



SR 21 Access Management Study RFP

Chatham County – Savannah Metropolitan Planning Commission

110 East State STREET, P. O. BOX 8246
 SAVANNAH, GEORGIA 31412-8246
 Phone 912-651-1440,
www.thempc.org

Date: October 16, 2020

REQUEST FOR PROPOSALS RFP NO. 20001 PI NO 0017427	<p>Qualified vendors are invited to submit sealed proposals, subject to conditions and instructions as specified, for the furnishing of:</p> <p style="text-align: center;">SR 21 Access Management Study</p> <p>All proposers must be prequalified by the Georgia Department of Transportation (GDOT).</p>
GENERAL SCOPE	<p>Chatham County – Savannah Metropolitan Planning Commission (MPC) on behalf of the Coastal Region Metropolitan Planning Organization (CORE MPO) is requesting proposals to develop a detailed analysis of SR 21 from SR 25 to Grange Road, Garden City, Georgia. This study should evaluate existing and potential operational deficiencies that could arise from access management issues. The study should also analyze current and future year conditions, provide recommendations focusing on safety and operational improvements and access management solutions. The previous SR 21 Corridor Study may provide data useful to this supplemental endeavor. The SR 21 Corridor Study can be downloaded at https://www.thempc.org/Core/Sr21#gsc.tab=0.</p>
DUE DATE	<p style="text-align: center;">November 16, 2020 - 5:00 PM (Eastern)</p> <p>Proposals must be received and date/time stamped on or before the due date by MPC, located at 110 East State Street, Savannah, Georgia, 31401. Late submissions shall not be accepted.</p>
INSTRUCTIONS TO OBTAIN RFP SPECIFICATIONS	<p style="text-align: center;"><u>THIS SHEET DOES NOT REPRESENT RFP SPECIFICATIONS</u></p> <p>If interested in receiving a complete copy of the specifications, please go to our website at https://www.thempc.org/Core/Rfp2020. To receive RFP specifications by mail, please complete the information below and mail to MPC, attn: Sally Helm, Administrative Assistant.</p> <p>FedEx Acct# _____ UPS Acct# _____</p> <hr/> <p>Company Name _____ Attention of: _____</p> <hr/> <p>Complete Mailing or Delivery Address _____</p> <hr/> <p>Email _____ Phone Number _____ Fax Number _____</p> <p>Specifications may also be picked up from 8:30 AM – 5:00 PM, Monday – Friday.</p>



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Communication Once RFP has been Issued

All questions, clarifications and communication concerning this solicitation shall be submitted in writing via e-mail to the Executive Director of the MPC (hereafter referenced as EXECUTIVE DIRECTOR). MPC will not orally or telephonically address any question or clarification regarding specifications or procedures. If a vendor visits or calls MPC with such questions, he or she will be instructed to submit the questions in writing.

All contact concerning this solicitation unless otherwise directed shall be made through the EXECUTIVE DIRECTOR. Firms shall not contact department heads with questions about solicitations. You must submit the written question to the EXECUTIVE DIRECTOR. If it is necessary that a technical question be addressed, the EXECUTIVE DIRECTOR will forward such to the appropriate department, which will place a written response on the MPC's website, <https://www.thempc.org/Core/Rfp2020> . The EXECUTIVE DIRECTOR will not respond individually to questions. If it becomes necessary to revise any part of this solicitation, a written addendum will be posted on the website. It is the responsibility of each firm to review the MPC website for any new information that is posted.

The MPC is not bound by any oral representations, clarifications, or changes made to the written specifications by MPC staff, unless such clarification or change is provided in written addendum posted on the website from the EXECUTIVE DIRECTOR.

Any request by firms after a solicitation has been opened and pending award must also be submitted in writing to the EXECUTIVE DIRECTOR.

Email to the EXECUTIVE DIRECTOR through Sally Helm at helms@thempc.org to submit questions.



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CHATHAM COUNTY – SAVANNAH METROPOLITAN PLANNING COMMISSION QUESTION/CLARIFICATION FORM

DATE: _____

TO: EXECUTIVE DIRECTOR, through
Sally Helm, Administrative Assistant
Email helms@thempc.org

RE: **RFP NO. 20001**
SR 21 Access Management Study

.....

I have the following concerns/questions about the specifications:

(Add additional pages as necessary)

From:

Company Name

Website

Representative

Email Address

Complete Address

City

State

Zip Code

Telephone Number

Fax Number



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CHATHAM COUNTY – SAVANNAH METROPOLITAN PLANNING COMMISSION GENERAL PROVISIONS FOR REQUEST FOR PROPOSALS

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Chatham County – Savannah Metropolitan Planning Commission (MPC) on behalf of the Coastal Region Metropolitan Planning Organization (CORE MPO) is requesting proposals to develop a detailed access management study of SR 21 from SR 25 to Grange Road, Garden City, Georgia. The initial SR 21 Corridor Study can be downloaded at <https://www.thempc.org/Core/Studies#gsc.tab=0> . Proposer must be a prequalified firm with the Georgia Department of Transportation (GDOT).

The MPC intends to award a contract for work by the end of January 2021 with a completion date of no later than April 1, 2022. MPC anticipates that available funds for the project will be no more than \$150,000. Any contract award for this project is contingent upon MPC receiving the adequate funds from the Georgia Department of Transportation (GDOT).

A. **PROPOSAL SUBMITTAL DATE:**

All consulting services will be procured through the use of competitive sealed proposals. **THE SEALED PROPOSALS ARE DUE at the location below on: NOVEMBER 16, 2020 NO LATER THAN 5:00 PM (Eastern Time).** *Submit ten (10) paper copies of the proposal and one electronic copy in PDF format.* For proper identification, the firm's complete name and address should appear on the exterior of the proposal package.

The proposal should be hand delivered or mailed to the following:

Chatham County – Savannah Metropolitan Planning Commission
RE: RFP No. 20001, SR 21 Access Management Study

Mail: P.O. Box 8246
Savannah, Georgia 31412-8246

Deliver: 110 East State Street
Savannah, Georgia 31401

If the proposal does not reach the MPC on or before November 16, 2020 at 5:00 PM, the proposal shall not be considered and shall be returned to the firm unopened. It is the firm's



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responsibility to ensure the proposal is mailed or delivered and received by the due date and time. The MPC shall not be held responsible for proposals delayed by the US Mail or any other courier.

The MPC shall not be held liable for any expenses incurred by the respondent in preparing and submitting its proposal and/or attendance at any presentations, final contract negotiations or applicable site visits. **The MPC reserves the right to award this project or to reject any and all proposals; whichever is in the best interest of the MPC.**

B. RECEIPT OF PROPOSALS:

Unless otherwise stated in the technical specifications of the RFP, the MPC will accept one, and only one, proposal per firm. In the event a team of firms is entering into a joint venture to respond to the RFP, one firm shall be named the prime contractor and the proposal shall be submitted in the name of the prime contractor. All correspondence concerning the RFP will be between MPC and the prime contractor.

C. SUBCONTRACTING:

Should the firm intend to subcontract all, or any part, of the work specified, name(s) and address(es) of subcontractor(s) must be provided in the proposal response. The firm shall be responsible for all subcontractors' full compliance with the requirements of the RFP specifications. If awarded the contract, payments will only be made to the firms submitting the proposal. **The MPC will not be responsible for payments to subcontractors.**

D. QUESTIONS ABOUT THE RFP:

Communication concerning any bid/proposal currently advertised must take place in writing and addressed to the EXECUTIVE DIRECTOR. For more information please see page titled "Communication Once RFP has been Issued" within this solicitation package.

E. PUBLIC INFORMATION:

All information and materials submitted will become the property of the MPC; and shall be subject to the provisions of the Georgia open records law. If awarded the contract, applicable sections of the proposal submission, will be included as part of the contract documents and filed, as public record, with the MPC.

F. ADDENDA:

The firm shall include acknowledgment of receipt of addenda (if any) in their sealed proposal. The firm should include an initialed copy of each addendum in the proposal



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package. It is the firm's responsibility to contact MPC for copies of addenda if they receive the proposal document from any source other than the MPC.

G. SELECTION PROCESS:

The members of the Proposal Review Committee of MPC shall evaluate all proposals received based upon the criteria stated in the Request for Proposals. The Proposal Review Committee will consist of transportation planning professionals from the CORE MPO Technical Coordinating Committee (TCC). Each Committee member shall grade each submitted proposal based upon the evaluation criteria. The Proposal Review Committee will recommend at least the three (3) highest ranked firms to the EXECUTIVE DIRECTOR to be invited to make presentations. The Proposal Review Committee will evaluate the firms' presentations and provide a final ranking and recommendation to the EXECUTIVE DIRECTOR.

H. NEGOTIATION:

After proposals have been evaluated, negotiations shall begin with the highest ranked firm. To facilitate negotiations, the firm may be asked to submit detailed scope and fee proposals or hourly rates at the request of the Proposal Review Committee. The EXECUTIVE DIRECTOR shall consider the estimated value, scope, and complexity of the nature of services required. The EXECUTIVE DIRECTOR will negotiate a contract price with the highest ranked firm. Should such negotiations fail to reach an agreement, the EXECUTIVE DIRECTOR will close those negotiations and open negotiations with the next highest ranked firm. Should this process not yield an agreement, the EXECUTIVE DIRECTOR will begin negotiations with the third firm in order of their ranking. The EXECUTIVE DIRECTOR shall continue negotiations in accordance with this section until an agreement is reached with a qualified firm. If negotiations with the third firm does not yield an agreement, the EXECUTIVE DIRECTOR has the option to reopen the RFP process.

I. CONTRACT AWARD:

Each proposal is received with the understanding that an acceptance in writing by the EXECUTIVE DIRECTOR of the offer to furnish any or all of the services and materials described shall constitute a contract between the firm and MPC. This contract shall bind the firms to furnish and deliver the services and materials quoted, at the prices stated and in accordance with the condition of said accepted proposal.

Award of this contract by the Planning Commission will be made in the best interest of the MPC. After negotiations have resulted in an agreement with the highest ranked firm, a contract based on the negotiated agreement will be drawn and signed by all necessary parties.



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The contract file shall contain all negotiation results and the basis on which the award is made.

It is agreed that the successful firm will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous consent of the EXECUTIVE DIRECTOR.

J. NON-COLLUSION:

The firm declares that the proposal is not made in connection with any other firm submitting a proposal for the same commodity or commodities, and that the proposal is bona fide and is in all respects fair and without collusion or fraud.

K. INDEMNITY:

The successful firm agrees, by entering into a contract, to defend, indemnify and hold MPC harmless from any and all claims, liability, losses and causes of action arising from or under the contract.

The successful firm hereby agrees to indemnify, hold free and harmless the MPC, its agents, servants, employees, officers, directors and elected officials or any other person(s) against any loss or expense including attorneys' fees, by reason of any liability imposed by law upon MPC, except in cases of MPC's sole gross negligence, for damage because of bodily injury, including death at any time during the term of the contract sustained by any person or persons. on or account of damage to property arising out of or in the work performed under the contract. It is further understood and agreed that the firm shall (at the option of MPC) defend MPC with appropriate counsel and shall further bear all costs and expenses, including expenses of counsel, in the defense of any suit or legal action arising hereunder.

L. DISADVANTAGED BUSINESS ENTERPRISE CLAUSE:

Disadvantaged Business Enterprises (minority or woman owned businesses) (DBE) will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex or national origin in consideration for an award. The MPC expects firms to include disadvantaged business enterprises, minority business enterprises and woman owned business enterprises to be to the maximum extent practical and consistent with the efficient performance of MPC contracts. The firms shall keep records adequate to permit a determination of compliance with this requirement. Firms shall also submit the attached Notice of Non-Discrimination and Proposed Schedule of M/WBE Participation found in Appendix III with their proposal.



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M. **SPECIFICATION DESCRIPTIONS:**

The specifications detailed herein represent the quality of equipment, goods or services required by the MPC. Whenever in this solicitation any particular process, service or equipment is indicated or specified by patent, proprietary or brand name of manufacturer/developer/inventor, such wording will be deemed to be used for the purpose of facilitating descriptions of the process, service or equipment desired by MPC. It is not meant to eliminate offerors or restrict competition in any RFP process. Proposals that are equivalent or surpass stated specifications will be considered. Determination of equivalency shall rest solely with the MPC.

N. **TAXES:**

The MPC is exempt from State Retail Tax. The costs proposed for the RFP shall be exclusive of taxes. Tax Exemption No. 6541648-IV, GA Code Sec. 48-8-3, Federal ID No. 586005252.

O. **DRUG-FREE WORKPLACE:**

In compliance with Federal and State Drug Free Workplace Acts, the MPC, Savannah, Georgia adopted a drug free Workplace Policy. Consequently, any firm providing goods or services to MPC must comply with all applicable Federal and State Drug Free Workplace Acts.

P. **FEDERAL, STATE, LOCAL LAWS:**

All firms shall comply with all Federal, State and Local laws, ordinances, rules and regulations relative to conducting business in Savannah, Georgia and performing the prescribed service. Ignorance on the part of the firm shall not, in any way, relieve the firm from responsibility for compliance with said laws and regulations or any of the provisions of these documents.

Q. **INSURANCE:**

All firms shall maintain, and if requested, show proof of insurance applicable for services described in these specifications under “General Requirements, Section II, Insurance” of this RFP.

R. **TERMINATION OF CONTRACT:**

1. **Default:** If the firm refuses or fails to perform any of the provisions of the contract with such diligence as will ensure its completion within the time specified, or any



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extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of the contract, MPC may notify the firm in writing of the delay or nonperformance and if not cured within **ten (10) days** or any longer time specified in writing by MPC, MPC may terminate the firm's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform.

In the event of termination in whole or in part, MPC may procure similar supplies or services, from other sources, in a manner and upon terms deemed appropriate by MPC. The firm will continue performance of the contract to the extent it is not terminated and will be liable for excess costs incurred in procuring similar goods or services.

2. **Compensation:** Payment for completed supplies or services delivered and accepted by MPC will be at the contract price. The MPC may withhold from amounts due the firm such sums as MPC deems to be necessary to protect MPC against loss because of outstanding liens or claims of former lien holders and to reimburse MPC for the excess costs incurred in procuring similar goods and services.
3. **Excuse for Nonperformance or Delayed Performance:** Except with respect to defaults of subcontractors, the firm shall not be in default by reason of any failure in performance of the contract in accordance with its terms (including any failure by the firm to make progress in the prosecution of the work thereunder which endangers such performance) if the firm has notified the EXECUTIVE DIRECTOR within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of public enemy; acts of the MPC and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the firm shall not be deemed to be in default, unless the supplies or services to be furnished by the subcontractor was reasonably obtainable from other sources in sufficient time to permit the contractor to meet the contract requirements.

Upon request of the firm, MPC shall ascertain the facts and extent of such failure, and, if MPC determines that any failure to perform was occasioned by anyone or more of the excusable causes, and that, but for the excusable cause, the firm's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly.



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S. TIME FOR CONSIDERATION:

Due to the evaluation process, proposals must remain in effect for at least **90 days** after date of receipt.

T. REQUEST FOR EVALUATION RESULTS:

The evaluation results cannot be divulged until after the award of the contract. After contract award, firms desiring to review documents relevant to the RFP evaluation results will be afforded an opportunity to do so by appointment.

NOTICE TO VENDORS

The MPC prohibits any business that is owned by any member of the Planning Commission, employs a Planning Commission member, or staff, or any business in which any member of the Planning Commission has a substantial financial interest from submitting a proposal for goods or services to the MPC.

Likewise, no business which is owned by any member of any board, authority or commission, subordinate or independent entity, or any business in which any member of any board, authority or commission, subordinate or independent entity has substantial pecuniary interest may submit a proposal to MPC if such proposal pertains to the board, authority or commission.

**REQUEST FOR PROPOSALS PROJECT SCOPE
SR 21 ACCESS MANAGEMENT STUDY
RFP NO. 20001
PI0017427**

1. PURPOSE

Garden City, Georgia is seeing considerable development and redevelopment within its jurisdiction. Much of the development is the redevelopment of portions of the corridor. The Savannah Chatham County Public School System is in the process of constructing a new K-12 campus at the intersection of SR 21 and Pricilla D. Thomas Way. The new school is expected to stimulate significant redevelopment of the area. Garden City would like to have a plan in place that limits the number of conflict points along their section of the corridor.

Task 1: Project Management Work Plan

- 1.1 Following an initial coordination meeting between GDOT, MPC/CORE MPO and Garden City, the Consultant Team shall produce a Work Plan and submit it for MPC review and approval within 15 days of the Notice to Proceed that details the personnel organization, project scope, project schedule with deliverable deadlines, project fee breakdown, quality control and assurance plan, project controls and change protocols.
- 1.2 The Consultant Team shall provide monthly and quarterly progress reports to the MPC/MPO project manager no later than the tenth day of each month. A progress report template, in a format provided by the MPC/MPO, will be included in the Work Plan.
- 1.3 The Consultant Team shall provide a quarterly invoice to the MPC/MPO project manager no later than the tenth day of the month following the end of the quarter.

Task 2: The Study

2.1 The study will extend from SR 25 to Grange Road in Garden City. The study should analyze existing and future roadway conditions as this is a major thoroughfare that serves freight, local traffic, commuters, transit, pedestrians and other non-motorized transportation. The study should also analyze current and future land use patterns, pedestrian and vehicular traffic, level of service and crash data in conjunction with transportation projects and development opportunities that will impact the corridor in the future. A comprehensive study of this 3.5 mile corridor is intended to support future development along SR 21 and recommend access management solutions and other supplemental transportation improvements.

This study should evaluate existing and potential operational deficiencies that could arise from access management issues. The study should also analyze current and future year conditions, provide recommendations focusing on safety and operational improvements and access management strategies.

The previous SR 21 Corridor Study should provide data useful to this study. The SR 21 Corridor Study can be downloaded at <https://www.thempc.org/Core/Studies#gsc.tab=0> .

ESTIMATED PROJECT BUDGET

\$150,000

2. ESTIMATED SCHEDULE

The anticipated schedule is no later than April 2022.

RFP and Team Selection Process Schedule	
RFP Released	October 16,2020
Proposals Due	November 16, 2020
Consultant interviews	December 9-11, 2020 (subject to confirmation)
Consultant selected & notified	December 18 (subject to confirmation)

GENERAL REQUIREMENTS

I. FIRM QUALIFICATIONS

The firm (and subcontractors) must demonstrate knowledge and experience in preparation of traffic engineering and access management studies and shall not be debarred from working on any federally funded contract.

II. INSURANCE

The firm shall provide a Certificate of Insurance for each category listed below and carry each in force if awarded this contract for the duration of the project:

- (1) General liability property damage insurance
- (2) General liability bodily injury insurance
- (3) Automotive/truck insurance covering all owned, hired and non-owned vehicles used in the project
- (4) Workman's compensation insurance
- (5) Employer's liability insurance
- (6) Professional Liability Insurance (\$1,500,000 per occurrence)

III. INDEPENDENT CONTRACTOR

The firm shall respond to this RFP as an independent contractor and not as an employee of MPC.

IV. PROPOSAL PREPARATION AND SUBMISSION

The complete proposal shall contain the following information and shall be submitted in the order shown below. **Please address each section in your proposal submission and divide each section of your proposal with identifying tabs.**

A firm who submits a proposal that does not address each of the sections specified below will be deemed non-responsive, and the proposal submission deemed incomplete.

REQUIREMENTS FOR PROPOSAL

Section 1: Transmittal Letter (1 page)

Transmittal letter on company letterhead shall introduce the firm, provide a brief history, describe the ownership, include complete address, phone and fax numbers and include the name and email address of contact person (s) during this RFP process. An authorized agent must sign the transmittal letter.

Section 2: Firm's Qualifications/Experience of Key Personnel (2 pages)

Submit statements or evidence that demonstrates the knowledge and experience of the firm in the development of access management plans of the type described in the scope. The proposed project personnel should have similar experience, preferably as a team. An organizational chart displaying duties of team members shall be included.

Section 3: Project Understanding (5 pages)

Provide a written description of how your firm proposes to complete the development of the access management study for MPC. The description must be consistent with the scope of work or explain why it is different and beneficial.

The Project Understanding section should not exceed five (5) pages in length, including any illustrations, and should include an overview of how the firm proposes to complete the project. The Project Understanding section should outline the project tasks or elements and a time schedule for completion of each task and the entire project.

Section 4: Insurance and Certification (2 pages)

Provide proof of insurance as per "General Requirements, Section II, Insurance" and complete attached affidavit found in Appendix I indicating that firm is qualified to do work in Georgia and not debarred from working on a Federally funded contract.

Section 5: References (2 pages)

The firm shall provide a list of at least five (5) client references for which similar services have been performed. Reference information shall include entity name, address, description of services provided, contact name, telephone number, and fax number. The firm shall identify any client relationships that may be in conflict with the successful completion of this project.

Section 6: Resumes (up to 20 pages)

The firm shall include resumes of all proposed project team members up to 20 pages.

Section 7: Notice of Non-Discrimination and Proposed Schedule of M/WBE Participation (2 pages)

The firm shall submit the Notice of Non-Discrimination and Proposed Schedule of M/WBE Participation found in Appendix III with their proposal.

IV. RFP EVALUATION

The evaluation and selection process will involve reviewing the proposals and conducting in-person presentations with the finalist firms. The written proposal is the only measurement that will be used to identify firms that will be invited to make a presentation. The Proposal Review Committee will evaluate the proposals and make a recommendation to the EXECUTIVE DIRECTOR regarding the short-listed firms and ranked to be invited to make a presentation. Proposals and presentations will be evaluated based on the following criteria:

Criteria	Weight Proposal/Presentation
A. Comprehensively demonstrates the firm has the knowledge and experience to address the scope of work. The proposed project personnel should have similar experience, preferably as a team. The quality of references will also be a factor in determining selection. Team members must also show availability to this project.	40%
B. Demonstrates understanding of the scope of work and local factors. Shows how the firm proposes to approach and complete the project. Shows an implementable outline of project tasks or elements and a time schedule for completion of each task and the entire project.	40%
C. Demonstrates how the firm will meet the SR 21 Access Management Study schedule.	10%
D. Demonstrated commitment to include DBEs.	10%

Each of the above criteria (A-D) will be given a rating of 1 through 5 by each member of the Evaluation Committee. The ratings are as follows:

RATING	
1	Poor
2	Fair
3	Average
4	Good
5	Excellent

The proposal score will be used to determine those invited for a presentation. The presentation will be scored based on its own merit aside from the original proposal score.

After the review and rating of proposals and presentations, team proposal and presentation scores will be combined based upon a weighting of 40% for the written proposal and 60% for the presentation. Firms will be ranked in descending order of numerical predominance. The EXECUTIVE DIRECTOR may begin negotiations with the highest ranked firm based on the results from the presentations and written proposals. Should such negotiations fail to reach an agreement, negotiations will begin with the next highest ranked firm. Once an agreement between the firm and EXECUTIVE DIRECTOR is reached, the contract will be presented to the Planning Commission for authorization to allow the EXECUTIVE DIRECTOR to execute the contract.

Appendix I
Affidavit of Certification

CERTIFICATION FORM

I, _____, being duly sworn, state that I am _____ (title) of _____
_____ (firm) and hereby duly certify that I have read and understand the
information presented in the attached proposal and any enclosure and exhibits thereto.

I further certify that to the best of my knowledge the information given in response to the Request for Proposals is full, complete and truthful.

I further certify that the proposer and any principal employee of the proposer has not, in the immediately preceding five (5) years, been convicted of any crime of moral turpitude or any felony offense, nor has had their professional license suspended, revoked or been subjected to disciplinary proceedings.

I further certify that the proposer has not, in the immediately preceding five (5) years, been suspended or debarred from contracting with any federal, state or local government agency, and further, that the proposer is not now under consideration for suspension or debarment from any such agency.

I further certify that the proposer has not in the immediately preceding five (5) years been defaulted in any federal, state or local government agency contract, and further, that the proposer is not now under any notice of intent to default on any such contract.

I further certify that the proposer is a prequalified firm with the Georgia Department of Transportation (GDOT).

I acknowledge, agree and authorize, and certify that the proposer acknowledges, agrees and authorizes, that the Chatham County – Savannah Metropolitan Planning Commission (MPC) may, by means that either deems appropriate, determine the accuracy and truth of the information provided by the proposer and that the MPC may contact any individual or entity named in the Statement of Qualifications for the purpose of verifying the information supplied therein.

I acknowledge and agree that all of the information contained in the Statement of Qualifications is submitted for the express purpose of inducing the MPC to award a contract.

A material false statement or omission made in conjunction with this proposal is sufficient cause for suspension or debarment from further contracts, or denial of rescission of any contract entered into based upon this proposal thereby precluding the firm from doing business with, or performing work for, the State of Georgia. In addition, such false statement or omission may subject the person and entity making the proposal to criminal prosecution under the laws of the State of Georgia of the United States, including but not limited to O.C.G.A. §16-10-20, 18 U.S.C. §§1001 or 1341.

Signature

Sworn and subscribed before me

This ____ day of _____, 20__.

NOTARY PUBLIC

NOTARY SEAL

My Commission Expires: _____



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Appendix II Notice of Non-Discrimination

NON-DISCRIMINATION STATEMENT

The proposer certifies that:

- (1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, or gender in connection with any proposal submitted to the Metropolitan Planning Commission or the performance of any contract resulting there from;
- (2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company, including those companies owned and controlled by racial minorities, cultural minorities, and women;
- (3) In connection herewith, we acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;
- (4) That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;
- (5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;
- (6) That the failure of this Company to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract entitling the Metropolitan Planning Commission to declare the contract in default and to exercise any and all applicable rights and remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

Signature _____

Title _____

Company _____

Date _____

NOTARY PUBLIC

NOTARY SEAL

My Commission Expires: _____

Appendix III
Proposed Schedule of M/WBE Participation

PROPOSED SCHEDULE OF M/WBE PARTICIPATION

Name of Proposer/Proposer: Proposal No.: <hr/> Project Title: Total Proposal Amount \$ <hr/> Name of M/WBE Participant	Address	Type of Work Sub-Contracted	Subcontract Value	MBE/WBE Status
			\$	
			\$	
			\$	
			\$	
			\$	

MBE Participation Value: % \$ _____

Women Participation Total Value: % \$ _____

The undersigned will enter into a formal agreement with the M/WBE Subcontractors/Proposers identified herein for work listed in this schedule conditioned upon executing of a contract with the Metropolitan Planning Commission.

Joint Venture Disclosure If the prime proposer is a joint venture, please describe below the nature of the joint venture and level of work and financial participation to be provided by the Minority/Female joint venture firm.

Joint Venture Firms	Level of Work	Financial Participation

Signature: _____

Title: _____