



MEMORANDUM

DATE: September 7, 2021
TO: RFP 21-01 Proposers
FROM: Jeff Ricketson, AICP, Executive Director 
RE: Answers to question submitted in response to RFP 21-01

1. **Question:** Can the Hinesville Area Metropolitan Planning Organization provide a copy of a sample contract agreement (terms and conditions) for reference?

Answer: See Appendix attached hereto.

2. **Question:** Do subconsultants need to fill out any of the provided forms, or just the prime proposers?

Answer: Only the prime proposers need to fill out the provided forms.

3. **Question:** The RFP states that the RFP is due September 17, 2021 by 2 PM at the HAMPO offices on Page 2, but on Page 9, it states that proposal will only be accepted in electronic format by email. Which is the required delivery method?

Answer: Proposal must be delivered via email to jricketson@thelcpc.org by 2PM on September 17th.

4. **Question:** If physical copies are required, can they be hand delivered via FedEx?

Answer: Physical copies are not required.

5. **Question:** If physical copies are required, how many copies need to be delivered?

Answer: Physical copies are not required.

6. **Question:** If physical copies are required, do the original forms need to be included?

Answer: Physical copies are not required.

7. **Question:** Do front/back covers count against the 20-page limit for RFP 21-01, SR196/SR119/ EG Miles Parkway Study?

Answer: No, the front and back covers do not count against the 20-page limit.

Appendix – Contract Sample

CONSULTING AGREEMENT

This Agreement is made by and between Hinesville Area Metropolitan Planning Organization (hereinafter “Client”), with offices at Liberty Consolidated Planning Commission, 100 Main Street, Hinesville, GA 31313 and *COMPANY NAME*, with offices at *COMPANY ADDRESS* (hereinafter “Consultant”) with reference to the following:

WHEREAS, Consultant is engaged in the business of rendering transportation consulting services; and

WHEREAS, in connection therewith, Client wishes to retain Consultant to perform services related to the Hinesville Area MPO EG Miles Parkway Corridor Study; and

WHEREAS, Consultant is willing and able to render said services.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties agree as follows:

1. Consultant’s Services. Consultant agrees to render services to Client in accordance with the Consultant’s Proposal dated _____ and the Client’s Request for Proposals dated _____ (hereinafter “Scope of Work”). These two documents are hereby incorporated into this contract by reference.
2. Compensation. In consideration of the services set forth in 1. above, Client shall pay Consultant in accordance with the budget attached hereto as Exhibit 1 and incorporated herein by reference.

b. Additional Compensation.

- i. Consultant may be entitled to an adjustment in compensation in the event that changes are made to the scope of work or level of effort as further set forth in paragraph 6 herein.
- ii. Client further agrees that in the event that the Consultant is required to provide documents, assistance or testimony in response to claims, demands or actions by third parties in connection with this project, Consultant shall be compensated for its professional fees, costs and associated expenses. This includes, without limitation, any assistance required by the Client relative to any claims made or any actions brought in connection with the project. The foregoing is intended to apply to third party claims, demands or actions that arise from or relate to the Client's project.

c. Manner of Payment. Once each month during the term hereof, Consultant shall prepare and submit to the Client an invoice together with such supporting documentation as may be reasonably required by Client. Invoices shall be based on percent complete. Client shall pay Consultant within thirty (30) days after receipt of the invoice and any required supporting documentation.

3. Status as Independent Contractors. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement. Consultant shall act as an independent contractor, and neither party shall have the power to act for or bind the other party except as expressly provided for herein.

b. Ineligible for Employee Benefits. Consultant shall not be eligible for any benefit available to employees of Client, including, but not limited to, workers compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, savings plans and the like.

4. Term. This Agreement shall be effective as of the date of execution and shall continue in effect through the date of completion unless earlier terminated as provided in paragraph 5

below or the period of performance is extended pursuant to an amendment hereto signed by both parties.

5. Termination. Client shall have the right to terminate this Agreement for convenience upon thirty (30) days' written notice to Consultant. Either party shall have the right to terminate this Agreement if the other party is in default of any obligation hereunder and such default is not cured within thirty (30) days of receipt of a written notice from the non-defaulting party specifying such default unless otherwise agreed in writing. Client shall compensate Consultant for work performed up to the effective date of the termination based on the percent complete.

6. Changes. If any change in the scope of work causes an adjustment in the Consultant's cost of, or time required for, the performance of any part of the work pursuant to this Agreement, the parties shall negotiate an equitable adjustment to the compensation payable hereunder, and this Agreement shall be modified in writing accordingly.

7. Standard of Performance. Consultant agrees to perform the services required hereunder in accordance with the standards of the profession, and to devote such time as is necessary to perform the services required under this Agreement.

8. Conflicts of Interest. Consultant represents that (i) the work hereunder will not create an actual or apparent conflict of interest with any other work it is performing, and (ii) Consultant is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement.

9. Confidential Information. All data and information provided to Consultant by Client is considered proprietary, privileged and confidential. Consultant agrees not to divulge or publicize in any manner any such data or information which is received from Client, or which is obtained as a result of Consultant's work under this contract unless (1) it was known to Consultant prior to being divulged by Client; (2) it was provided to Consultant by a third party not in breach of any obligation to Client or any other party (3) it was independently developed by Consultant; or (4) Consultant is ordered to divulge the information by a court of competent jurisdiction and has promptly advised Client of such order. Consultant agrees to protect such data and information from unauthorized use and disclosure and to refrain from using such data

and information for any purpose other than that for which it was furnished. Consultant shall use at least the same degree of care in protecting Client confidential and proprietary information that it would use in protecting its own confidential and proprietary information. The restrictions set forth in this paragraph shall continue to remain in effect for one year after the expiration of the period of performance hereunder. Consultant may retain a copy of the confidential information for archival purposes only.

10. Work Product. Client agrees that all new materials first developed hereunder by Consultant shall become property of Client. Client agrees that Consultant's pre-existing materials and underlying methodologies and intellectual property remain the property of Consultant. Nothing herein shall prevent the Consultant from marketing, developing, using and performing services or products similar to or competitive with the services and products furnished under this Agreement to the extent that such services and products do not include confidential information of the Client.

11. Insurance. Consultant shall be solely responsible for obtaining workers compensation insurance for its employees and agents and such other insurance as may be required by applicable laws. Consultant agrees to carry, for the term of this Agreement, the following insurance in the amounts indicated:

Professional Liability	\$1,000,000	
Commercial General Liability	\$1,000,000	per occurrence/
	\$2,000,000	aggregate
Automobile Liability	\$1,000,000	

Upon request of the Client, Consultant shall furnish certificates evidencing any and all such insurance.

12. Liability. Client agrees that Consultant's total aggregate limit of liability hereunder (whether by contract, statute, in tort or otherwise) for damages on any one or more or all claims (regardless of the number of different or other claims, claimants or occurrences) shall not exceed a total of the fees paid under this Agreement. Client further agrees that Consultant shall not be

liable to Client for any indirect, incidental, special or consequential damages, any lost profits or any claim or demand, arising out of or in connection with this Agreement even if Consultant has been advised of the possibility of such damages. No action, regardless of form (whether statutory, contract, in tort or otherwise), arising out of the transaction under this Agreement, may be brought by either party more than one year after the cause of action has accrued.

13. USDOT Required Clauses: During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest agree as follows:

a. Compliance with Regulations: The Consultant 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.

b. Nondiscrimination: The Consultant, 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 sub-consultants, including procurement of materials and leases of equipment. The Consultant 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.

c. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

d. Information and Reports: The Consultant 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 Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant 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.

e. Sanctions for Noncompliance: In the event of the Consultant'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:

i. Withholding of payments to the Consultant under the contract until the Consultant complies; and/or

ii. Cancellation, termination, or suspension of the contract, in whole or in part.

f. Incorporation of Provisions: The Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant shall take such action with respect to any sub-consultant or procurement as the LCPC or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the Consultant may request the LCPC enter into such litigation to protect the interests of the state and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States."

14. Miscellaneous.

a. Attorneys' Fees. In the event that suit is brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover as an element of the costs of suit, and not as damages, reasonable attorneys' fees to be fixed by the Court.

b. Waiver, Modification and Amendment. No provision of this Agreement may be waived unless in writing, signed by all of the parties hereto. Waiver of any one provision of this Agreement shall not be deemed to be a continuing waiver or a waiver

of any other provision. This Agreement may be modified or amended only by a written agreement executed by all of the parties hereto.

c. Governing Law. This Agreement shall be governed and construed in accordance with the laws of Georgia.

d. Assignment; Subcontracting. Neither this Agreement nor any duties or obligations hereunder may be assigned, transferred, or subcontracted by Consultant without the prior written approval of the Client.

e. Notices.

i. All notices under this Agreement shall be in writing and shall be delivered by personal service, facsimile or certified mail, postage prepaid, or overnight courier to such address as may be designated from time to time by the relevant party, which initially shall be the address set forth below:

COMPANY NAME

COMPANY ADDRESS

CITY, STATE ZIP CODE

Attn: _____

Hinesville Area Metropolitan Planning Organization

Liberty Consolidated Planning Commission

100 Main Street, Suite 7520

Hinesville, GA 31313

Attn: Jeff Ricketson, AICP Executive Director

ii. All notices shall be deemed given when received. No objection may be made to the manner of delivery of any notice actually received in writing by an authorized agent of a party.

f. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any manner.

g. Benefit. This Agreement is exclusively for the benefit of the parties hereto and may not be enforced by any person or entity other than the parties hereto, their respective successors and permitted assigns.

h. Captions. Captions are for informational purposes only and are not intended to replace contents of paragraphs that are captioned.

i. Entire Agreement. This Agreement and the exhibits attached hereto contain the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives this ____ day of _____, 2021.

COMPANY NAME
COMPANY ADDRESS
CITY, STATE ZIP CODE

Hinesville Area Metropolitan Planning
Organization

Liberty Consolidated Planning
Commission
100 Main Street, Suite 7520
Hinesville, GA 31313

Telephone (XXX) XXX-XXXX
Fax (XXX) XXX-XXX

Telephone (912) 408-2030
Fax (888-320-8007)

By _____

By _____

Title _____

Title: Executive Director

