



REQUEST FOR PROPOSALS

Lowcountry Comprehensive Safety Action Plan

RFP#: P104

Proposal Due Date: September 7th, 2023
3:00 P.M.

AUGUST 9TH, 2023
LOWCOUNTRY COUNCIL OF GOVERNMENTS
PO Box 98 | 634 Campground Road, Yemassee, SC 29945
www.Lowcountrycog.org

REQUEUST FOR PROPOSALS

RFP#: P104

This RFP is available in its entirety in electronic form via the Lowcountry Council of Governments (LCOG) website at www.lowcountrycog.org/solicitations. You are responsible for sending your name, address, email address, and telephone number to the RFP Coordinator for your organization to receive any RFP amendments or bidder questions/agency answers.

You may also obtain a copy of the RFP by submitting a written request to the RFP Coordinator, Stephanie Rossi, Lowcountry Council of Governments, srossi@lowcountrycog.org, Phone: 843-473-3958.

A pre-proposal conference will not be held for this project.

PROJECT TITLE: Request for Proposal for Consultant to Prepare the Lowcountry Safety Action Plan

PROPOSAL DUE DATE...(Opening Date/Time): September 7th, 2023, 3:00 pm.

RETURN PROPOSAL TO: RFP Coordinator, Stephanie Rossi, Planning Director, Lowcountry Council of Governments via email at srossi@lowcountrycog.org

EXPECTED TIME PERIOD FOR CONTRACT

October 15th, 2023 to Septebmer 30th, 2024. Lowcountry Council of Governments reserves the right at its discretion to extend the contract up to three additional months.

CONSULTANT ELIGIBILITY: This procuremet is open to those consultants that satisfy the miimum qualifications stated herein and that are available for work in the Lowcountry COG Region.

MUST BE SIGNED TO BE VALID

By signing this proposal, I certify, that we will comply with all requirements of Section 44-107-10, ET Seq., relating to the S.C. Drug-Free Workplace Act.

AUTHORIZED SIGNATURE		PRINTED NAME		DATE
COMPANY			STATE VENDOR NO. (IF KNOWN)	
MAILING ADDRESS			SOCIAL SECURITY OR FEDERAL TAX NO.	
CITY	STATE	ZIP CODE		PHONE
EMAIL ADDRESS (Please Provide)				CONTRACT NO.
ACCEPTED BY STATE OF SOUTH CAROLINA AS FOLLOWS:				
BUYER				DATE

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PART I: GENERAL INFORMATION

- A. This project will be administered by the Lowcountry Council of Governments (LCOG) on behalf of the Lowcountry Area Transportation Study the Metropolitan Planning Organization for Beaufort-Bluffton Hilton Head urbanized area as well as the Hampton, Beaufort, Jasper and Colleton Counties and the municipalities within.
- B. The RFP Coordinator is the sole point of contact for this procurement. All communication between the proposer and Lowcountry COG upon receipt of this RFP shall be with the RFP Coordinator Stephanie Rossi, Planning Director, Lowcountry Council of Governments, srossi@lowcountrycog.org, 843-473-3958. Any other communication will be considered unofficial and non-binding on the Lowcountry COG. Consultants are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the proposer.
- C. Proposals will be considered as specified herein or attached hereto under the terms and conditions of this proposal.
- D. Proposals should be prepared simply and economically, providing a straightforward, concise description of OFFEROR's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- E. Proposals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal.
- F. Proposals must provide **90 days for acceptance** by the Lowcountry Council of Governments from the due date for receipt of proposals.
- G. OFFERORS are to include all applicable requested information and are encouraged to include any additional information they wish to be considered.
- H. **SUBMISSION OF QUESTIONS:** All questions or request for information must be submitted via email to the RFP Coordinator, Stephanie Rossi, at srossi@lowcountrycog.org and received by **August 25th, 2023**. After this date no further questions will be addressed. After all responses have been received, a written response will be mailed to all potential OFFERORS.
- I. **ONE (1) DIGITAL COPY OF YOUR PROPOSAL IS REQUIRED.**
- J. Notice of intended award of contract will be posted on the LCOG website at www.lowcountrycog.org. All bidders will be notified via email.

PART II: GENERAL INSTRUCTIONS

Proposals shall include the following information:

- A. Proposals must not be more than the equivalent of 15 single-sided 8 ½ by 11-inch pages in length (not counting the front and back covers of the proposal, section dividers that contain no information or SF 330 forms). The font size should be no smaller than 12 pt.
- B. Name the prime and subconsultants that will comprise the team and identify the Executive Officer of each company.
- C. Identify the proposed Program Manager for the team who will be the sole point of contact for LCOG for day to day operations.
- D. List the key personnel with their office location who will participate in performing the scope of work. Provide a brief résumé for each listed team member. (Including subconsultants' key personnel with their office who will be completing a portion of the scope of work).
- E. Provide an organizational chart depicting the relationships between the team members and agencies.
- F. List three (3) recently performed, relevant projects within the past 5 years that indicate the past performances and abilities of the proposed team. Include a key client contact person for each project with their current daytime phone number.
- G. Provide a proposed list of required tasks and milestones to address the provided scope of work.
- H. Provide a proposed project schedule that includes the key task activities, duration, milestones and deliverables that will complete the scope of work in the shortest time frame that is responsive to the required review.
- I. Provide a flow chart depicting key task activities and sequence.
- J. Provide Standard Federal Form 330 for the prime consultant and all subconsultants.

Unless stated otherwise herein, the basic and governing language of the contract resulting from this solicitation shall be comprised of the RFP documents, including any attachments and amendments, and the successful OFFEROR's signed proposal. In the event of a conflict between the two documents, the RFP shall govern.

PART III: INTRODUCTION

Agency Overview

The Lowcountry Council of Governments (LCOG) serves as the Council of Governments (COG) for Hampton, Colleton, Jasper and Beaufort Counties. LCOG also staffs the Lowcountry Area Transportation Study (LATS) the Metropolitan Planning Organization (MPO) for the urbanized area of Beaufort, Bluffton and Hilton Head Island. As the designated MPO LATS is responsible under federal law for maintaining a continuous, comprehensive, and coordinated transportation planning process. LCOG is responsible, in cooperation with the South Carolina Department of Transportation and local planning partners, for carrying out the metropolitan transportation planning process and other planning issues of a rural and regional nature.

Purpose of Request:

The RFP provides interested OFFERORS with sufficient information to enable them to prepare and submit written proposals for consideration by the Lowcountry Council of Governments (LCOG) to develop the Lowcountry Comprehensive Safety Action Plan. A comprehensive safety action plan is a powerful way to prioritize safety improvements and justify investment decisions within area jurisdictions. These Plan can serve as the basic building block to significantly improve roadway safety by reducing and eliminating serious injury and fatal crashes, communicating, and collaborating with stakeholders and community members, and providing information on funding opportunities.

This project will be funded in part through an Action Plan Grant through the Safe Streets and Roads for All (SS4A) discretionary grant program. The purpose of this program, established by the Bipartisan Infrastructure Law (BIL), is to support local initiatives to prevent death and serious injury on roads and streets, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micro-mobility users, and commercial vehicle operators. Once complete, the Plan will allow LCOG and area jurisdictions to apply for implementation (capital construction) discretionary grant funds through the SS4A initiative.

The Plan will provide a framework of innovative strategies and implementation actions intended to reduce transportation-related fatalities and serious injuries while also supporting federal safety initiatives as well as identify safety issues and specific actions that can be implemented to improve safety for people traveling by any mode throughout the region. The Plan recommendations will include both motorized and non-motorized modes in the roadway network as well as other elements including land use, transit, freight, and other community factors to create a comprehensive course of action. The plan will address federal and state regulations, including design guidance as well as performance management goals, measures, and targets, and will promote equitable outcomes.

The consultant will be expected to understand all parameters and requirements of the Safe Streets and Roads for All (SS4A) Action Plan Grant, Notice of Funding Opportunity (NOFO) Assistance Listing # 20.939. An understanding of the required Federal and USDOT guidance including the National Roadway Safety Strategy (NRSS), the Safe System Approach, Executive Order 14008, Tackling the Climate Crisis at Home and Abroad (86 FR 7619), Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government (86 FR 7009), the President's greenhouse gas reduction, climate resilience, the

federal workforce investment programs, Rural Opportunities to Use Transportation for Economic Success (ROUTES) initiative, the Justice40 Initiative, the Highway Safety Improvement Program (HSIP), and related Federal programs is required. An understanding of South Carolina's Pedestrian and Bicycle Safety Action Plan, Complete Street Directive and the South Carolina Strategic Highway Safety Plan is also required.

PART IV: SCOPE OF WORK

Overview

LCOG and area jurisdictions understand our shared responsibility in eliminating fatal and serious crashes for all roadway users, including those who walk, bike, drive, ride transit, and travel by other modes in our community. We are committed to a holistic approach in how we think about transportation safety and how we prioritize investments across the entire transportation system so that we can build a safe and better system for all users of all modes.

The Lowcountry Council of Governments in coordination with the Lowcountry Area Transportation Study (LATS) Metropolitan Planning Organization (MPO) seek to develop a safety action plan that will support the Secretary's National Roadway Safety Strategy goal by eliminating vehicle related fatalities in Beaufort, Colleton, Hampton, and Jasper Counties. LCOG serves a predominantly rural area as well as the urbanized area of Hilton Head Island-Bluffton-Beaufort with a total population of 272,117 (2021 ACS). Of the 4 counties that the LCOG serves, Colleton, Hampton and Jasper have considerably high underserved population percentages: 72.7%, 76.6%, and 61% respectively and with more than 50% of their Transportation Census Tracts considered disadvantaged. The Plan is intended to address the need for safer roadways, pedestrian and bicycle accommodations, and the innovative ways in which we strive to accomplish this goal. Stakeholder and public engagement will be key in creating a realistic guide that will shape the area's future of safety obtainable for all residents regardless of demographics. The Plan will consider low cost but effective roadway improvements to include rumble strips, high friction surface treatments, wider/paved shoulders, improved clear zones, intersection/road widening improvements, high visibility pavement markings and signage, traffic calming designs, and unifying local task forces and entities committed to implementing the plan. Likewise, we seek to address pedestrian and bicycle safety with the consideration of multi-use pathways, safer/separated bike lanes, sidewalks, innovative signaling, and road markings that will ensure safe routes to schools, jobs, and public transit especially for those in underserved communities. By developing the first comprehensive safety action plan for the region, our area will commit to providing a framework of innovative strategies and implementation actions that will ensure crash reductions and support federal safety initiatives.

LCOG and area jurisdictions will develop a joint comprehensive safety action plan that is founded upon the following:

- Stakeholder and public engagement plan, with a strong emphasis on equity and outreach to BIPOC, New Americans, historically marginalized communities, and economically disadvantaged communities.
- Data collection and review, including a summary of existing programs, policies, and studies as well as a peer review of comparable rural and metropolitan areas.

- Safety analysis, including an analysis of regional trends, contributing factors, and patterns of transportation-related accidents in the region.
- Transportation equity review, including an assessment of regional equity indicators related to accessibility, connectivity, environment, health, engagement, and effectiveness, and how transportation systems affect and/or influence safe and equitable outcomes.
- Implementation plan for implementing safety measures including: Policies, programs, innovative practices, and low-cost/high-impact strategies; and
- Specific construction projects with scope, budget, and time frame.
- The Plan will build off the [South Carolina Pedestrian and Bicycle Safety Action Plan](#) completed for the state in May 2022.
- The Plan will encompass all of the required components of a [Safety Action Plan](#) as stated by the US Department of Transportation.

Scope of Work

A detailed scope for each component is detailed below. Specific tasks and expected deliverables that are to be generated from this project shall include but not be limited to what is discussed below.

Task 1: Project Structure and Work Plan

Building on the scope of work presented in their proposal, and incorporating any relevant changes made during contract negotiations, the consultant will prepare a detailed work plan and the achievable timeline for the Plan anticipated to be completed by September 2024. The work plan will outline the overall approach, as well as specific actions and activities that will occur during the project and how these will result in a successful conclusion to the study.

Task 2: Project Management and Coordination

The consultant shall be required to manage the study and coordination with any subconsultants, as well as bear responsibility for all documentation and equipment needs. The consultant will identify a project lead from their team to act as the direct point of contact for LCOG's project manager.

This task will also include regular progress meetings with LCOG staff, the preparation of monthly progress reports, documentation of travel and expense receipts, and the preparation and submission of invoices. When submitting progress reports, the consultant will be required to outline the following:

- Performed work;
- Upcoming tasks or milestones;
- Status of scope and schedule; and
- Any issues to be aware of.

Development of the Plan will be guided by a policy level Steering Committee (the LCOG Board of Director and the LATS Policy Committee may serve this role), which will provide policy level oversight. A Technical Committee will also be created and input into study assessments,

analyses, policies, and recommendations for the Steering Committee approval. Meetings can be virtual or in person (either in person or virtual). The consultant shall be responsible for the preparation and coordination of all data collection, data analysis, technical memorandum, and draft documents for the Plan. In addition to the Steering Committee meetings the Consultant will present up to two times to the LCOG Board of Directors and the LATS Policy Committee (preferably in person).

LCOG staff shall be responsible for coordinating and scheduling committee meetings and assisting the consultant in developing agendas. The consultant will be expected to work closely with LCOG on the coordination and distribution of materials to the committees as applicable to consultant work tasks, as well as be responsible for the recording of meeting minutes.

The Steering Committee should be comprised of representatives from each of COG's four counties and major municipalities, Palmetto Breeze, law enforcement, public health representatives, SCDOT and federal partners including FHWA, and FTA.

Task 3: Stakeholder and Public Engagement Program.

The consultant will develop and implement a detailed stakeholder and public engagement program that seeks to gain authentic and meaningful public input from community members across the LCOG region. A strong emphasis shall be placed on equity and outreach to BIPOC, New Americans, historically marginalized communities, and economically disadvantaged communities in the region. At minimum, the stakeholder and public engagement program should address the following:

- Identification of, and engagement activities for, key communities that may be disproportionately impacted by traffic risks and traditionally underserved by safety efforts;
- Specific activities for reaching identified stakeholder groups and engagement strategies that inform, involve, and empower stakeholders and the public;
- Examination of perceived safety culture and concerns in the region.
- Timeline for stakeholder and public engagement activities;
- Communication methods for sharing information with residents and community members; and
- Strategy for effective and consistent messaging.

The consultant is encouraged to utilize creative methods, opportunities, and activities when collaborating, engaging, and informing stakeholders and the public, especially for communities disproportionately impacted and traditionally underserved. The consultant is also encouraged to review [Promising Practices for Meaningful Public Involvement in Transportation Decision-Making](#) for additional insights.

Task 4: Data Collection and Review.

The consultant will collect and review existing programs, policies, and activities, and provide a summary of current efforts to address transportation safety in the region. The consultant should also review strategies that other cities, counties, and MPOs are using to address safety,

identify programs that have evidence of measurable success, and provide an assessment of the most effective and efficient methods used to achieve outcomes.

As part of this task, the consultant should at minimum:

- Review existing local, regional, state, and federal plans, studies, and initiatives related to roadway safety improvements to identify opportunities to improve processes for prioritizing transportation safety and collaboration that could lead to improved effectiveness of safety analysis, project development, and implementation for jurisdictions in the region;
- Conduct a peer review and comparison of the crash analyses of similar-sized COGs and MPOs. This review should include, but is not limited to, a comparison based on crashes per VMT and crashes per capita, and exposure to risk/crash risk;
- Assess the quality and completeness of existing available data including crash, transportation, land use, and demographic data; and
- Develop recommendations based on literature, policy, and data review on best analysis strategies and data requirements.

Task 5: Safety Analysis.

The consultant will conduct an analysis of existing safety conditions and historical trends that provides a baseline level of crashes involving fatalities and serious injuries across jurisdictions in the region. This safety analysis shall include an examination of locations where there are crashes and the severity of the crashes, as well as contributing factors and crash types by relevant road users (personal motorists, bicyclists, pedestrians, freight, etc.). An analysis of systemic and specific safety needs should also be performed, as needed (e.g., high-risk road features, specific safety needs of relevant road users, public health approaches, analysis of the built environment, demographic, and structural issues, etc.). To the extent practical, the analysis should include all roadways within the region.

Task 6: Transportation Equity Review.

The consultant will perform a transportation equity review to better understand how current transportation systems, services, and decision-making processes impact the lives of all users, including underserved and underrepresented communities in the region. This should include an analysis of systems, services, and processes that support safe and easy-to-use multimodal options, amenities that are accessible to all populations for reaching destinations independently, and strategies to reduce socioeconomic disparities experienced by underserved and underrepresented communities.

As part of this task, the consultant should develop and assess regional transportation indicators that easily measure transportation barriers in the region and/or potential structural inequalities that different population groups may face. These indicators should include, at minimum:

- Accessibility;
- Connectivity;
- Effectiveness;
- Environment;

- Health;
- Mobility;
- Safety;
- Level of community engagement; and
- Other equity indicators, as required.

Task 7: Vision and Goal Development

Following stakeholder outreach and with the data analysis underway, the consultant will develop an initial vision, goals, and objectives for the Safety Plan with the Steering Committee in coordination with the Technical Committee. The Plan goals must include a commitment and timeline for eliminating roadway fatalities and serious injuries achieved through one or both of the following 1) a target date for achieving zero roadway fatalities and serious injuries, or 2) an ambitious percentage reduction of roadway fatalities and serious injuries by a specific date with an eventual goal of eliminating roadway fatalities and serious injuries. It is anticipated support and evolution of the draft vision will be elicited throughout the stakeholder outreach and public participation process.

Task 8: Strategies and Implementation.

The Plan will identify a comprehensive set of projects and strategies, shaped by data, the best available evidence, and equity considerations, as well as stakeholder and public input, that will address the safety problems described in the Safety Plan. These strategies, countermeasures, and projects focus on a Safe System Approach, effective interventions, and consider multidisciplinary activities. To the extent practical, data limitations have been identified and mitigated, and discussed in prior tasks.

Strategies and recommendations shall outline a project readiness timeline for each strategy and project should be included for short-term (0-5 years), mid-term (5-10 years), and long-term (10+ years). The list should contain interventions focused on infrastructure, behavioral, and/or operational safety. The list will be ordered within each timeframe by order of magnitude determined by the estimated project cost and significant challenges to implementation. Additionally, the list will identify which county and municipality the project or strategy applies. For information accessibility, the list of projects and strategies will be mapped for public consumption.

Task 9: Policy and Process Recommendations

The consultant shall provide an assessment of current policies, plans, guidelines, and/or standards (e.g., manuals) to identify opportunities to improve how processes prioritize transportation safety. The USDOT National Roadway Safety Strategy Safe System Approach acknowledges that both human mistakes and human vulnerability must be incorporated into the discussion of roadway safety, the Safety Plan will recognize that to attain the goal of zero fatalities, safety countermeasures will have to focus on more than just infrastructure recommendations but encompass programs and policy decisions that impact both human behavior, emergency response, and administrative actions. Other policy-oriented decisions include but are not limited to, land use recommendations, increasing safe mobility options through context-sensitive design, and addressing barriers to economic competitiveness

because of the disproportionately high environmental and climate-related cumulative impacts on health in disadvantaged communities.

After the review of the assessment and consultation with the Steering Committee, the consultant will provide a draft set of policy and process recommendations. The committees will review all draft policy and process recommendations. The Plan will discuss implementation steps for each of the selected policies or processes through the adoption of revised or new policies, guidelines, and/or standards, as appropriate. The staff will work with local champions and elected leaders to implement and adopt the recommended policy, guidelines, or standards.

Task 9: Administrative Draft and Final Plan.

The consultant will prepare an administrative draft of the Plan for review and comment by the committees. This draft is to be provided as an electronic PDF. Comments received from the committees will be incorporated into the final plan.

Upon final review and consent by the Steering Committee, the consultant will develop a final report that is visually appealing, easy for policymakers and stakeholders to understand, and communicates action plan strategies and recommendations. The report should be able to be used both digitally and in hard copy format.

The consultant shall provide LCOG with appropriate presentation materials for final review and approval of the Plan by LCOG, LATS and other individual jurisdictions as appropriate.

Task 10: Executive Summary/Fact Sheet.

Upon completion of the Plan, the consultant shall develop a brief executive summary or fact sheet in PDF format which relays all pertinent information in an easy-to-follow format. The summary should be concise and highly graphic, highlighting major assumptions, strategies, and recommendations.

Task 11: Deliverables.

Upon final project completion, the consultant will be responsible for providing a high-resolution document in PDF format. The consultant is also expected to provide LCOG with all data and study products. All meeting summaries and technical analyses should be included as an appendix of the study.

PART V: EVALUATION AND SELECTION CRITERIA

Proposals will be distributed to the LATS Technical Committee and evaluated against the following criteria. Each of the identified criteria has an assigned weight (whole numbers between 1 and 100) that is used to establish their relative importance in the evaluation process.

Criteria	Maximum Points
Method of Approach: This refers to the technical soundness of the consultant's stated approach to the project, the comprehensiveness of the proposed approach, and the techniques to be used.	20%
Originality and innovativeness: A key factor in the selection of the firm is any innovative approach to the project that goes beyond the suggested Scope of Work, design, functionality, interactivity, etc. It must be shown how this will be accomplished within the time limits.	20%
Understanding of Purpose: A determination will be made of the consultant's understanding of the purpose and tasks as presented in the RFP. Familiarity with local, regional and SCDOT studies and documents of multimodal transportation opportunities and obstacles. Evaluation will be based on the information presented in the consultant's proposal, the allocation of time on specific tasks. Consultants should feel free to suggest other requirements, problems, and solutions that may have been overlooked.	25%
Capability and Qualifications: The ability of a prospective consultant will be evaluated under the terms of the RFP, relative to having a staff with the qualifications needed to successfully complete the project. Qualifications of professional personnel assigned to the project will be measured by both education and experience, and with reference to experience on similar projects. The consultant's professional and project staff that work on the project must be the same staff that is identified in the proposal.	25%
Schedule: The prospective consultant will be evaluated on their ability to follow a schedule that will successfully complete the project within a reasonable time frame.	10%

PART VI: PERFORMANCE CONDITIONS

- A. The Contract shall be on the basis of a **fixed fee** with a Contract **maximum**.
- B. The contractor shall be required to assume sole responsibility for the complete effort as required by this RFP. LCOG/LATS will consider the contractor to be the sole point of contact with regard to contractual matters.
- C. **Timing.** The consultant shall complete the project and provide deliverables by September 30th, 2024.

PART VII: Timeline

Approximate RFP timeline for solicitation and award of contract.

Procurement Step	Date
RFP Release Date	8/9/23
RFP Advertised	8/10/23
Deadline for Questions	8/25/23
Deadline for submission of proposals	9/7/23
Evaluate Proposals	9/7/23-9/22/23
Technical Interviews (if needed)	9/22/23-9/29/23
Consultant Selection/Notification	9/22/23-10/5/23
Contract Award Date	10/15/23
Notice to Proceed	10/15/23
Contract Completion	9/30/24

PART VIII: CONTRACTUAL REQUIREMENTS

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

- 2) GOVERNING LAW: Contractor consents to be governed by Section 11-35-4230 of the South Carolina Code of Laws and agrees that Section 11-35-4230 applies to and governs the Agreement. Contractor waives any objection it may have now or hereafter to the administrative process required by Section 11-35-4230. To the extent that Section 11-35-4230, by its own terms, does not govern a claim or controversy arising out of or relating to the Agreement, Contractor agrees that any suit, action or proceeding arising out of or relating to the Agreement shall be instituted and maintained only in a state or federal court located in Beaufort County, State of South Carolina. Notwithstanding any other agreement between Contractor and the State, the Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, and any suit, action or proceeding arising out of or relating to the Agreement shall be governed by the laws of the State of South Carolina. Contractor agrees that any act by the State regarding the Agreement is not a waiver of either the State's sovereign immunity or the State's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by this solicitation. As used in this paragraph, the phrase "the State" includes any governmental entity transacting business with Contractor pursuant to the Agreement and the South Carolina Budget & Control Board.

- 3) OFFEROR'S QUALIFICATION: OFFEROR must, upon request of LCOG, furnish satisfactory evidence of its ability to furnish products or services in accordance with the terms and conditions of this proposal. The Planning Department reserves the right to make the final determination as to the OFFEROR's ability to provide the services requested herein.

- 4) OFFEROR RESPONSIBILITY: Each OFFEROR shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. It is expected that this will sometimes require on-site observation. The failure or omission of an OFFEROR to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or to the contract.

- 5) AFFIRMATIVE ACTION: The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741-4.

- 6) TERMINATION: Subject to the Provisions below, any contract resulting from this proposal may be terminated by the Lowcountry Council of Governments, provided a thirty (30) days advance notice in writing is given to the contractor.
- a) Non-Appropriations: Funds for this contract are payable from State and/or Federal and/or Lowcountry Council of Governments appropriations. In the event sufficient appropriations are not made to pay the charges under the contract it shall terminate without any obligation to the Lowcountry Council of Governments
- i) Convenience: In the event that this contract is terminated or canceled upon request and for the convenience of the Lowcountry Council of Governments without the required thirty (30) days advance written notice, then the Lowcountry Council of Governments shall negotiate reasonable termination costs, if applicable.
- ii) Cause: Lowcountry Council of Governments for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provisions; termination costs, if any shall not apply. The thirty (30) days advance notice requirement is waived and the default provision listed herein shall apply.
- (a) Default: In case of default on contractor, the Lowcountry Council of Governments reserves the right to purchase any or all items/services in default in open market, charging contractor with any excessive costs. SHOULD SUCH CHARGE BE ASSESSED, NO SUBSEQUENT PROPOSALS OF THE DEFAULTING CONTRACTOR WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.
- 7) PRIME CONTRACTOR RESPONSIBILITIES: The contractor will be required to assume sole responsibility for the complete effort as required by this RFP. Lowcountry Council of Governments/Lowcountry Area Transportation Study will consider the contractor to be the sole point of contact with regard to contractual matters.
- 8) SUBCONTRACTING: If any part of the work covered by this RFP is to be subcontracted, the contractor shall identify the subcontracting organization and the contractual arrangements made therewith. All subcontractors must be approved by the Lowcountry Council of Governments/Lowcountry Area Transportation Study. The successful OFFEROR will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the OFFEROR.
- 9) OWNERSHIP OF MATERIAL: Ownership of all data, material and documentation originated and prepared for the Lowcountry Council of Governments/Lowcountry Area Transportation Study pursuant to this contract shall belong to the Lowcountry Council of Governments/Lowcountry Area Transportation Study, FHWA/FTA, and SCDOT.

- 10) LEGAL OR CONSULTANT SERVICES: If this contract is for legal or consultant services, it is subject to the provisions of Section 11-9-105 of the 1976 Code of Laws of South Carolina as amended. "Any contract for legal or consultant services entered into by a state agency or institution shall include a provision which requires completion of all services. The Provisions shall further require that in the event all services are not fully rendered as provided for in the contract, any Monies which have been paid by the agency under the contract must be refunded to the agency along with a twelve (12) percent penalty".
- 11) INDEMNIFICATION: The Lowcountry Council of Governments, its officers, agents, and employees, shall be held harmless from liability from any claims, damages and actions of any nature arising from the negligent performance by OFFEROR of a resultant contract, provided that such liability is not attributable to negligence on the part of the using agency or failure of the using agency to comply with the offer as outlined in the OFFEROR's proposal.
- 12) COMPLIANCE WITH FEDERAL REQUIREMENTS: State or Federal requirements that are more restrictive shall be followed.
- 13) CONTRACT FORMAT: When applicable, the contractor shall also be required to abide by all the covenants, conditions, responsibilities, terms and stipulations as set forth in the contract format (attachment and accompanying schedules). Said contract format is subject to change prior to final execution of any contract which is awarded subsequent to this Request for Proposal.
- 14) DRUG-FREE WORKPLACE: (Note: This clause applies to any resultant contract of \$50,000 or more). The State of South Carolina has amended Title 44, code of Laws of South Carolina, 1976, relating to health, by adding Chapter 107, so as to enact the Drug-Free Workplace Act. (See Act No. 593, 1990 Acts and Joint Resolutions). By submission of a signed proposal, you are certifying that you will comply with this Act. (See Section 44-107-30). This will certify to the using agency your compliance.
- 15) PURCHASING LIABILITY: The Planning Department of the Lowcountry Council of Governments is acting under the authority given to it in the Consolidated Procurement Code to procure contracts on behalf of governmental agencies and acts only as their agent in this respect. The resulting contract is between the Lowcountry Council of Governments and the successful OFFEROR and the Planning Department bears no liability for any damages that any party may incur in the execution or enforcement of the contract.
- 16) CONTRACT AMENDMENTS: Amendments to any contract between the agency and the contractor must be reviewed and approved by the Lowcountry Council of Governments.

- 17) ASSIGNMENT: No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Lowcountry Council of Governments.
- 18) RECORDS RETENTION & RIGHT TO AUDIT: The State shall have the right to audit the books and records of the contractor as they pertain to this contract, both independent of, and pursuant to, S.C. Code Section 11-35-2220. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract.
 - i) The State may conduct, or have conducted, performance audits of the contractor. The State may conduct, or have conducted, audits of specific requirements of this bid as determined necessary by the State.
 - ii) Pertaining to all audits, contractor shall make available to the State access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the contractor shall be made available for auditing purposes at no cost to the State.

PART VIII: SPECIAL INSTRUCTIONS

- 1) INTENT TO PERFORM: It is the intent and purpose that this request permits competition. It shall be the OFFEROR's responsibility to advise the Planning Department of the Lowcountry Council of Governments if any language, requirements, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing, and must be received by the Planning Department of the Lowcountry Council of Governments within fifteen (15) days of the date of issue. A review of such notifications will be made.
- 2) RECEIPT OF PROPOSAL: State law requires that a copy of the proposal be submitted no later than the date and time specified in the Request for Proposal.
- 3) PREPARATION OF PROPOSAL:
 - i) All proposals should be complete and carefully worded and must convey all of the information requested by the Lowcountry Council of Governments. If significant errors are found in the OFFEROR's proposal, or if the proposal fails to conform to the essential requirements of the RFP, the Lowcountry Council of Governments and the Lowcountry Council of Governments alone, will be the judge as to whether that variance is significant enough to reject the proposal.
 - ii) Proposals should be prepared ***simply and economically***, providing a straightforward, ***concise*** description of OFFEROR's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
 - iii) Proposals should be submitted via email to Stephanie Rossi, srossi@lowcountrycog.org. No hard copy of the proposal is required.

- iv) If your proposal includes any comment over and above the specific information requested in our Request for Proposal, you are to include this information as a separate appendix to your proposal.
- 4) DISCUSSION/NEGOTIATION: By submission of a proposal, OFFEROR agrees that during the period following issuance of a proposal and prior to final award of contract, OFFEROR shall not discuss this Procurement with any party except RFP Coordinator designated in this solicitation. OFFEROR shall not attempt to discuss with or attempt to negotiate with the using Agency any aspect of the procurement without prior approval of the Planning Director.
- 5) AMENDMENTS:
- i) 5.1 VERBAL COMMENTS OR DISCUSSIONS BY THE LCOG RELATIVE TO THIS SOLICITATION CANNOT ADD, DELETE OR MODIFY ANY WRITTEN PROVISION. ANY ALTERATION MUST BE IN THE FORM OF A WRITTEN AMENDMENT TO ALL OFFEROR'S.
- ii) 5.2 If it becomes necessary to revise any part of the RFP, an amendment will be provided to all eligible OFFERORS.
- 6) ORAL PRESENTATIONS: OFFERORS may be requested to make oral presentations of their proposals to Lowcountry Council of Governments/Lowcountry Area Transportation Study. Such presentations provide an opportunity for the OFFERORS to clarify their proposals and to ensure a thorough understanding.
- 7) FUNDING: The OFFEROR shall agree that funds expended for the purposes of the contract must be appropriated by the Lowcountry Council of Governments included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the OFFEROR shall not prohibit or otherwise limit the Agency's right to pursue and contract for alternate solutions and remedies as deemed necessary by the Agency for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.
- 8) AWARD: An award resulting from this request shall be awarded to the responsive and responsible OFFEROR(s) whose proposal is determined to be most advantageous to the Lowcountry Council of Governments, taking into consideration price, when required, and the evaluation factors set forth herein; however, the right is reserved to reject any and all proposals received and in all cases, the Lowcountry Council of Governments will be the sole judge as to whether an OFFEROR's proposal has or has not satisfactorily met the requirements of this RFP.
- 9) SUBMITTING CONFIDENTIAL INFORMATION:
- a. OVERVIEW / APPLICABLE STATUTES: Under the South Carolina Freedom of Information Act ("FOIA"), certain documents an OFFEROR submits to the LCOG may be subject to public disclosure. All references are to the South Carolina Code of Laws, which is available on the Internet at: <http://www.lpitr.state.sc.us/code/statmast.htm>.

OFFERORS are urged to become familiar with FOIA (Title 30, Chapter 4 of the Code), the Trade Secrets Act (Title 39, Chapter 8), and the Consolidated Procurement Code (Title 11, Chapter 35). Section 11-35-410 of the Procurement Code exempts certain procurement information from release under FOIA: "[C]ommercial or financial information obtained in response to a 'Request for Proposals' or any type of bid solicitation which is privileged and confidential need not be disclosed. Privileged and confidential information is information in specific detail not customarily released to the general public, the release of which might cause harm to the competitive position of the party supplying the information. Examples of this type of information would include: (1) customer lists; (2) design recommendations and identifications of prospective problem areas under an RFP; (3) design concepts, including methods and procedures; (4) biographical data on key employees of the bidder."

- b. **INSTRUCTIONS:** In determining whether to release documents, the LCOG will detrimentally rely on OFFEROR's marking of documents, as required by these bidding instructions, as being either "CONFIDENTIAL" or "TRADE SECRET". For every document OFFEROR submits in response to or with regard to this solicitation, OFFEROR must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that OFFEROR contend contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document OFFEROR submits in response to or with regard to this solicitation, OFFEROR must separately mark with the words "TRADE SECRET" every page, or portion thereof, that OFFEROR contends contains a trade secret as that term is defined by the Trade Secrets Act. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. If a portion of a bid or proposal is improperly marked as confidential or trade secret, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are protected, do not mark the entire page.
- c. **CONSENT TO RELEASE:** By submitting a bid or proposal, OFFEROR (1) consents to the release of documents governed by section 11-35-1810 unless OFFEROR conspicuously states otherwise on the cover of its bid or proposal, (2) agrees to the public disclosure of any documents regarding this solicitation submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a bid or proposal, documents submitted to clarify either a bid or proposal, and documents submitted during negotiations), unless the document is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL", (3) agrees that any information not marked, as required by these bidding instructions, as a "TRADE SECRET" is not a trade secret as defined by the Trade Secrets Act, and (4) that, notwithstanding any claims or markings otherwise, any prices used to determine the award are subject to public disclosure. By submitting a bid or proposal, OFFEROR agrees to defend, indemnify and hold harmless the State of South Carolina, it's officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the State withholding information that OFFEROR marked as "CONFIDENTIAL" or "TRADE SECRET".

- 10) RIGHT OF NON/COMMITMENT OR REJECTION: This solicitation does not commit Lowcountry Council of Governments/Lowcountry Area Transportation Study to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. Lowcountry Council of Governments/Lowcountry Area Transportation Study reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this proposal if it is in its best interest to do so.

- 11) RIGHT TO PROTEST: Any OFFEROR desiring to exercise rights under Section 11-35-4210 (Right to Protest) of the South Carolina Consolidated Procurement code should direct all correspondence to Executive Director, Lowcountry Council of Governments, PO Box 98, Yemassee, SC 29945.

- 12) UNSUCCESSFUL OFFERORS: OFFERORS not awarded a contract under this solicitation, may request return of their proposals within thirty (30) days after notification of award is emailed.

- 13) DISCUSSION WITH RESPONSIVE OFFERORS: Discussions may be conducted with responsive OFFERORS who submit proposals for the purpose of clarification to assure full understanding of the requirements of the request for proposals. All OFFERORS, whose proposals, in the procuring agency's sole judgment, needing clarification shall be accorded such an opportunity.

- 14) PAYMENT FOR GOODS & SERVICES: Payment for goods & services received by the Lowcountry Council of Governments shall be processed in accordance with Section 11-35-45 of the South Carolina Procurement Code.

IMPORTANT NOTICE

APPLIES TO NONRESIDENTS ONLY

BIDDER/OFFEROR:

S.C. WITHHOLDING TAX AMENDMENTS

CODE SECTION 12-9-310(A)(2)(3)

Effective July 1, 1994, Section 49, Appropriations Bill, Part II Amended The Above-Referenced Code Section To Eliminate Withholding From Payments To Nonresident Contractors And Rental Recipients If The Nonresident Is Registered Or Registers With The S.C. Department Of Revenue or The S.C. Secretary of State's Office. The Nonresident Must Provide An Affidavit To Whomever They Are Contracting With To That Effect.

The Affidavit Will Be Retained By The Entity Or Person Letting The Contract To The Nonresident. In The Absence of an Affidavit Being Provided, Withholding Will Be Required (Contracts--2%, Rental Or Royalty Recipients--7% For Corporations, Or 5% For Individuals And Partnerships).

The Filing Of The Affidavit Affirming Registration By The Nonresident Eliminates The Requirement To Withhold By Those Letting Contracts To Nonresident As Well As The Posting Of The Surety

Bond By The Non Resident. Enclosed Is An Affidavit And Instructions To Be Used When Contracting With Nonresidents.

Forms To Register For All Taxes Administered By The South Carolina Department Of Revenue May Be Obtained By Calling The License And Registration Section At **803 898-5872** Or Writing The S.C. Department Of Revenue, Registration Unit, Columbia, S.C. 29214-0140.

Instructions - Nonresident Taxpayer Registration Affidavit

Requirements To Make Withholding Payments: Code Section 12-9-310 (A) (3) Requires Persons Hiring Or Contracting With A Nonresident Taxpayer To Withhold 2% Of Each Payment Made To The Nonresident Where The Payments Under The Contract Exceed \$10,000.00 In Any One Calendar Year.

Code Section 12-9-310 (A)(2) Requires Persons Making Payment To A Nonresident Taxpayer Of Rentals Or Royalties At A Rate Of \$1,200.00 Or More A Year For The Use Of Or For The Privilege Of Using Property In South Carolina To Withhold 7% Of The Total Of Each Payment Made To A Nonresident Taxpayer Who Is Not A Corporation And 5% If The Payment Is Made To A Corporation.

Purpose Of Affidavit: A Person Is Not Required To Withhold Taxes With Regard To Any Nonresident Taxpayer Who Submits An Affidavit Certifying That It Is Registered With The South Carolina Secretary Of State Or The South Carolina Department Of Revenue.

Term And Duration Of Affidavit: It Is Recommended That An Affidavit Be Obtained From A Nonresident Taxpayer For Each Separate Contract Or Agreement. Otherwise, The Affidavit Submitted By A Nonresident Tax Payer Shall Remain In Effect For A Period Of Three (3) Years, Or For A Lesser Time If The Person Earlier Receives Notice Of Revocation Of Exemption From Withholding From The S.C. Department Of Revenue.

STATE OF SOUTH CAROLINA, DEPARTMENT OF REVENUE (I-312)

THIS AFFIDAVIT APPLIES TO NONRESIDENTS ONLY

Nonresident Taxpayer Registration Affidavit, Income Tax Withholding
The Undersigned Nonresident Taxpayer On Oath, Being First Duly Sworn, Hereby Certifies As Follows:

1. Owner, Partner(s) Or Corporate Name Of Nonresident Taxpayer:

2. Trade Name (Doing Business as): _____

3. Mailing Address: _____

4. Federal Identification Number: _____

5. _____ Hiring Or Contracting With:
Name: _____
Address: _____
_____ Receiving Rentals Or Royalties From:
Name: _____
Address: _____

6. I Certify That The Above Named Nonresident Taxpayer Is Currently Registered With:
(Check Appropriate Box):
() The South Carolina Secretary Of State Or
() The South Carolina Department Of Revenue
Date Of
Registration _____

7. I Understand That By This Registration, The Above Named Nonresident Taxpayer Has Agreed To Be Subject To The Jurisdiction Of The S.C. Department Of Revenue And The Courts Of South Carolina To Determine Its South Carolina Tax Liability, Including Estimated Taxes, Together With Any Related Interest And Penalties.

8. I Understand The South Carolina Department Of Revenue May Revoke The Withholding Exemption Granted Under Code Section 12-9-310 At Any Time It Determines That The Above Named Nonresident Taxpayer Is Not Cooperating With The Department In The Determination Of Its Correct South Carolina Tax Liability.

The Undersigned Understands That Any False Statement Contained Herein Could Be Punished By Fine, Imprisonment Or Both.

(Signature Of Owner, Partner Or Corporate Officer) (Seal)
Date

If Corporate Officer State
Title: _____

(Name - Please Print)