

MONROE COUNTY REQUEST FOR PROPOSALS [RFP]

Horizontal Curve Sign Study

Project Number: UPWP # 6225

Release Date: July 29, 2011

Response Deadline: August 19, 2011



Maggie Brooks
County Executive

Monroe County
Department of Transportation
6100 City Place
50 W. Main St.
Rochester, NY 14614
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SECTION 1 - INVITATION TO PARTICIPATE

1.1 Purpose and Objective

Monroe County ("the County") is seeking proposals from qualified individuals/entities to provide engineering services for a Horizontal Curve Sign Study for the Department of Transportation (DOT). Prospective Respondents must offer a proposal that will meet the scope of services, qualifications, and general description of work activities identified in this Request for Proposals ("RFP").

In responding to this RFP, Respondents must follow the prescribed format as outlined in Section 3. By so doing, each Respondent will be providing the County comparable data submitted by other Respondents and, thus, be assured of fair and objective treatment in the County review and evaluation process.

Pending final approval from the Monroe County Legislature, the County's objective is to enter into an agreement in the Fall of 2011, with a target completion date of the Spring of 2012.

1.2 RFP Coordinator; Issuing Office

This Request for Proposals ("RFP") is issued for Monroe County. The RFP Coordinator, identified below, is the sole point of contact regarding this RFP from the date of issuance until the selection of the successful Respondent.

Meagan Brennan
Monroe County Office of Purchasing & Central Services
200 County Office Building
39 West Main Street
Rochester, NY 14614
Fax: (585) 753-1104
Email: mbrennan@monroecounty.gov

Only those Respondents who have registered and received a copy of this RFP via the County website at www.monroecounty.gov/bid/rfps will receive addenda, if issued.

1.3 County's Rights and Intentions

The County shall have the right at any time to withdraw this RFP, to issue amendments or addenda thereto, to issue a new RFP, to extend or otherwise change any deadlines or time periods, to reject all or any proposals received, to interview all, any or none of the firms so responding, to invite any firm specifically to respond to this RFP, or to award one or more or no contracts for the provision of all or any portion of the services described herein on such terms and/or conditions as the County may deem necessary or desirable. The County's actions and decisions in this regard shall be within the sole and complete discretion and judgment of the County, exercisable by the County solely as it sees fit. The County shall have no responsibility or liability to any individual or entity whatsoever for any claimed cost, expense, loss, judgment, damage or liability of any kind, direct or indirect, with respect to or arising out of the

issuance of this RFP, any responses thereto, any errors, omissions, or misstatements of fact contained herein or any other documents or information provided by the County or any actions, inactions, decisions or omissions by the County with respect thereto.

1.4 Timeline

The schedule of events for this RFP is anticipated to proceed as follows:

- ◆ This RFP will be distributed on July 29, 2011.
- ◆ All requests for RFP clarification must be submitted in writing to the RFP Coordinator at the address provided in Section 1 and received no later than 3:00 PM EST on August 5, 2011.
- ◆ All questions will be answered and documented in writing as an Addendum to the RFP. These will be sent out to all Respondents who received the original RFP no later than August 10, 2011.
- ◆ **Final RFP submissions must be received by 3:00 PM EST on August 19, 2011.** To be considered, sealed proposals must be received at the address shown below:

Meagan Brennan
Monroe County Office of Purchasing & Central Services
200 County Office Building
39 West Main Street
Rochester, NY 14614
Fax: (585) 753-1104
Email: mbrennan@monroecounty.gov

Requests for extension of the submission date will not be granted. Respondents mailing proposals should allow ample delivery time to assure timely receipt of their proposals

1.5 Overview of the Organization

Monroe County is located in the Finger Lakes Region of New York State, where the Genesee River meets the south shore of Lake Ontario. Monroe County has a population of over 735,000 residents. The County is comprised of 19 towns, 10 villages and the City of Rochester, the third largest city in New York State.

Monroe County government, with a workforce of approximately 4,600 full and part-time employees, has an annual operating budget close to \$1 Billion. County government provides a variety of services, including: public safety, health and human services, economic development, recreation, transportation and environmental services. Monroe County also owns and operates the Greater Rochester International Airport and Seneca Park Zoo.

Monroe County is a community of innovators on the cutting edge of scientific research and discovery; a community of entrepreneurs, home to some of the world's best known

brands and fastest growing companies; and, a community recognized for its leadership in arts, culture and higher education.

The Monroe County Department of Transportation (DOT) is responsible for the safe and efficient operation of 1489 lane miles (663 centerline miles) of County-owned highways, 176 bridges, and 276 major culverts on the Monroe County highway system, and 776 traffic signals/flashers. Services provided through DOT include traffic, highway and bridge engineering; road sign fabrication, installation, and maintenance; pavement marking; installation and maintenance of all traffic control devices; surveying and mapping services; and administering the In Bloom and the ADOPT-A-HIGHWAY programs.

SECTION 2 – SCOPE OF WORK

The objective of the Horizontal Curve Sign Study is to perform ball bank studies on all of the horizontal curves within Monroe County's jurisdiction that currently have warning signs in place, evaluate the existing traffic control devices in place, and make recommendations for any additional traffic control devices that may be required in accordance with the National Manual of Uniform Traffic Control Devices (MUTCD) and the current New York State Supplement to the MUTCD.

The selected Respondent will be provided a list in an electronic format of the Horizontal Curves within Monroe County, which will include pertinent information such as specific locations. The selected Respondent's tasks are as follows:

1. Perform a field evaluation of existing traffic control devices; locate any adjacent driveways, and intersections that would be affected by the horizontal curve; perform ball-bank measurements in accordance with the latest recommendations of the MUTCD; and determine if the existing traffic control devices are sufficient, if devices are recommended to be relocated, and/or if additional devices are required.
2. Based on the above information, reduce the list to locations that currently do not meet the requirements of the MUTCD and NYS Supplement.
3. Where existing conditions are found to be not adequate, identify alternatives for improvement such as changes to the existing traffic control devices or additional traffic control devices.
4. Provide a report in an electronic format to the Monroe County Department of Transportation, detailing the findings and recommendations from each Horizontal Curve study.

SECTION 3 – SPECIFIC PROPOSAL REQUIREMENTS

3.1 Submission of Respondent's Proposal

- A. Acceptance Period and Location:** To be considered, Consultants must submit a complete response to this RFP. Consultants not responding to all information requested in this RFP or indicating exceptions to those items not responded to may have their proposals rejected. **To be considered, sealed proposals must be received by 3:00 PM EST on August 19, 2011 at the address shown below:**

Meagan Brennan
Monroe County Office of Purchasing & Central Services
200 County Office Building
39 West Main Street
Rochester, NY 14614
Fax: (585) 753-1104
Email: mbrennan@monroecounty.gov

Requests for extension of the submission date will not be granted. Respondents mailing proposals should allow ample delivery time to assure timely receipt of their proposals

- B. Required copies.** Respondents must submit one (1) signed original Proposal and five (5) complete copied sets of the signed original Proposal. **Proposals should be clearly marked as "Proposal for Horizontal Curve Sign Study."** The Respondent is encouraged to respond electronically in addition to submitting hardcopies of its proposal as provided above. The Respondent will make no other distribution of proposals. An official authorized to bind the Respondent to its provisions must sign proposals.
- C. Economy of Preparation.** Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the RFP. Expensive bindings, color displays, promotional material, etc. are not necessary or desired. **Emphasis should be concentrated on accuracy, completeness, and clarity of content.** All parts, pages, figures, and tables should be numbered and clearly labeled. Vague terms such as "Respondent complies" or "Respondent understands" should be avoided.

3.2 Clarification of RFP and Questions

Questions that arise prior to or during proposal preparation must be submitted **in writing or via email** pursuant to instructions in Section 1 of this Request for Proposals. Questions and answers will be provided to all Respondents who have received RFPs and must be acknowledged in the RFP response. Only those Respondents who have registered and received a copy of this RFP via the County website at www.monroecounty.gov/bid/rfps will receive addenda with questions and answers, if issued. No contact will be allowed between the Respondent and any other member of the County with regard to this RFP during the RFP process unless specifically authorized in writing by the RFP

Coordinator. Prohibited contact may be grounds for Respondent disqualification.

3.3 **Addenda to the RFP**

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all that received the basic RFP. **An acknowledgment of such addenda, if any, must be submitted with the RFP response. Applicants will only receive notices of addenda by downloading the original RFP document via the Monroe County website at www.monroecounty.gov.**

3.4 **Organization of Proposal**

This section outlines the information that must be included in all proposals. Please organize proposal information in the same order as the items listed in this section.

- A. **Transmittal Letter.** Each response to the RFP should be accompanied by a letter of transmittal not exceeding one (1) page that summarizes key points of the proposal and which is signed by an officer of the firm authorized to commit the Respondent to the obligations contained in the proposal. The transmittal letter should also include a phone number, fax number and e-mail address for the consultant's contact person.
- B. **Table of Contents.** Include a Table of Contents at the beginning, which clearly outlines the contents of the proposal.
- C. **General Firm Information.** Provide information related to the proposing firm and any firms proposed for use as subconsultants. Specifically address the following:
 - 1. Year the firm was organized.
 - 2. Identification of firm ownership.
 - 3. Functions and location of the firm's nearest regional office to Monroe County.
 - 4. A listing of the Principal Officers of the firm.
 - 5. Proof of authority to practice Engineering/Surveying in New York State (as appropriate).
- D. **Qualifications.** The proposal should describe the Respondent's design team, and general approach to the project. The proposal should also address the Respondent's capability to perform all or most aspects of the project, as well as the ability to meet project schedules. The proposal must include the following:
 - 1. A description of the Respondent's understanding of the project needs/scope and purpose of the project.
 - 2. A description of how the Respondent's project team will be organized and the approach to the project. Include a list and organizational chart showing all of the project team's proposed subconsultants, key project personnel and their respective disciplines.

Specific subconsultants are to be identified. Proposals that include nebulous statements along the lines of ".....a subconsultant for the XXXX work will be identified at a later date....." are unacceptable.

3. A list of projects, by Region, that the Respondent is currently working on. Identify the phase of work to be performed for each project and the current status.
4. Descriptions of at least three (3) similar projects completed by the Consultant. Include a description of each project, photographs of the completed projects, the final design and construction costs for each project, an owner's representative familiar with the project and a contact phone number.
5. Monroe County requires that all Respondents submit evidence of experience, ability, and financial standing.

- E. GSA Standard Form 330 (SF 330), Parts I and II.** Each copy of the Respondent's proposal must include Parts I and II of the GSA Standard form 330 for the Respondent and any subconsultant(s). Note that firms are to include only the information requested in the SF 330; extraneous information such as marketing materials included in the submission will not be considered.

A project proposal including approach and understanding of the project, a discussion of the firm's project team, prior experience, and a proposed schedule should be included in the prime firm's SF 330 Item H. This section should be limited to a total of six (6) single sided pages.

- F. DBE Participation Goals.** Disadvantaged Business Enterprises (DBE) are encouraged to consider submitting proposals in response to this solicitation. Other proposers should be encouraged to submit DBE subconsultants where appropriate. The policy of the County is to increase the level of participation of DBEs in all possible areas of Monroe County procurement. In furtherance of that policy, the County requires the Consultant to utilize best efforts to achieve goals for DBE participation on these projects. The percentage goal is eighteen percent [18%] DBE of the total cost of professional services provided under the Consultant's agreement. Proposals must include a description of the approach for DBE or M/WBE utilization for this project.
- G. Debarment Certification.** For each Respondent and any proposed subconsultants, include a completed and signed *Consultant Certification Regarding Debarment, Suspension and Responsibility* (Appendix A).
- H. Non-Collusion Certification.** For each Respondent and any proposed subconsultants, include a completed and signed *Consultant Non-Collusion Certification* (Appendix B).
- I. Authority to Submit Proposal.** For each Respondent and any proposed subconsultants, include a completed and signed *Authority to Submit Proposal* (Appendix C).

Only the designated Respondent will be asked to submit a fee proposal.

3.5 Method of Evaluation

Selected personnel from Monroe County will form the evaluation committee for this RFP. It will be the responsibility of this committee to evaluate all properly prepared and submitted proposals for the RFP and make a selection of the individual/entity best able to provide these requested services.

The Selection Committee will choose the “most highly qualified” firm with demonstrated experience as identified in the Description of Project and Tasks above based on a rating of the consultant’s proposals. The following criteria, listed in decreasing order of importance, will be used to evaluate the consultant proposals:

- Understanding of Scope of Project
- Proposed Approach to the Project
- General Technical and Professional Competence
- Specific Experience on Similar Projects
- Sustainable Design Qualifications and Experience (if applicable)
- Previous Performance Record
- Resident Engineering Capability for Construction Phase Services
- Capacity and Availability to Perform the Services
- Knowledge of County Facilities and Operations
- Approach to DBE Utilization

3.6 Investigations

The County reserves the right to conduct any investigations necessary to verify information submitted by the Respondent and/or to determine the Respondent’s capability to fulfill the terms and conditions of the RFP documents and the anticipated contract document. The County reserves the right to visit a prospective Respondent’s place of business to verify the existence of the company and the management capabilities required to administer this agreement. The County will not consider Respondents that are in bankruptcy or in the hands of a receiver at the time of tendering a proposal or at the time of entering into a contract.

SECTION 4 - GENERAL INFORMATION FOR THE RESPONDENT

4.1 Reservation of Rights

The County reserves the right to refuse any and all proposals, in part, or in their entirety, or select certain products from various Respondent proposals, or to waive any informality or defect in any proposal should it be deemed to be in the best interest of the County. The County is not committed, by virtue of this RFP, to award a contract, or to procure or contract for services. The proposals submitted in response to this request become the property of the County. If it is in its best interest to do so, the County reserves the right to:

- A. Make selections based solely on the proposals or negotiate further with one or more Respondents. The Respondent selected will be chosen on the basis of greatest benefit to the County as determined by an evaluation committee.
- B. Negotiate contracts with the selected Respondents.
- C. Award a contract to more than one Respondent.

4.2 Contract Negotiation

Negotiations may be undertaken with those Respondents whose proposals prove them to be qualified, responsible, and capable of fulfilling the requirements of this RFP. The contract that may be entered into will be the most advantageous to the County, price and other factors considered. The County reserves the right to consider proposals or modifications thereof received at any time before a contract is awarded, if such action is in the best interest of the County.

4.3 Acceptance of Proposal Content

The contents of the proposal of the successful Respondent may become contractual obligations, should a contract ensue. Failure of a Respondent to accept these obligations may result in cancellation of the award. The awarded respondent will be required to provide Monroe County with a *Word* version of its final proposal.

4.4 Prime Responsibilities

The selected Respondent will be required to assume responsibility for all services offered in its proposal whether or not provided by them. The selected Respondent will be liable, both individually and severally, for the performance of all obligations under the awarded contract and will not be relieved of non-performance of any of its subcontractors. Further, the County shall approve all subcontractors and will consider the selected Respondent to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

4.5 Property Rights

For purposes of this RFP and for the contract, the term "Work" is defined as all data, records, files, information, work products, discs or tapes developed,

produced or generated in connection with the services to be provided by the Respondent. The County and the Respondent intend the contract to be a contract for services and each considers the Work and any and all documentation or other products and results of the services to be rendered by the Respondent to be a work made for hire. In submitting a proposal in response to this RFP, the Respondent acknowledges and agrees that the Work (and all rights therein) belongs to and shall be the sole and exclusive property of the County.

The Respondent and the Respondent's employees shall have no rights in or ownership of the Work and any and all documentation or other products and results of the services or any other property of the County. Any property or Work not specifically included in the Contract as property of the Respondent shall constitute property of the County.

In addition to compliance with the right to audit provisions of the contract, the Respondent must deliver to the County, no later than the twenty-four (24) hours after receipt of the County's written request for same; all completed, or partially completed, Work and any and all documentation or other products and results of the services under such contract. The Respondent's failure to timely deliver such work or any and all documentation or other products and results of the services will be considered a material breach of the contract. With the prior written approval of the County, this twenty-four (24) hour period may be extended for delivery of certain completed, or partially completed, work or other such information, if such extension is in the best interests of the County.

The Respondent will not make or retain any copies of the Work or any and all documentation or other products and results of the services provided under such Contract without the prior written consent of the County.

4.6 Contract Payment

Actual terms of payment will be the result of agreements reached between Monroe County and the Respondent selected.

4.7 News Release

News releases pertaining to this RFP or the services to which it relates will not be made without prior approval by the County and then only in coordination with the County Department of Communications and Special Events.

4.8 Notification of Respondent Selection

All Respondents who submit proposals in response to this RFP will be notified by the RFP Coordinator of acceptance or rejection of their proposal.

4.9 Independent Price Determination

A. By submission of a proposal, the Respondent certifies, and in case of a joint proposal, each party thereto certifies as to its own organization, that in connection with the proposal:

- (1) The prices in the proposal have been arrived at independently without consultation, communication, or agreement, with any

other Respondent or competitor for the purpose of restricting competition; and

- (2) No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

B. Each person signing the proposal certifies that:

- (1) They are the person in the Respondent's organization responsible within that organization for the decision as to prices being offered in the proposal and they have not participated and will not participate in any action contrary to A (1) and (2) above; or
- (2) They are not the person in the Respondent's organization responsible within that organization for the decision as to prices being offered in the proposal but that he has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate, in any action contrary to A (1) and (2) above, and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to A (1) and (2) above.

C. A proposal will not be considered for award if the sense of the statements required in the proposal has been altered so as to delete or modify A (1) and (2) above.

4.10 Incurring Costs

The County is not liable for any costs incurred by Respondent prior to the effective date of the contract.

4.11 Material Submitted

All right, title and interest in the material submitted by the Respondent as part of a proposal shall vest in Monroe County upon submission of the Respondent's proposal to Monroe County without any obligation or liability by Monroe County to the Respondent. Monroe County has the right to use any or all ideas presented by a Respondent.

Monroe County reserves the right to ownership, without limitation, of all proposals submitted. However, because Monroe County could be required to disclose proposals under the New York Freedom of Information Law (Public Officers Law §§ 84 - 90), Monroe County will, to the extent permitted by law, seek to protect the Respondent's interests with respect to any trade secret information submitted as follows:

Pursuant to Public Officers Law § 87, Monroe County will deny public access to Respondent's proposal to the extent the information constitutes a trade secret, which if disclosed would cause substantial harm to the Respondent's competitive position, provided the Respondent identified the information it considers to be a trade secret and explains how disclosure would cause harm to the Respondent's competitive position.

4.12 Insurance Requirements

The Contractor shall procure and maintain at its own expense until final completion of the work covered by the contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, issued by insurance companies authorized to do business in the State of New York, covering all operations under the Contract whether performed by the Contractor or by his subcontractors.

The successful Contractor shall furnish to the County a certificate or certificates of insurance in a form satisfactory to the Monroe County Attorney showing that he has complied with all insurance requirements set forth in the contract for services, that certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the County. Except for Workers' Compensation Insurance, no insurance required herein shall contain any exclusion of municipal operations performed in connection with the Contract resulting from this proposal solicitation. The kinds and amounts of insurance are as follows:

A. **WORKERS' COMPENSATION AND DISABILITY INSURANCE:** A policy covering the operations of the Contractor in accordance with the provisions of Chapter 41 of the Laws of 1914, as amended, known as the Workers' Compensation Law, covering all operations under contract, whether performed by him or by his subcontractors. The Contract shall be void and of no effect unless the person or corporation making or executing same shall secure compensation coverage for the benefits of, and keep insured during the life of said Contract, such employees in compliance with the provisions of the Workers' Compensation Law known as the Disability Benefits Law (chapter 600 of the Laws of 1949) and amendments hereto.

B. **LIABILITY AND PROPERTY DAMAGE INSURANCE** issued to the Contractor naming Monroe County as an additional insured, and covering liability with respect to all work performed by him under the Contract. The minimum limits for this policy for property damage and personal injury shall be \$1,000,000 per occurrence, \$3,000,000 aggregate covered under liability and damage property. All of the following coverage shall be included:

- Comprehensive Form
- Premises-Operations
- Products/Completed Operations
- Contractual Insurance covering the Hold Harmless Provision
- Broad Form Property Damage
- Independent Consultants
- Personal Injury

C. **CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE** issued to the Respondent and covering the liability for damages imposed by law upon the said Respondent for the acts or neglect of each of his subcontractors with respect to all work performed by said subcontractors under the Contract.

D. **PROFESSIONAL LIABILITY INSURANCE** covering errors and omissions of the Contractor with minimum limits of \$1,000,000 per occurrence, and \$3,000,000 aggregate coverage.

E. MOTOR VEHICLE INSURANCE issued to the Contractor and covering liability and property damage on the Contractor's vehicles in the amount of \$1,000,000 per occurrence.

4.13 Indemnification

The Respondent shall defend, indemnify and save harmless the County, its officers, agents, servants and employees from and against all liability, damages, costs or expenses, causes of actions, suits, judgments, losses, and claims of every name not described, including attorneys' fees and disbursements, brought against the County which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Respondent, its agents or employees, the provision of any products by the Respondent, its agents or employees, arising from any act, omission or negligence of the Respondent, its agents or employees, or arising from any breach or default by the Respondent, its agents or employees under the Agreement resulting from this RFP. Nothing herein is intended to relieve the County from its own negligence or misfeasance or to assume any such liability for the County by the Respondent.

4.14 Proposal Certification

The Respondent must certify that all material, supervision, and personnel will be provided as proposed, at no additional cost above the proposal price. Any costs not identified and subsequently incurred by the County must be borne by the Respondent. This certification is accomplished by having the Proposal signed by an individual who has the authority to bind the Respondent.



APPENDIX A
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND RESPONSIBILITY

The undersigned certifies, to the best of his/her knowledge and belief, that the Contractor and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
2. Have not within a three-year period preceding this transaction/application/proposal/ contract/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have not within a three-year period preceding this transaction/application/proposal/contract/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

Date: _____

_____ [Print name of Contractor]

_____ [Signature of Authorized Individual]

_____ [Print Name of Signer]

_____ [Print Title/Office of Signer]



**APPENDIX B
NON-COLLUSION CERTIFICATION**

By submission of this proposal, the Offeror _____ certifies,
Name of Offeror

that (s)he is _____ of _____ and,
Title *Name of Firm*

under penalty of perjury, affirms:

- ~~1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor;~~
- ~~2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, directly or indirectly, to any other Offeror or to any competitor; and~~
3. No attempt has been made or will be made by the Offeror to induce any other person, partnership or corporation to submit or not submit a proposal for the purpose of restricting competition.
4. The proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, organization or corporation.
5. Each person signing the proposal certifies that:

[a] He is the person in the Consultant's organization responsible within that organization for the decision as to prices being offered in the proposal and that he has not participated and will not participate in any action contrary to (1-4) above;

Or

[b] He is not the person in the Consultant's organization responsible within that organization for the decision as to prices being offered in the proposal but that he has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate, in any action contrary to (1-4) above, and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to (1-4) above.

Sworn to before me this _____ day of _____, _____
Offeror Signature

Notary Public {SEAL}



APPENDIX C
AUTHORITY TO SUBMIT PROPOSAL

Regarding: Horizontal Curve Sign Study RFP

The submittal of this proposal is the duly authorized official act of the Proposer and the undersigned officer of the Proposer is duly authorized by resolution of Proposer to execute this Proposal on behalf of and as the official act of the Proposer, this _____ day of _____, 2011.

Company: _____

By: _____

Print Name: _____

Title: _____