

**REQUEST FOR PROPOSALS TO PREPARE A FEASIBILITY STUDY:
NORTHWEST GEORGIA BIKEWAYS and TRAILS:
PLANNING MULTIUSE ROUTES**

Proposals must be received by 4:00 p.m. on May 9, 2016.

GENERAL PROJECT DESCRIPTION

The Northwest Georgia Regional Commission (NWGRC) is seeking the services of a qualified consultant to prepare a feasibility study. The study area is the north Georgia portion of the Chattanooga Hamilton County/ North Georgia Transportation Planning Organization (TPO). The TPO is the MPO for the area. Georgia county jurisdictions are approximately Catoosa County, the upper portion of Walker County and a very small piece of northeastern Dade County. A map is included with this RFP.

The project will involve inventory and evaluation of existing bicycle, pedestrian and multi-use trails and their connections to parks, especially the Chickamauga Military Park, greenspaces, neighborhoods, employment centers, shopping areas, and other community resources.” Recommended connector trails/bike lanes/sidewalks will seek to improve the quality of life and health for residents. The network will also attract tourists and thereby improve the local economy. The feasibility study will provide an implementation strategy for the Northwest Georgia Regional Commission, local governments and funding agencies to prioritize and coordinate investments and efforts.

Primary stakeholders and project partners in this study will include Lyndhurst Foundation, Catoosa County, City of Fort Oglethorpe, City of Ringgold, Walker County, City of Rossville, City of Lookout Mountain, City of Chickamauga, Dade County, NWGRC, Chattanooga/Hamilton County-North Georgia TPO, Georgia Department of Transportation, Georgia Bikes, and Bike Walk Tennessee.

The NWGRC is the lead agency for this project. The consultant selected for the project will work under the supervision of the NWGRC Planning Department.

ESTIMATED START DATE: September 1, 2016

BACKGROUND

The following document excerpts provide evidence that local citizens have goals aligned with this study.

The 2011-2021 Joint Comprehensive Plan for Catoosa County, and the cities of Fort Oglethorpe, and Ringgold begins with the following vision statement: “Catoosa County ... respects its rural character, agricultural traditions, and small-town charm while acting as an important gateway to Northwest Georgia and a significant player in the economic prosperity of the region....encouraging balanced, well-planned and sustainable development of well-connected activity centers, neighborhoods and open spaces.” Likewise, the 2012-2022 Joint Comprehensive Plan for Walker County and its cities echoes this in their vision statement, “Walker County Government will take the lead in creating a quality of life unparalleled in the southeast. Stewardship of the manmade and natural resources will be the foundation of every decision....prioritizing greenspace and natural resources preservation and development.”

As an example, the Chickamauga-Chattanooga National Battlefield is a regional resource that is currently served by minimal connections for local cyclists, pedestrians and visitors to the greater Chattanooga region. A 2011 Master Plan for the LaFayette Road Streetscape (just north of the Chickamauga-Chattanooga National Battlefield) highlights the fact that improving cyclist and pedestrian access to the Battlefield would provide a major economic boost to the City of Fort Oglethorpe, spurring greater sales and revenues for local businesses and increasing the marketability of the entire region. Park Service management is benefited by improved access from the city to the Battlefield through increased visitors and greater revenues. This is only one example of the economic benefit to be derived for North Georgia communities from a study that would map out a plan for regional bike and pedestrian connections within the counties, as well as to Chattanooga and to neighboring counties in North Georgia.

The TPO produced a 2010 Bicycle Pedestrian Master Plan for the area, which can be found at:

[http://www.chcrpa.org/TPO_reorganized/Plans_and_Programs/Multi-Intermodal Land Use and TransPlanning/Bicycle-Pedestrian Planning/Bicycle and Pedestrian Plan.htm](http://www.chcrpa.org/TPO_reorganized/Plans_and_Programs/Multi-Intermodal_Land_Use_and_TransPlanning/Bicycle-Pedestrian_Planning/Bicycle_and_Pedestrian_Plan.htm)

In 2013 the 2040 Regional Transportation Plan also addressed bicycle and pedestrian needs. <http://www.chcrpa.org/2040RTP.htm>

Furthermore, a national on road bicycle route was recently designated as U. S. Bike Route 21. This links Chattanooga and Atlanta.

SCOPE OF WORK

The proposed scope of work for this project includes an initial round of planning activities aimed at developing a feasibility study for bicycle and pedestrian transportation connections within the North Georgia portion of the greater North Georgia/Chattanooga TPO region. The study would also provide recommendations for gaining stakeholder engagement for future planning and implementation. This round of planning would include a Regional Bicycle and Pedestrian Network Development Plan, an Existing Conditions Evaluation, an Economic Impact Analysis, and preparation of a draft and final Feasibility Study.

Study Components

- Meetings with Stakeholders and/or Public Input Sessions to prioritize connections and gather user input. For other information: Regionally Important Resources Plan, 2012 on the NWGRC website <http://www.nwgrc.org/wp-content/uploads/regionalresourceplan.pdf>
- Inventory and evaluation of existing bicycle and pedestrian trails, parks, greenspace, multiuse trails, bicycle lanes, sidewalks and the Chickamauga Military Park. Inventory focus will be on inventory not contained in the 2010 Bicycle Pedestrian Plan.
- Review of ROW, utility covenants, or other easements
- Regional Bicycle and Pedestrian Network Development Plan
- Economic Impact Analysis
- Implementation Strategy with approximate costs
- Draft and Final Feasibility Study
- Presentations to local governments –two (2) - each held at separate locations, with one meeting conducted in the day and one in the evening. One (1) presentation to a joint meeting of the TPO Executive Board and Technical Coordinating Committee.

Items to be included in the analysis and design are as follows:

- Connection proposals will be shown on large format maps prepared from a common base map. Maps will show area beyond study boundary (Within one city block if urban or one quarter mile if suburban or rural). Any existing or proposed bicycle and/or pedestrian facilities in this area will be included.
- Identify and estimate the potential impact of the connectors on adjacent land uses (public, agricultural, industrial, school facilities, businesses, residences, etc.). Work will include local property values along route of the proposed connector facilities. Consultant will pay for any parcel information requested from a data source.
- Funding sources such as state and federal funds, non-profit organizations and volunteer groups should be identified.
- Recommendations on how to maximize the economic benefits of the connector bicycle and pedestrian facilities through tourism, marketing, promotion, etc.
- Recommend a strategy for phasing the proposed connector bicycle and pedestrian facilities.
- Evaluate connections to existing and proposed bicycle and pedestrian facilities adjacent to TPO study area. (Within one city block if urban or one quarter mile if suburban or rural)
- Areas needing buffers and/or screening.
- Facilities necessary to meet the needs of persons with disabilities.

Products and Deliverables

- One (1) color copy of draft plan for comments
- One (1) unbound color copy of draft plan
- One (1) digital copy of draft plan (format to be determined, print ready, graphics included)
- Final plan copies to include: 6 (six) bound color copies
- One (1) unbound color copy of final plan
- One (1) digital copy of final plan (format to be determined, print ready, graphics included)

- Maps (All GIS map data as ESRI Shapefiles or preferably Geodatabase files)
- Maps (All presentation maps as Adobe Acrobat (.PDF) or .JPG format)
- Presentation graphics

The following general framework should be used in the proposals:

1. Introduction: A brief introduction of the individual(s) or firm(s) involved in the proposal and relevant experience with similar projects.

2. Work Plan: Proposed work plan for project tasks and work products. The work plan must show how each task outlined in the scope of services is accomplished and the format of the work products. A fee estimate must be given for each task. The work plan may show additional suggested tasks or work products that would improve this project's ability to fulfill stated objectives.

3. Personnel: Tasking of personnel including expertise and qualifications of key team members assigned to the project should be included. A project manager should also be identified.

4. Budget: Provide a detailed breakdown of the proposal cost including (at a minimum): Personnel costs by staff person assigned, and general/administrative overhead, travel expenses, subcontractors (if applicable), other direct expenses, fixed fee and total proposal cost.

5. References: Provide a list of past clients for whom the firm has performed work of a similar nature. For each reference include a contact name, phone number, and email address. Include a minimum of four references and no more than seven.

6. Capacity of the respondent: Does the respondent's current workload and future obligations allow for the timely completion of this project.

Evaluation Criteria

In order to be considered, a proposal must comply with all requested information/data in this Request for Proposals. Proposals will be judged according to the standards listed below. All consultants will be promptly notified.

1. Conformance with submission requirements.
2. Ability to meet the scheduled requirements.
3. Qualifications, including relevant experience, financial capacity, and staff capabilities.
4. Budget.
5. Creativity in project design, as well as identification of other work tasks that should be considered.
6. Conformance with MAP-21, FAST Act and environmental justice requirements including Title VI Civil Rights Act of 1964.
7. Disadvantaged Business Enterprise Requirements if applicable.
8. Ability to comply with Executive Order 11246 Equal Employment Opportunity, as amended.

The Northwest Georgia Regional Commission (NWGRC) will select the consultant that is deemed by the NWGRC to provide the best overall value. The consultant that is awarded the project must be prepared to then enter into a contract with the NWGRC.

The Northwest Georgia Regional Commission expects to begin work on the plan September 1, 2016. If the NWGRC determines based on the bids to do a specific task itself, the consultant must be willing to remove those costs from their bid and still proceed with the other tasks.

SUBMITTALS

Completed proposals must be received at the Northwest Georgia Regional Commission, P.O. Box 1798, 1 Jackson Hill Drive, Rome, Georgia 30162-1798 by 4:00 p.m., May 9, 2016. Proposals must be received by the date and time specified. Late proposals will be disqualified. In order to be considered for selection, consultants must submit a complete response to the RFP.

Interested firms shall submit one (1) original paper copy and one (1) reproducible electronic copy of the requested materials by 4:00 p.m., May 9, 2016 to Julianne Meadows, Northwest Georgia Regional Commission, P.O. Box 1798, Rome, Georgia 30162-1798, [e-mail: jmeadows@nwgrc.org](mailto:jmeadows@nwgrc.org).

The Northwest Georgia Regional Commission reserves the right to reject any and all proposals submitted and to request additional information from all proposers. Any contract awarded will be awarded to the consultant who, based upon evaluation of all proposals, is determined to have submitted the best proposal, considering both technical factors and cost.

Upon completion and submittal, all materials produced pursuant to this RFP and any subsequent contract will become the sole property of the Northwest Georgia Regional Commission. No copyright or proprietary interest in such products will be retained by the submitting party.

CONTACT INFORMATION

All inquiries and questions for clarification concerning this RFP should be directed to the following person: Julianne Meadows, Northwest Georgia Regional Commission, P.O. Box 1798, Rome, Georgia 30162-1798, Telephone: 706-295-6485, Fax: 706-295-6665, [e-mail: jmeadows@nwgrc.org](mailto:jmeadows@nwgrc.org).

All questions must be in writing and mailed, faxed, or e-mailed to the contact person. Responses to questions will be in writing and will be available to anyone who inquires to ensure uniformity.

The deadline for questions or clarifications is noon, Wednesday, May 4, 2016.

DISCLAIMER

The Northwest Georgia Regional Commission (NWGRC) shall not be liable for any costs incurred by a consultant (contractor) responding to this request for proposal or for any costs associated with discussions required for clarification of items related to this proposal.

APPLICABLE LAW AND COURTS

This solicitation and any resulting agreement shall be governed in all respects by the laws of the State of Georgia. The contractor shall comply with applicable federal, state, and local laws and regulations.

ETHICS IN PUBLIC CONTRACTING

By submitting their proposals, all contractors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or

inducements from any other contractor, supplier, manufacturer or subcontractor in connection with their proposals, and that they have not conferred on any NWGRC employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged. Contractors specifically certify by submitting their proposal that they are not in violation of the Official Code of Georgia Annotated, Sections 16-10-2 and 16-10-22, for acts of bribery and/or conspiracy in restraint of free and open competition in transactions with state or political subdivisions.

DEBARMENT STATUS

By submitting their proposals, all contractors certify that they are not currently debarred from submitting bids or proposals on contracts by any agency of the State of Georgia and the federal government, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency of the State of Georgia or the federal government.

INVOICES

All interim and final invoices for services ordered, delivered, and accepted shall be submitted by the contractor to: Julianne Meadows, Northwest Georgia Regional Commission, P. O. Box 1798, Rome, GA 30162-1798, for approval prior to payment by the NWGRC.

PAYMENT TERMS

The NWGRC will make payment no later than 30 days after receipt of a proper invoice for interim and final billings provided that the billing has been approved according to NWGRC policy.

ASSIGNMENT OF CONTRACT

A contract shall not be assignable by the contractor in whole or in part without the written consent of the NWGRC.

CHANGES TO THE CONTRACT

The Northwest Georgia Regional Commission (NWGRC) may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as the place of delivery. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the NWGRC a credit for any savings. Said compensation shall be determined by mutual agreement between the NWGRC and the contractor in writing.

DEFAULT

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the NWGRC, after due notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the NWGRC may have.

QUALIFICATIONS OF CONTRACTORS

The NWGRC may make such reasonable investigations as deemed proper and necessary to determine the ability of the contractor to perform the work and the contractor shall furnish to the NWGRC all such information and data for this purpose as may be requested. The NWGRC further reserves the right to reject any bid if the evidence submitted by, or investigations of, such contractor fails to satisfy the NWGRC that such contractor is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

CANCELLATION OF CONTRACT

The NWGRC reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, ***upon 60 days written notice to the contractor.*** Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation. In the event of termination by mutual agreement, the contractor shall be compensated for all work performed at the specified contractual rate.

If through any cause other than acts of God, floods, fires, storms, strikes, lockouts, riot, insurrection, acts of the public enemy, war, or other like restrictions beyond the control of the parties rendering performance under the contract impossible, the contractor fails to fulfill in a timely and proper manner obligations under the contract, the NWGRC shall have the right to immediately terminate the contract on written notice to the contractor specifying the effective date of termination.

The contractor shall not be relieved of liability to the governmental entity for damages sustained by virtue of any breach of the contract by the contractor. The NWGRC may withhold or require to be withheld any payment to the contractor for the purpose of setoff until such time as the exact amount of damages is agreed upon or is otherwise determined. In the event of termination for whatever reason all property and finished or unfinished documents, data, studies, and reports prepared by the contractor shall become the property of the NWGRC or its designee.

RECORDS

The contractor hereby agrees to retain all books, records, working papers, and other documents relative to this agreement for **three (3) years** after final payment. The NWGRC, its authorized agents, and federal and state regulatory and grantor agencies, including the Georgia Departments of Community Affairs and/or Transportation, shall have full access to and the right to examine any of said materials during said period at no cost to either the NWGRC or any other entity authorized to examine said materials.

REVIEW AND MONITORING

The NWGRC reserves the right to conduct any review it may deem advisable to assure services conform to the specifications. An employee of the NWGRC will be designated as project monitor to discuss issues that need to be resolved and may require periodic progress reports. The monitor will also be available for technical assistance concerning the interpretation of state laws, regulations and policies.

ADDITION TO OR REDUCTION IN CONTRACT WORK

In the event during the course of the contract period it is determined by any party a change in the scope of the contract work is necessary, the discovering party shall promptly notify the other parties in writing. The parties shall then determine whether the contract shall be amended to provide for an adjustment in the contract work to be performed by the consultant. In no event shall any payment be made for contract work beyond the scope of the original contract until the contract has been amended.

INDEMNIFICATION

The Consultant agrees to indemnify and hold harmless the Northwest Georgia Regional Commission (NWGRC), its officers, directors and employees against all damages arising directly from the Consultant's negligent performance of the services under this Agreement. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties expressly agree that the Consultant has no duty to defend the Northwest Georgia Regional Commission from and against any claims, causes of action, or proceedings of any kind.

SUBCONTRACTS

No portion of the work shall be subcontracted without prior written consent of the NWGRC. In the event that the consultant desires to subcontract some part of the work specified herein, the consultant shall furnish the NWGRC the names, qualifications and experience of the proposed subcontractors. The consultant shall, however, remain fully liable and responsible for the work/service to be performed by his/her subcontractor(s) and shall assure compliance with all requirements of the contract.

INTEGRATED AGREEMENT

Any resulting contract represents the entire and integrated agreement between the consultant and the NWGRC and supersedes all prior negotiations, representation, or agreements, whether written or oral. The contract may only be amended by written agreement of the consultant and the NWGRC.

WORKERS' COMPENSATION AND VOLUNTEER LIABILITY INSURANCE

The consultant (contractor) shall be required at all times during the term of this agreement to subscribe and comply with the Workers' Compensation laws of the State of Georgia and to save harmless the NWGRC from any and all liability from or under said act. If the consultant utilizes volunteers to perform services and/or is not required to be covered under the Workers' Compensation laws of the State of Georgia, the consultant will secure sufficient liability insurance coverage to provide protection to the NWGRC which is equivalent to that provided by the Workers' Compensation laws of the State of Georgia. Said insurance coverage shall be with a reputable insurance company acceptable to the NWGRC. In addition, the consultant will save harmless the NWGRC from any and all liability from or under the actions of the consultant's employees and volunteers.

SOCIAL SECURITY/EMPLOYMENT TAXES

The consultant (contractor) shall be and remain an independent consultant with respect to all services performed hereunder and shall accept full exclusive liability for the payments of any and all contributions or taxes for Social Security, Unemployment Benefits, pensions, and annuities now or hereafter imposed under any State or Federal laws which are measured by the wages, salaries, or other remuneration paid to persons employed by the consultant on work performed under the terms of this agreement.

The consultant further shall obey or satisfy all lawful rules, regulations, and requirements issued or promulgated under said respective laws by any duly authorized State or Federal officials. The consultant shall indemnify and save harmless the Northwest Georgia Regional Commission (NWGRC) from any contributions, taxes, or liability referred to in this article.

RATES FOR ADDITIONAL PROFESSIONAL SERVICES

If it should become necessary for the NWGRC to request the consultant to render any additional services to either supplement the services requested in this request for proposals or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the NWGRC and the firm. Any such additional work agreed to between the Northwest Georgia Regional Commission and the consultant shall be performed at the same rates as set forth in the schedule of fees and expenses included in the sealed dollar cost bid.

DRUG-FREE WORK WORKPLACE

Consultants contracting with the State of Georgia (or entities thereof as defined in the Act) further certify that they will comply with the Drug-Free Workplace Act, Official Code of Georgia Annotated, Section 50-24-1 et Seq. in carrying out any contract resulting from this proposal.





FEDERAL E-VERIFY PROGRAM

The Consultant (contractor) shall be in compliance with Official Code of Georgia Annotated, Section 13-10-91, stating that it has registered with and is participating in the federal work authorization program commonly known as E-Verify or any subsequent replacement program. The contractor further agrees that it will continue to use the federal work authorization program throughout the contract period.

CONTRACT PERIOD

The contract period shall begin with the date of acceptance and continue through April, 30, 2017 unless earlier completion of the plan or the contract is terminated earlier.

CHCNGA TPO Boundary and Urban Area Designation

-  Counties
-  2010 Census Designated Chattanooga Urbanized Area
-  2013 TPO Designated Chattanooga Urban Area Boundary
-  2013 TPO boundary

Jan 2014

