their team's approach through further clarification and understanding of all tasks involved in this project. Any work on similar type projects may be listed to validate this understanding. This includes the proposed fees and schedule.

Disqualification

The HAMPO 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 RFP.
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 HAMPO's policy and procedure for the administrative resolution of protests is set forth in the appendix as "Exhibit H: Protest Policy and Procedures".

HAMPO Project Schedule

It is the intent of the HAMPO that the services concerned herewith begin as soon as contract negotiations and authority to enter into contract is achieved. The contract between the HAMPO and the selected Consultant will be for the duration of this project which is expected to be completed no later than October 15, 2020.

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 the HAMPO. The selected Consultant acknowledges and agrees that the contract by and between the HAMPO and the selected Consultant shall include certain contract provisions required by the HAMPO, 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. HAMPO, GDOT, FHWA and FTA require that specific clauses accompany federally funded projects executed by the MPO. Consultants

should be prepared to abide by the necessary clauses and include each verbatim and unaltered in a potential contract (see appendix).

Amendments to the Contract

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

Terms and Conditions

1. The HAMPO, 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 HAMPO's sole judgment, best meets the requirements of the project.
2. The HAMPO creates no obligation on the part of the HAMPO to award a contract or to compensate the proposer for any costs incurred during the proposal presentation, response, submission, or oral interviews (if held). The HAMPO 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.
3. Inspection – Proposer's shall permit, if requested, authorized representatives of the HAMPO to inspect a Proposer's data, facilities, equipment and records relating to this RFP. Unsubstantiated statements or the refusal to permit audit or inspection may cause the Proposer to be deemed non-responsive.
4. Proprietary Information – All Proposals shall become the property of the HAMPO. If any proprietary information is contained in or attached to a proposal, it must be clearly identified as such.
5. Limitation on Funding – The Contract for services resulting from this RFP will be subject to the contract between the HAMPO and the availability of on-going funds from the HAMPO's funding sources. The Contract for this service is contingent upon receipt of these funds by the HAMPO. If funding from these sources is eliminated or decreased, the HAMPO reserves the right to terminate the Contract or modify it accordingly.
6. Protest and Appeal Procedures – The procurement procedures and appeal processes are contained in Exhibits attached hereto and made a part thereof.
7. Insurance: The firm selected to perform the work described in this RFP will be required to provide and maintain evidence of public liability, worker's compensation and property damage insurance with limits of not less than \$1,000,000.

HAMPO's Reservation of Rights and Disclaimers

1. The HAMPO is requesting responses to this RFP pursuant to its determination that such a process best serves the interests of the HAMPO and the public, and not because of any legal requirement to do so.
2. The HAMPO shall not be responsible in any manner for any costs associated with responses to this RFP.

3. The HAMPO 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 HAMPO's interest.
4. The HAMPO reserves the unqualified right to amend the terms of this RFP at any time, and to solicit and accept modifications to any Proposal at any time when it is in the best interest of the HAMPO to do so.
5. The HAMPO reserves the unqualified right, in its sole and absolute discretion, to choose or reject any Proposal received in response to this RFP, either based on an evaluation of the factors listed in this RFP or for other reasons, whether any Proposal offers the highest monetary compensation to the HAMPO or any other public entity.
6. The HAMPO reserves the unqualified right, in its sole and absolute discretion, to reject any and all Proposals or to suspend or abandon this RFP process at any time, with no recourse for any Respondent.
7. The information contained in this RFP and in any subsequent addenda or related documents is provided as general information only. The HAMPO makes no representations, warranties, or guarantees that the information contained herein is accurate or complete. The furnishing of such information by the HAMPO shall not create or be deemed to create any obligation or liability upon it for any reasons whatsoever, and each recipient of the RFP, by submitting a Proposal to the HAMPO, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold the HAMPO, or any third party who advised or prepared a report for the HAMPO, liable or responsible therefore in any manner whatsoever.
8. The HAMPO may, at any time, request further information from any Respondent, interview any respondents to more fully understand their responses to this RFP, and require any respondent to arrange a site visit for its Selection Advisory Committee.
9. The HAMPO reserves the right, in its sole discretion, to develop the project on any schedule and use any chosen approach.
10. 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 HAMPO, nor any correspondence, discussions, meetings or other communications between a respondent and the HAMPO, nor a determination by the HAMPO that the respondent is qualified hereunder, shall:
 - (i) Impose any obligation on the HAMPO to include the respondent in any such further procedures which the HAMPO may utilize prior to the final selection of a respondent,
 - (ii) Be deemed to impose any obligation whatsoever on the HAMPO to select the respondent, or to enter negotiations with the respondent, or
 - (iii) 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 RFP or any addenda thereto, nor of the attending any subsequent interviews or meetings in connection with this development opportunity, shall be reimbursed

by the HAMPO.

11. The HAMPO 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 RFP response. Submission of a proposal in response to this RFP shall constitute permission for the HAMPO to make such inquiries, and authorization to third parties to respond thereto.
12. The individual responses to this RFP, including all drawings, plans, photos and narrative material shall become the property of the HAMPO upon their receipt thereof. The HAMPO will maintain the confidentiality of any material that is provided in response to this RFP 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 HAMPO in response to this RFP or any correspondence, discussion, meeting, or other communication between the respondent and the HAMPO 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.
13. Neither the members of the HAMPO 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 RFP nor any statement made herein.
14. The HAMPO 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:
 - (i) Felonious or other criminal record in any jurisdiction (domestic or foreign);
 - (ii) A determination by the HAMPO that the respondent has failed to disclose:
 - (a) 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
 - (b) A conflict of interest; or
 - (c) A determination that such disqualification would serve the public interest.
15. The HAMPO reserves the unqualified right to:
 - (i) 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;
 - (ii) Require any prospective respondent to take any action or supply any information necessary to remove the conflict, including without limitation, obtaining an opinion from the State Ethics Commission; or
 - (iii) Terminate any contract arising out of this RFP if, in the opinion of the HAMPO, any such relationship would constitute or have the potential to create a real or perceived conflict of interest.

APPENDIX

<u>EXHIBIT A: ACKNOWLEDGEMENT OF RECEIPT OF RFP*</u>	20
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EXHIBIT A: ACKNOWLEDGEMENT OF RECEIPT OF RFP*

REQUEST FOR PROPOSALS
RFP 18-01
CONSULTING SERVICES FOR 2020-2045 MTP

Name of Firm: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Email: _____

Please return to Nils Gustavson at ngustavson@thelcpc.org

***Addenda and Q&A will only be forwarded to those firms that complete and submit the *RECEIPT OF RFP* form.**

EXHIBIT B: GENERAL INFORMATION FORM

REQUEST FOR PROPOSALS PROPOSAL
RFP 18-01
CONSULTING SERVICES FOR 2020-2045 MTP

(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): _____

Name, Title, Telephone Number and email of the Organization's Authorized Representative:

Acknowledgment of received Addenda No(s): _____

The undersigned, being cognizant of the pages, documents and Exhibits concerned herewith agrees to provide the HAMPO, with the services described in the Request for PROPOSALS for CONSULTING Services for 2020-2045 MTP (RFP 18-01).

The stated Proposal shall be firm for 60 days from the September 21, 2018 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 C: DBE UTILIZATION FORM

REQUEST FOR PROPOSALS
 RFP 18-01
 CONSULTING SERVICES FOR 2020-2045 MTP

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 HAMPO 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 D: CERTIFICATION OF ELIGIBILITY TO PROPOSE

REQUEST FOR PROPOSALS
RFP 18-01
CONSULTING SERVICES FOR 2020-2045 MTP

(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 E: CERTIFICATION OF NON-COLLUSION

REQUEST FOR PROPOSALS
RFP 18-01
CONSULTING SERVICES FOR 2020-2045 MTP

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 F: FEDERALLY REQUIRED CONTRACT CLAUSES

REQUEST FOR PROPOSALS
RFP 18-01
CONSULTING SERVICES FOR 2020-2045 MTP

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

ASSIGNABILITY CLAUSE

Neither HAMPO nor the contractor shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the other

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS & RELATED ACTS

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

FEDERAL CHANGES - 49 CFR Part 18

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between HAMPO and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS - FTACircular 4220.1F

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any the HAMPO requests which would cause the HAMPO to be in violation of the FTA terms and conditions.

AMERICANS WITH DISABILITIES ACT (ADA)

ADA Access - This requirement applies to contracts for Architectural and CONSULTING Services. The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT) **49 CFR Part 29, Executive Order 12549**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the HAMPO. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the HAMPO, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ENERGY CONSERVATION REQUIREMENTS - 42 U.S.C. 6321 et seq. , 49 CFR Part 18

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

SEISMIC SAFETY REQUIREMENTS - 42 U.S.C. 7701 et seq. 49 , CFR Part 41

Seismic Safety - The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

FLY AMERICA REQUIREMENTS – 49 U.S.C. §40118, 41 CFR Part 301-10

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act. Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases. The Fly America requirements flow down from FTA recipients and sub-recipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. The relevant statutes and regulations do not mandate any specified clause or language. FTA proposes the following language.- The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act.

The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

TERMINATION - 49 U.S.C. Part 18, FTA Circular 4220.1F

a. Termination for Convenience (General Provision) The HAMPO may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the HAMPO to be paid the Contractor. If the Contractor has any property in its possession belonging to the HAMPO, the Contractor will account for the same, and dispose of it in the manner the HAMPO directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the HAMPO may terminate this contract for default. Termination shall be effective by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the HAMPO that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the HAMPO, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The HAMPO in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to the HAMPO's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from the HAMPO setting forth the nature of said breach or default, the HAMPO shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the HAMPO from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the HAMPO elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the HAMPO shall not limit the HAMPO's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the HAMPO may terminate this contract for default. The HAMPO shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the HAMPO.

If, after serving a notice of termination for default, the HAMPO determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the HAMPO, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

ACCESS TO RECORDS AND REPORTS - 49 U.S.C. 5325, 18 CFR 18.36 (i), 49 CFR 633.17

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and

construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
7. FTA does not require the inclusion of these requirements in subcontracts.

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural CONSULTING	Acquisition of Rolling Stock	Professional Services
I State Grantees	None	Those imposed on state pass thru to Contractor	None	None	None	None
a. Contracts below SAT (\$100,000)	None unless ¹ non-competitive award		Yes, if non-competitive award or if funded thru ² 5307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
b. Contracts above \$100,000/Capital Projects						
II Non State Grantees	Yes ³	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
a. Contracts below SAT (\$100,000)	Yes ³		Yes	Yes	Yes	Yes
b. Contracts above \$100,000/Capital Projects						

CIVIL RIGHTS REQUIREMENTS

**29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.**

Civil Rights - The following requirements apply to the underlying contract:

- (1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:
 - (a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - (b) **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - (c) **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) - 49 CFR Part 26

- (a) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%.
- (b) The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the HAMPO deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)). The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- (d) The contractor is required to pay its subcontractors 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 HAMPO.

In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

- (e) The contractor must promptly notify the HAMPO, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the HAMPO.

LOBBYING RESTRICTIONS

The Recipient agrees that neither it nor any Third Party Participant will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve the Underlying Agreement, including any extension or modification, according to the following:

- a) Laws, Regulations, Requirements, and Guidance. This includes:
 - i) The Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended, 16 FTA Master Agreement MA(24), 10-1-2017
 - ii) U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. part 20, to the extent consistent with 31 U.S.C. § 1352, as amended, and
 - iii) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature, and
- b) Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the Recipient's or Subrecipient's proper official channels.

DISPUTES, BREACHES, DEFAULTS, OR OTHER LITIGATION

- c) FTA Interest. FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.
- d) Notification to FTA. If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel, or FTA Regional Counsel for the Region in which the Recipient is located.
 - i) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
 - ii) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
 - iii) If the Recipient has credible evidence that a Principal, Official, Employee, Agent, or Third Party Participant of the Recipient, or other person has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance, the Recipient must promptly notify the U.S. DOT Inspector General, in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located.
- e) Federal Interest in Recovery. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Underlying Agreement. Notwithstanding the preceding sentence, the Recipient may return all liquidated damages it receives to its Award Budget for its Underlying Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that the Recipient receives FTA's prior written concurrence.
- f) Enforcement. The Recipient must pursue its legal rights and remedies available under any third party agreement or any federal, state, or local law or regulation.

EXHIBIT G: HAMPO REQUIRED CONTRACT CLAUSES

3.8.1 Required Clauses

As LCPC is a direct 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 Liberty Consolidated Planning Commission (hereinafter referred to as the LCPC) 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 LCPC, 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 LCPC 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 LCPC. 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 LCPC and contractor's receipt of the partial retainage payment related to the subcontractor's work.

7. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (1) through (7) 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 LCPC 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 LCPC 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.”

EXHIBIT H: PROTEST POLICY AND PROCEDURES

Policy

The HAMPO requires that all prospective contractors be accorded fair and equal consideration in the solicitation and award of contracts. To that end, any interested party shall have the right to protest alleged inequities in the procurement process and to have its issues heard, evaluated and resolved administratively. "Interested party" is defined as an actual or prospective offeror whose direct economic interest would be affected by the award of a contract or by failure to award a contract. Chapter VII, Sec. 1.b. of Federal Transit Administration (FTA) Circular 4220.1F addresses protests where federal funds are involved. FTA will only review protests regarding matters that are primarily of Federal concern.

Submittal Procedures

An interested party wishing to protest a matter involving a proposed procurement or contract award shall file a written submission with the HAMPO Executive Director by certified mail or other delivery method by which receipt can be verified. Electronic submission of protests is not acceptable unless an original signed copy of the protest is received by the HAMPO Executive Director within 24 hours (not including weekends and holidays) after receipt of the electronic copy. The HAMPO Executive Director may, however, permit the electronic provision of supplemental information after the initial protest submittal. The protest shall include, at a minimum:

1. The name and address of the protesting party and its relationship to the procurement sufficient to establish that the protest is being filed by an interested party;
2. Identity of the contact person for the protestor, including name, title, address, telephone, fax and e-mail addresses. If the contact point is a third party representing the protestor, the same information must be provided, plus a statement defining the relationship between the protestor and the third party;
3. Identification of the procurement;
4. A description of the nature of the protest, referencing the portion(s) of the solicitation involved;
5. Identification of the provision(s) of any law, regulation, or other governance upon which the protest is based;
6. A complete discussion of the basis for the protest, including all supporting facts, documents or data;
7. A statement of the specific relief requested; and
8. A notarized affirmation by the protestor (if an individual) or by an owner or officer of the protestor (if not an individual) as to the truth and accuracy of the statements made in the protest submittal.

The protestor is solely responsible for the completeness and validity of the information provided. Any documents relevant to the protest should be attached to the written submission. Documents which are readily available on the internet may be referenced to an appropriate link.

Protests shall be submitted in accordance with the requirements of this Protest Policy and Procedures and any directions included in the solicitation and shall be addressed to the HAMPO Executive Director. Unless otherwise specified in the solicitation, the written protest shall be accompanied by an electronic copy (CD) in PDF format. In case of a variance in the content of the written and CD submittals, the written version shall prevail.

The Contracting Officer or an assigned Contracting Officer in cases where the conduct of the Contracting Officer for the procurement is called into question, shall conduct the administrative processing of protests

filed with HAMPO or with FTA, and shall be responsible for the processing, documenting a protest, and recommending a decision to the HAMPO Executive Director.

The HAMPO Executive Director shall request legal counsel to review and advise concerning any legal issues involved in a protest.

The HAMPO Executive Director shall be responsible for overseeing the decision process and for the content of the decision. The HAMPO Executive Director shall ensure that all relevant parties within HAMPO have been involved in the decision-making process and shall, as circumstances require, obtain the concurrence of the Mayor, City Council or other personnel in a decision prior to its issuance.

HAMPO may decide a protest solely upon the written submission. The protest submission should, therefore, include all materials necessary to support the protester's position. Additional or supplemental materials may only be submitted at the request of, or with the permission of, the HAMPO Executive Director.

If the procurement uses federal funds, a notice of receipt of a protest must be given to the appropriate regional office of the Federal Transit Administration (FTA). The form of notice may be specified by the regional office.

Protests of the Solicitation Process

A protest related to the technical scope or specification, terms, conditions, or form of a solicitation must be received no later than ten (10) working days prior to the date established for opening of bids or receipt of proposals; if the protest addresses an amendment to the solicitation, it must be received no later than ten (10) working days prior to the date established for opening bids or receipt of proposals or five (5) working days after the date of issuance of the amendment, whichever is later; in no event, however, may a protest of this nature be submitted after bids or proposals are received. The protest must conform in all respects to the requirements set forth above.

Upon receipt of such a protest, the HAMPO Executive Director shall notify all prospective offerors and other known interested parties of the receipt and nature of the protest and shall post a notice of the protest on the procurement web page. Unless the HAMPO Executive Director determines that delay will be prejudicial to the interest of HAMPO or that the protest patently lacks substantial merit, the solicitation process will be extended pending resolution of the protest.

Protests will be considered and either denied or sustained, in part or in whole, by the HAMPO Executive Director in writing. A written decision specifying the grounds for sustaining all or part of or denying the protest will be transmitted to the protestor prior to the receipt of bids or proposals in a manner that provides verification of receipt.

A notice of the decision shall be provided to all parties given notice of the protest and posted to HAMPO's procurement web page.

Should the protest be upheld in whole or in substantial part, the Contracting Officer may either (1) amend the solicitation to correct the document or process accordingly; or (2) cancel the solicitation in its entirety. If the solicitation is amended, the time for receipt of bids or proposals shall be equitably extended to permit all participants to revise their bids or proposals to reflect the decision.

If the protest is denied, the solicitation shall proceed as if the protest had not been filed, unless the protester pursues the protest with the Federal Transit Administration (FTA) as defined below, or otherwise appeals the decision of the HAMPO Executive Director, as defined below.

Protests received by HAMPO after the time periods specified above shall be considered untimely and may be denied on that basis unless the HAMPO Executive Director concludes that the issue(s) raised by the protest involves substantial prejudice to the integrity of the procurement process.

Protests of the Evaluation Process

All bidders/proposers will be notified of the recommended award upon a determination of a recommendation to be made to the Policy Committee. This notice will be transmitted to each proposer at the address contained in its proposal form and shall be posted on the web procurement page. Transmittal may be by electronic means or by hard copy.

Any proposer whose proposal is valid at the time of the staff determination may protest the recommended award on one or more of the following grounds:

1. That the recommended awardee does not meet the requirements of the solicitation;
2. That the bid or proposal recommended for acceptance does not meet the criteria of the solicitation or award;
3. That the evaluation process conducted by HAMPO is improper, illegal, or the decision to recommend award is arbitrary and capricious.

The protest must conform in all respects to the requirements set forth above. The protest must be received by HAMPO at the address specified in the solicitation, no later than five (5) calendar days after the date such notification is publicly posted or sent to the bidder or proposer, whichever is earlier. A written decision stating the grounds for allowing or denying the protest will be transmitted to the protestor and the proposer recommended for award in a manner that provides verification of receipt. Such decision shall be final, except as provided below or by applicable law or regulation.

Evaluation of Protests

A protest decision should ordinarily be written and published within ten (10) working days of receipt of the protest. The HAMPO Executive Director may extend the response period if additional time is required to gather and evaluate information necessary for the decision or for other good cause.

Upon receipt of a protest, the Contracting Officer shall notify parties involved in the procurement as identified above, and such Board personnel or others as may be appropriate or necessary to determine the validity of the protest. Copies of the protest submittal, or portions thereof, may be provided to the notified parties as appropriate.

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