



C H A T H A M C O U N T Y - S A V A N N A H
METROPOLITAN PLANNING COMMISSION

110 EAST STATE STREET, P.O. BOX 8246, SAVANNAH GEORGIA 31412 - 8246



REQUEST FOR PROPOSAL

**Flooding Dynamic Modeling Tools for Optimized Planning of
CORE MPO Transportation Infrastructure Systems**

Issue Date: **11/01/2021**
Response Deadline: **12/06/2021**

REQUEST FOR PROPOSALS (RFP)

RFP NO. 20212
PI NO Pending

Flooding Dynamic Modeling Tools (FMT) for Optimized CORE MPO Planning of Transportation Infrastructure Systems

The Chatham County – Savannah Metropolitan Planning Commission (MPC) on behalf of the Coastal Region Metropolitan Planning Organization (CORE MPO) requests proposals from a qualified academic institution or team of institutions (hereinafter "Institution") to research and design tools that will allow for optimal planning and design of resilient and equitable transportation infrastructure systems. The analysis will result in the development of Flood Modeling Tools (FMT).

Proposals including partnerships with other institutions or consultants for research and development of the FMT is strongly encouraged.

The MPC/CORE MPO intends to issue a notice to proceed by the end of March 2022 with an expected start date of April 2022 and expected completion date of no later than October 31, 2023. Available funds for the project will be no more than \$150,000. The MPC/CORE MPO reserves the right to alter the following schedule as necessary.

Schedule

Request for Proposals Announced:	11/01/2021
Deadline to Submit Questions:	11/15/2021
Deadline to Respond to Submitted Questions	11/22/2021
Deadline for Submittal of Proposal:	12/06/2021
Proposal Review	12/09/2021 – 01/14/2022
Interviews (week of):	01/24/2022
Selection (week of):	02/01/2022
Project Start - End:	04/2022 – 10/2023

INSTRUCTIONS TO OBTAIN RFP SPECIFICATIONS

If interested in receiving a complete copy of the specifications, please go to our website at <https://www.thempc.org/Core/Rfp2021>. To receive RFP specifications by mail, please complete the information below and mail to or email:

MPC
Mail to: Atten: Sally Helm, Administrative Assistant
100 East State Street
Savannah, GA, 31401

Email: Sally Helm, helms@thempc.org

The MPC/CORE MPO shall not be held responsible for requests delayed by the US Mail or any other courier.

FedEx Acct # _____ UPS Acct # _____

Institution Name Attention

Complete Mailing or Delivery Address

Email Phone # Fax #

Specifications may also be picked up from 8:30 AM – 5:00 PM at the MPC/CORE MPO Office

Address Location: 100 East State Street
Savannah, GA, 31401

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PROJECT DESCRIPTION

Background

Changes in climate are producing extreme weather events that are increasing in frequency. Events such as sea level rise, flooding, and climate change present major threats for coastal community's road networks, rail, canals, greenways, and other infrastructure in the CORE MPO planning area. The CORE MPO is looking to expand current studies and findings to further evaluate the environmental impacts on the transportation system associated with extreme weathers event and threats.

Natural disasters and weather events cause frequent flood hazards in area streets and intersection which impede traffic flow and causes significant interruptions to mobility and commerce. Additionally, when flooding occurs, communities often experience significant social, economic, and environmental impacts. While flooding is a part of the Earth's natural hydrological cycle, imbalances in this cycle can send more water to areas than what it can normally handle. Factors that cause imbalances to the natural hydrological cycle and result in flooding and inundation of transportation infrastructure for communities can include low elevations, proximity to water bodies, and the amount of developed and impervious surfaces in or near a community. Impervious surfaces prevent the natural infiltration of precipitation into the ground and slow seeping into streams and waterbodies. Infrastructure from developments and transportation create more impervious surfaces which limit ground absorption thereby increasing the accumulation of runoff and flow into streams, waterways, canals, beaches etc.

Planning for resilience against the impacts of sea level rise and flooding is not only a national, but local imperative which relies upon the ability to adapt, availability of funding, data and research, and stakeholder collaboration. Through collaborations the MPC and CORE MPO can build upon current efforts to improve the Region's ability to evaluate and adapt to these threats and stressors.

Purpose

The CORE MPO is seeking research proposals for the development of additional flood modeling and decision-planning tools which help target and prioritize projects and strategies aimed at mitigating the impacts of rainfall events and sea level rise on transportation infrastructure. The proposed tool should optimize the planning of new and existing transportation infrastructure to improve reliability and resiliency with additional consideration to economic constraints and social inequities. The CORE MPO intends to build upon existing research to further the advancement of resiliency planning efforts for communities within the MPO boundaries.

The development of any models and tools should also provide a fair and equitable approach to efficiently improving transportation infrastructure resiliency. The deliverable developed must build upon relevant existing/previous studies, tools, and models, be user-friendly, and be transferable to any community.

Scope of Work

The project's scope of work includes, at a minimum, the activities outlined below; however, applicants should detail a clear project approach that will effectively assess the needs of the CORE MPO's purpose and objectives set forth in this RFP. Applicants are encouraged to add any elements which help achieve the project's objectives. Specific elements of interest are called out below and should be addressed within the proposed project's approach. MPC staff will work with the successful Institution to incorporate a mutually agreeable scope of work into the resulting contract.

This project will result in the development of flood modeling and decision-planning tools to help address the resiliency and security of the community's transportation system. These models and tools encompass considerations to project prioritization, land use, environmental, community livability, and equitable improvements to disadvantaged communities. Objectives and identifiable outcomes for the flood models and decision-planning tools should include and be able to evaluate the following:

- Equity & Livability
 - Identify communities/areas most effected by flooding events and sea level rise.
 - Identify opportunities to increase equitable access to transportation infrastructure and emergency services during flooding events for the residents who have been traditionally underserved, such as lower-income residents, non-native English speakers, senior residents, disabled, and communities of color.
- Evaluation
 - Assess the current and projected future vulnerability of transportation infrastructure, including evacuation, transit, and freight routes, to extreme weather events.
 - Analyze and evaluate the effect of proposed developments and redevelopments on surface runoff.
 - Evaluate the effectiveness, trade-offs, and costs of a range of feasible adaptation strategies.
- Financial Stewardship & Project Prioritization
 - Prioritize projects and implementable level steps to help increase the resiliency of the transportation system and infrastructure.
 - Provide a toolbox of infrastructure best management practices and projects, and the associated cost estimates, which mitigate the effects of flooding events.
 - Develop a priority framework that incorporates variables such as cost, land use, access, and environmental justice components to identify specific locations with transportation infrastructure resiliency deficiencies.

Eligibility

- Academic Institution (public and private)
 - Universities
 - Colleges
 - Community Colleges
- Direct association/experience with coastal research and analysis activities

Preferred Qualifications

- Comprehensive understanding of transportation, land use, and environmental planning specific to climate change.
- Experience with data and technical analysis.
- Experience in vulnerability assessment: environment, economic, equity, resiliency.
- Successful utilization of existing applicable and relevant data, study, and models produced by local entities such as Chatham County.
- The selected Institution must demonstrate an understanding of transportation planning and knowledge of issues and concerns related to transportation infrastructure resiliency.

PROPOSAL CONTENT & REQUIREMENTS

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 by the identifying section headers. Specified page numbers represent the maximum number of pages (both front and back included, not including the cover page) allowed for each section. Proposals that do not follow the specified requirements will not be considered.

Requirements for Proposal

Section 1: Transmittal Letter (1 page)

Transmittal letter on Institution letterhead shall introduce the Institution and its proposed team, provide a brief history, include complete address, phone, and fax numbers, and include the name and email address of the primary contact person(s) for this RFP process. An authorized agent must sign the transmittal letter.

Section 2: Institution's Qualifications/Experience of Key Personnel (4 pages)

Submit statements or evidence that demonstrates the knowledge and experience of the Institution in performing research of a similar nature to the Project Description. The proposed project's personnel should have similar experience, preferably previously working as a team. Include an organizational chart displaying the experience/area of expertise of key personnel.

Describe specialized training, experience, professional competence, and certifications in the area directly related to this RFP. Show reasons why the Institution believes it is especially qualified to undertake the project. Information provided should include, but not be limited to, such data as: specialized equipment available for this work, any awards or recognition received by the Institution or individuals for similar work, special approaches or concepts developed by the Institution relevant to this project, etc.

Section 3: Project Understanding & Approach (7 pages)

Provide an overview explaining the Institutions' understanding of the project goals and scope and demonstrate a clear vision of the project's outcome. Highlight the perceived unique opportunities, challenges, and priorities of this study. Describe the proposed approach and work plan to accomplish the objectives outlined in the Scope of Work.

The description of the proposed approach shall discuss the tasks in sufficient detail to demonstrate the Institution's ability to accomplish the objectives. A time schedule for completions of tasks shall be included. Describe any approach to managing resources, including a description of the specific responsibilities of key personnel performing specific tasks, and how their work will be supervised.

Proposers are invited to submit and describe additional ideas or strategies to the scope of work as need to enhance the study outcomes.

Section 4: Insurance and Certification (2 pages)

Provide proof of insurance as per “General Requirements, Section III, Insurance” and complete the attached affidavit found in Appendix I indicating that the Institution is qualified to do work in Georgia and not debarred or prevented from working on a federally funded contract.

Section 5: References (2 pages)

The Institution shall provide a list of at least two (two) client references for which similar services or technical analysis have been performed. Reference information shall include entity name, address, description of services provided, contact name, telephone number, email address, and fax number. The Institution 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 Institution shall include resumes of all proposed project team members up to 20 pages total.

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

The Institution shall submit the Notice of Non-Discrimination found in Appendix II with their proposal.

General Requirements

1. Qualification: The Institution represents that it is fully qualified, staffed, and equipped to properly perform any agreed upon conditions and work as requested in this proposal and as represented in the proposal. Proposals shall state whether there is a potential conflict of interest, and the Institution must be cognizant of the debarment requirement (in Appendix I) and the Institution shall not be debarred from working on any federally funded contract.

2. Independent Contractor: The Institution shall respond to this RFP as an independent contractor and not as an employee of MPC/CORE MPO.

3. Insurance: The Institution 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 or provide evidence of self-insurance:

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

PROPOSAL SUBMITTAL PROCESS

Submission

All services will be procured using competitive sealed proposals. The sealed proposals are due by hand delivery or mail to the following location:

Chatham County – Savannah Metropolitan Planning Commission

RE:	RFP/RFQ No. 20212, FMT Study
Mail:	P.O. Box 8246 Savannah, Georgia 31412-8246
Deliver:	110 East State Street Savannah, Georgia 31401
Date & Time:	Monday, December 6, 2021, by 05:00 PM (ET)

Submit five (5) bound paper copies of the proposal **and** one electronic copy in PDF format. Electronic copies 10 MB or smaller are to be sent via e-mail to Sally Helm, helms@thempc.org. Electronic copies larger than 10 MB are to be sent on a USB flash drive via hand delivery or mail to the location above. **Both the hard copies and electronic copy (PDF or USB) must be received on or before the deadline noted above.**

For proper identification, the Institutions’ complete name and address should appear on the exterior of the submitted proposal package. If the required proposal materials do not reach the MPC/CORE MPO office on or before December 6, 2021, at 5:00 PM (ET), the proposal shall not be considered. It is the Institution’s responsibility to ensure the proposal materials are mailed or delivered and received by the due date and time noted above.

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

Receipt of Proposals

Unless otherwise stated in the technical specifications of the RFP, the MPC/CORE MPO will accept only one, proposal per Institution. In the event an institution enters into a joint venture with another institution, firm, or consultant to respond to the RFP, one Institution 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/CORE MPO and the prime contractor. The MPC/CORE MPO shall not be held responsible for proposals delayed by the US Mail or any other courier.

SELECTION & EVALUATION

Selection

The evaluation and selection process will involve reviewing the proposals and conducting in-person interviews with the Institutions selected as finalist. The MPC/CORE MPO reserves the right to conduct interviews virtually when deemed necessary. Refer to page two (2) for the specific RFP schedule.

The Proposal Review Committee (PRC) will evaluate the Institution’s proposals and interviews and provide a final ranking and recommendation to the Executive Director (hereafter referenced as EXECUTIVE DIRECTOR). The Proposal Review Committee will consist of the CORE MPO project manager and qualified planning professionals within the CORE metropolitan planning area. Each Committee member shall grade each submitted proposal based upon the evaluation criteria provided below.

The written proposal is the only measurement that will be used to identify Institutions that will be invited for an interview. The Proposal Review Committee will recommend at least the three (3) highest ranked Institutions to the EXECUTIVE DIRECTOR to be invited for an interview. Institutions invited for an interview will give a presentation to the Proposal Review Committee. Institutions will be allotted 25-minutes for a presentation to be given by the Institution followed by 20-minutes for questions and answers following the presentation.

The MPC/CORE MPO reserves the right to request clarification of information from any respondent or to request supplemental material deemed necessary to assist in the evaluation of the proposal.

Interviews will be scored based on their own merit aside from the original written proposal score. Institutions will be ranked in descending order of numerical predominance. The EXECUTIVE DIRECTOR will begin negotiations with the highest ranked Institution 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 Institution. Once an agreement between the Institution 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.

Proposal Evaluation

Proposals will be evaluated based on the following rating scale and criteria:

Criteria	Weight
Experience & Technical Competency	x6
Project Understanding & Approach	x6
Familiarity with Project Type	x4
Proposal Quality	x3
Collaboration <i>(rated as either 0 = No or 5 = Yes)</i>	x1

Rating Scale: 1 = Poor, 2 = Fair, 3 = Good, 4 = Excellent, 5 = Superior

Maximum score of 100

1. Experience & Technical Competency: Proposal reflects the Institution’s relevant experience and technical capabilities with flooding events and sea level rise necessary to successfully execute the work set forth in this RFP. The Institution and/or individuals who will be assigned to the research have applicable and relevant experience.

2. Project Understanding & Approach: Proposal shows an understanding of the project objectives. Includes the Institution’s proposed methodology, desired results, and expected outcomes/outputs. Demonstrates innovative ideas and efficient approach that accomplish objectives set forth in this RFP.

3. Familiarity with Project Type: Proposal demonstrates a level of familiarity with the proposed research and reflects the Institution’s qualifications in transportation, land use, environmental planning. Proposal identifies relevant resources such as studies, models, and data that could be utilized to help accomplish objectives set forth in this RFP.

4. Proposal Quality: Research approach is clearly defined. Proposal is a well-written, straightforward, and concise document with high-quality graphic/images (when used).

4. Collaboration: The prime applicant is an eligible academic institution (as specified in the Scope of Work) in collaboration with another academic institution, firm, or consultant.

Presentation Evaluation

Interview presentations will be evaluated based on the following rating scale and criteria:

Criteria	Weight
Specific Experience	x4
Project Understanding	x3
Project Team & Performance	x2
Innovation	x1

Rating Scale: 1 = Poor, 2 = Fair, 3 = Good, 4 = Excellent, 5 = Superior

Maximum Score of 50

- 1. Specific Experience:** Described specific experience (of individuals and/or Institution) on similar and relevant research that demonstrated the knowledge and experience with the objectives identified in the Scope of Work.
- 2. Project Understanding:** Demonstrated an understanding of the issues facing the CORE metropolitan planning area by highlighting the perceived challenges and priorities of this project.
- 3. Project Team & Performance:** Clearly identified the project manager, key personnel, and their roles and responsibilities. Described the capacity of key staff and their ability to perform the anticipated workload over the project timeline
- 4. Innovation:** Provided any ideas, strategies, and/or elements not listed in the Scope of Work that would strength the objectives and outputs of this project.

Negotiation

After proposals have been evaluated, negotiations shall begin with the highest ranked Institution. To facilitate negotiations, the Institution 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 Institution. Should such negotiations fail to reach an agreement, the EXECUTIVE DIRECTOR will close those negotiations and open negotiations with the next highest ranked Institution. Should this process not yield an agreement, the EXECUTIVE DIRECTOR will begin negotiations with the third Institution in order of their ranking. The EXECUTIVE DIRECTOR shall continue negotiations in accordance with this section until an agreement is reached with a qualified Institution. If negotiations with the third Institution does not yield an agreement, the EXECUTIVE DIRECTOR has the option to reopen the RFP process.

Request For Evaluation Results

The evaluation results cannot be divulged until after the award of the contract. After contract award, Institutions may request the RFP evaluation scores in writing by contacting the following:

Mail to: MPC
Atten: Sally Helm, Administrative Assistant
100 East State Street
Savannah, GA, 31401

or

Email: Sally Helm, helms@thempc.org

COMMUNICATION & QUESTIONS

All questions, clarifications and communication concerning this solicitation shall be submitted in writing via e-mail to the EXECUTIVE DIRECTOR of the MPC/CORE MPO. The MPC/CORE MPO will not orally or telephonically address any question or clarification regarding specifications or procedures. If a vendor visits or calls an MPC/CORE MPO employee with such questions, he or she will be instructed to submit any questions in writing. All questions must be submitted to the EXECUTIVE DIRECTOR via e-mail through the designated point of contact below.

All contacts concerning this solicitation unless otherwise directed shall be made through the EXECUTIVE DIRECTOR. Institutions shall not contact department heads or staff with questions about solicitations. 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/CORE MPO’s website, <https://www.thempc.org/Core/Rfp2021> or issue an addendum. 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 same website. It is the responsibility of each Institution to review the MPC/CORE MPO website for any new information that is posted. Any request by Institutions after a proposal has been opened or pending award must also be submitted in writing to the EXECUTIVE DIRECTOR.

The MPC/CORE MPO is not bound by any oral representations, clarifications, or changes made to the written specifications by MPC/CORE MPO staff, unless such clarification or change is provided in written addendum posted on the website from the EXECUTIVE DIRECTOR. Responses to any submitted questions will be posted by November 22, 2021, on the MPC/CORE MPO’s website <https://www.thempc.org/Core/Rfp2021>.

Point of contact to the EXECUTIVE DIRECTOR through:

Contact:	Sally Helm
Email:	helms@thempc.org

Deadline to Submit Questions:

Date:	Monday, November 15, 2021
Time:	05:00 PM (ET)

**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. 20212**
Flooding Dynamic Modeling Tools (FMT) for Optimized Planning of CORE MPO
Transportation Infrastructure Systems

.....
I have the following concerns/questions about the specifications:

(Add additional pages as necessary)

From:

Institution Name Website

Representative Email Address

Complete Address City State Zip Code

Telephone Number Fax Number

GENERAL INFORMATION

Subcontracting

Should the Institution 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 Institution 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 Institutions submitting the proposal. The MPC/CORE MPO will not be responsible for payments to subcontractors.

Specification Description

The specifications detailed herein represent the quality of equipment, goods or services required by the MPC/CORE MPO. 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/CORE MPO. 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.

Ownership of Materials

The MPC has a non-exclusive and perpetual license to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by the Institution under the awarded contract ("Documents & Data"). The Institution shall require all subcontractors to agree in writing that MPC/CORE MPO is granted a non-exclusive and perpetual license for any Documents and Data the subcontractor prepares under the awarded contract. The Institution represents and warrants that the Institution has the legal right to license any and all Documents and Data. The MPC MPC/CORE MPO shall not be restricted or limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by the awarded contract shall be at MPC/CORE MPO's sole risk.

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 an offer to enter into a contract between the Institution and MPC/CORE MPO. This contract shall bind the

Institutions 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/CORE MPO. After negotiations have resulted in an agreement with the highest ranked Institution, a contract based on the negotiated agreement will be drawn and signed by all necessary parties.

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

It is agreed that the successful Institution 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 MPC/CORE MPO.

Indemnity

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

The successful Institution hereby agrees to indemnify, hold free and harmless the MPC, it's 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 the 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 Institution shall (at the option of the MPC) defend the 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.

Public Information

All information and materials submitted will become the property of the MPC and the CORE MPO; and shall be subject to the provisions of the Georgia Open Records Act. 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.

Addenda

It is the responsibility of each Institution to review the MPC/CORE MPO website for any new information that is posted. The Institution shall include acknowledgment of receipt of addenda (if any) in their sealed proposal. The Institution should include an initialed copy of each addendum in the proposal package. It is the Institution's responsibility to obtain copies of addenda posted on the MPC/CORE MPO's website <https://www.thempc.org/Core/Rfp2021> if they receive the proposal document from any source other than the MPC.

Termination Of Contract

1. Default: If the Institution 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 extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of the contract, MPC may notify the Institution 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 Institution'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 Institution 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/CORE MPO will be at the contract price. The MPC/CORE MPO may withhold from amounts due the Institution such sums as MPC/CORE MPO deems to be necessary to protect MPC/CORE MPO against loss because of outstanding liens or claims of former lien holders and to reimburse MPC/CORE MPO 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 Institution 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 Institution to make progress in the prosecution of the work thereunder which endangers such performance) if the Institution 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/CORE MPO 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 Institution 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 Institution, MPC/CORE MPO shall ascertain the facts and extent of such failure, and, if MPC/CORE MPO determines that any failure to perform was occasioned by anyone or more of the excusable causes, and that, but for the excusable cause, the Institution's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly.

Disadvantage 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/CORE MPO expects Institutions to include disadvantaged business enterprises, minority business enterprises and woman owned business enterprises in the project team to the maximum extent practical and consistent with the efficient performance of MPC/CORE MPO contracts. The Institutions and subcontractors shall keep records adequate to permit a determination of compliance with this requirement. Institutions shall also submit the attached Notice of Non-Discrimination and Proposed Schedule of M/WBE Participation (as applicable) found in Appendix II and III with their proposal.

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.

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 Institution providing goods or services to MPC/CORE MPO must comply with all applicable Federal and State Drug Free Workplace Acts.

Federal, State, & Local Laws

All Institutions 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 Institution shall not, in any way, relieve the Institution from responsibility for compliance with said laws and regulations or any of the provisions of these documents.

Insurance

All Institutions 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.

Time For Consideration

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

Non-Collusion

The Institution declares that the proposal is not made in connection with any other Institution 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.

Notice To Proposers

The MPC/CORE MPO 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/CORE MPO if such proposal pertains to the board, authority, or commission.

APPENDIX I: AFFIDAVIT OF CERTIFICATION

CERTIFICATION FORM

I, _____, being duly sworn, state that I am _____ (title) of _____ (Institution) 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 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 Proposal for the purpose of verifying the information supplied therein.

I acknowledge and agree that all of the information contained in the Proposal 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 Institution 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: _____

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 Institution to provide equal opportunity to all businesspersons seeking to contract or otherwise interested in contracting with this Institution, including those companies owned and controlled by racial minorities, cultural minorities, and women;
- (3) In connection herewith, we acknowledge and warrant that this Institution 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 Institution;
- (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 Institution may hereafter obtain and;
- (6) That the failure of this Institution 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 _____

Academic Institution _____

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.: Project Title: Total Proposal Amount \$ 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	Level of Work	Financial Participation

Signature: _____

Title: _____