

US 80 Corridor Study RFP

City of Pooler, Georgia

In partnership with the Coastal Region Metropolitan Planning Organization

100 SW US Highway 80
Pooler, GEORGIA 31322

Date: March 7, 2022

Phone 912-651-1440

REQUEST FOR PROPOSALS PI NO Pending	Qualified vendors are invited to submit sealed proposals, subject to conditions and instructions as specified, for the furnishing of: US 80 Corridor Study All proposers must be prequalified by the Georgia Department of Transportation (GDOT).
GENERAL SCOPE	The City of Pooler (Pooler) in partnership with the Coastal Region Metropolitan Planning Organization (MPO) is requesting proposals to conduct a corridor study of US 80 in Chatham County, Georgia. The study will evaluate the existing and future capacity, operation, and safety conditions of the corridor from its western commencement at the Chatham County limits to its interface with I-516 and the construction of the new Brampton Road Connector. Updated traffic counts and projections will be obtained throughout the corridor, as well as crash data. This data will be used to evaluate the operation and safety of the corridor with strong consideration given to access management improvements that will improve the operation and safety of the corridor. The study will consider freight, commuter, local traffic and pedestrian/bicyclist travelers. The study will also account for current and future land use patterns and anticipated continued growth. The goal of the study will be to identify and prioritize short and long-term improvements needed for the corridor to operate at an acceptable level of service and provide prioritization of the required improvements to facilitate planning and programming of projects through the MPO MTP process.
DUE DATE	May 2, 2022 - 2:00 PM (Eastern) Proposals must be received and date/time stamped on or before the due date by Pooler, located at 100 SW US Highway 80, Pooler, Georgia, 31322. Late submissions shall not be accepted.

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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 Director of Public Works of Pooler (hereafter referenced as DIRECTOR). Pooler will not orally or telephonically address any question or clarification regarding specifications or procedures. If a vendor visits or calls Pooler 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 DIRECTOR. Firms shall not contact department heads with questions about solicitations. You must submit the written question to the DIRECTOR. If it is necessary that a technical question be addressed, the DIRECTOR will forward such to the appropriate department, which will place a written response on the Pooler's website, <https://www.pooler-ga.gov/pooler-references/bids-proposals> . The 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 Pooler's website for any new information that is posted.

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

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

Email to the DIRECTOR through Leon Davenport at tboltllc@gmail.com to submit questions.

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**DIRECTOR / CITY OF POOLER
QUESTION/CLARIFICATION FORM**

DATE: _____

TO: DIRECTOR, through
Leon Davenport, Project Manager
Email tboltlc@gmail.com

RE: US 80 Corridor 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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CITY OF POOLER GENERAL PROVISIONS FOR REQUEST FOR PROPOSALS

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The City of Pooler in partnership with the Coastal Region Metropolitan Planning Organization (MPO) is requesting proposals to develop a detailed corridor study of US 80 from the Chatham County limits on the west to I-516 on the east Chatham County, Georgia. Proposer must be a prequalified firm with the Georgia Department of Transportation (GDOT) for the class of work described.

The City of Pooler intends to award a contract for work by the end of June 2022 with a completion date of no later than June 30, 2023. Pooler anticipates that available funds for the project will be no more than \$285,000. Any contract award for this project is contingent upon the City of Pooler 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: MAY 2, 2022 NO LATER THAN 2:00 PM (Eastern Time).** *Submit five (5) 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:

City of Pooler
RE: US 80 Corridor Study

Mail: 100 SW US 80
Pooler, Georgia 31322

Deliver: 100 SW US 80
Pooler, Georgia 31322

If the proposal does not reach Pooler on or before May 2, 2022 at 2:00 PM, the proposal shall not be considered and shall be returned to the firm unopened. It is the firm's responsibility to ensure the proposal is mailed or delivered and received by the due date and time. The City of Pooler shall not be held responsible for proposals delayed by the US Mail or any other courier.

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The City of Pooler 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. **Pooler reserves the right to award this project or to reject any and all proposals; whichever is in the best interest of the Pooler.**

B. RECEIPT OF PROPOSALS:

Unless otherwise stated in the technical specifications of the RFP, Pooler 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 Pooler, 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 Pooler 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. **Pooler 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 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 Pooler 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 Pooler.

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

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G. SELECTION PROCESS:

The members of the Proposal Review Committee 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 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 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 DIRECTOR shall consider the estimated value, scope, and complexity of the nature of services required. The DIRECTOR will negotiate a contract price with the highest ranked firm. Should such negotiations fail to reach an agreement, the DIRECTOR will close those negotiations and open negotiations with the next highest ranked firm. Should this process not yield an agreement, the DIRECTOR will begin negotiations with the third firm in order of their ranking. The 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 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 DIRECTOR of the offer to furnish any or all of the services and materials described shall constitute a contract between the firm and Pooler. 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 Pooler will be made in the best interest of Pooler. 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.

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

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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 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 Pooler 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 Pooler, 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 Pooler, except in cases of Pooler'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 Pooler) defend Pooler 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. Pooler 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 Pooler 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.

M. SPECIFICATION DESCRIPTIONS:

The specifications detailed herein represent the quality of equipment, goods or services required by Pooler. Whenever in this solicitation any particular process, service or

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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 Pooler. 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 Pooler.

N. TAXES:

The City of Pooler is exempt from State Retail Tax. The costs proposed for the RFP shall be exclusive of taxes, Federal ID No.58-6000644.

O. DRUG-FREE WORKPLACE:

In compliance with Federal and State Drug Free Workplace Acts, Pooler, Georgia adopted a drug free Workplace Policy. Consequently, any firm providing goods or services to Pooler 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 Pooler, 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 extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of the contract, Pooler 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 Pooler, Pooler 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, Pooler may procure similar

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supplies or services, from other sources, in a manner and upon terms deemed appropriate by Pooler. 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 Pooler will be at the contract price. Pooler may withhold from amounts due the firm such sums as Pooler deems to be necessary to protect Pooler against loss because of outstanding liens or claims of former lien holders and to reimburse Pooler 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 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 Pooler 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, Pooler shall ascertain the facts and extent of such failure, and, if Pooler 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.

S. **TIME FOR CONSIDERATION:**

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

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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.

**REQUEST FOR PROPOSALS PROJECT SCOPE
US 80 CORRIDOR STUDY
PI Pending**

1. BACKGROUND AND PURPOSE

United States Route 80 corridor is a main commuter route and freight corridor that runs west to east through Chatham County. It serves as a secondary route for I-16 and is designated a Hurricane Evacuation Route. This corridor is also experiencing a considerable amount of development and re-development, increasing the traffic volumes (car and truck) along the corridor. It serves multiple municipal jurisdictions in Chatham County and this project is a partnership between the jurisdictions and the Coastal Region MPO.

US 80 continues to serve as an arterial for commuter and freight traffic. Many small projects have been programmed over the years with respect to congestion management, intersection upgrades and widening. Although US 80 is managed by GDOT, the development function has been controlled for years by the many jurisdictions that reside along the corridor. The jurisdictions of the City of Bloomingdale, the City of Pooler, the City of Garden City and the City of Savannah overlay this route. This places the corridor within multiple land use applications and a disorganized series of decisions for the betterment of the corridor.

Multiple projects have been planned and constructed by GDOT over the years. The corridor has also seen the interface of various projects that have heavily impacted the operations of the corridor. Connections such as the Jimmy DeLoach Parkway, Pooler Parkway, Interstate 95, State Route 307 and Interstate 516 bring heavy impacts to those connections and extreme freight impacts. The recent corridor study for State Route 307 shows the poor level of service experienced at the intersection with US 80. There are also projects about to be constructed that will further impact US 80. Projects such as the Brampton Connector and new SR 307 interchange at I-16 will place more demand on the route.

All of the jurisdictions along the project corridor are experiencing extreme residential, retail, commercial and industrial growth. The demands of the surrounding land development and re-development require an overall analysis of the improvements that will best benefit the route. These improvements will help define the land uses and improvements that each jurisdiction approves in the coming years. This study should help identify those improvements for both the individual jurisdictions and the MPO.

Task 1: Project Management Work Plan

- 1.1 Following an initial coordination meeting that may include GDOT, MPC/CORE MPO, CORE TCC and/or Pooler, the Consultant Team shall produce a Work Plan and submit it for 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 project manager no later than the tenth day of each month. A progress report template, in a format provided, will be included in the Work Plan.
- 1.3 The Consultant Team shall provide a quarterly invoice to the 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 evaluate the existing and future capacity, operation, and safety conditions of the corridor from its western commencement at the Chatham County limits to its terminus at the interface with I-516 at the Brampton Road Connector project. Updated traffic counts and projections will be obtained throughout the corridor, as well as crash data. This data will be used to evaluate the operation and safety of the corridor with strong consideration given to access management improvements that will improve the operation and safety. The study will consider freight, commuter, local traffic and pedestrian/bicyclist travelers. The study will also account for current and future land use patterns and anticipated continued growth. The goal of the study will be to identify and prioritize short and long-term improvements needed for the corridor to operate at an acceptable level of service and provide prioritization of the required improvements to facilitate planning and programming of projects through the MPO MTP process. Previous studies and projects will be used to help develop baseline and existing conditions.

The study will produce a final, detailed corridor study that identifies and prioritizes short term (0-5 years) and long term (5+ years) projects that will improve the operation and safety of the corridor. The study will help justify the future programming of projects in the CORE MPO's TIP and Total Mobility Plan.

ESTIMATED PROJECT BUDGET

\$285,000

2. ESTIMATED SCHEDULE

The anticipated schedule is no later than June 30, 2023.

RFP and Team Selection Process Schedule	
RFP Released	March 28, 2022
Proposals Due	May 2, 2022
Consultant interviews	May 17 – 19 , 2022(subject to confirmation)
Consultant selected & notified	May 27, 2022 (subject to confirmation)

GENERAL REQUIREMENTS

I. FIRM QUALIFICATIONS

The firm (and subcontractors) must demonstrate knowledge and experience in preparation of traffic engineering and corridor studies and shall not be debarred from working on any federally funded contract. The firm must be prequalified by the Georgia Department of Transportation for the class of work.

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 Pooler.

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 corridor studies 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 corridor studies study. 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 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 US 80 Corridor 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 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 DIRECTOR is reached, the contract will be presented for authorization to allow the 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 City of Pooler may, by means that either deems appropriate, determine the accuracy and truth of the information provided by the proposer and that Pooler 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 Pooler 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: _____

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.:	Address	Type of Work Sub-Contracted	Subcontract Value	MBE/WBE Status
Project Title: Total Proposal Amount \$ _____ Name of M/WBE Participant			\$	
			\$	
			\$	
			\$	
			\$	

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 Owner.

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: _____